

THE HON'BLE SRI JUSTICE A.V.SESHA SAI

WPMP.No.38892 of 2017

IN/AND

WRIT PETITION No.23410 of 2016

ORDER:

In the main writ petition, challenge is to the award passed by the Telangana Micro and Small Enterprises Facilitation Council, Office of Commissioner of Industries, Abids, Hyderabad, first respondent, in Case No.21C/IFC/2013/20125, dated 07.05.2016.

2. By way of award, the first respondent passed the following order:

“ The Respondent is directed to pay as follows:

A) Rs.28,83,940/- (Rupees Twenty Eight lakh Eighty Three Thousand Nine Hundred and Forty Only) towards Principle & Rs.81,45,771/- (Rupees Eighty One lakh Forty Five Thousand Seven Hundred and Seventy One Only) towards interest totalling to Rs.1,10,29,711/- (Rupee One Crore Ten Lakh Twenty Nine Thousand Seven Hundred and Eleven Only).

B) Further interest with monthly rests at three times bank rate prevailing as on date of this award as notified by RBI on the amount adjudicated in terms of Section-16 of MSMED Act 2006 till such date the Respondent makes full & final payment.”

3. Assailing the above said award, the petitioner filed the WP.No.23410 of 2016. This Court, while ordering Rule Nisi on 18.07.2016, granted interim suspension of the said award in WPMP.No.28842 of 2016. Now, an application vide WPMP.No.38892 of 2017, has been filed under Section 151 of the Code of Civil Procedure to record the compromise entered by and between the petitioners and the second respondent and to set aside the award passed by the first respondent in Case No.21C/IFC/2013/20125, dated 07.05.2016. Along with WPMP.No.38892 of 2017, a memo of compromise, dated 12.09.2017, signed by the authorised signatory of the petitioner, Sri P.Gopala Krishna Murthy, the authorised signatory

of the second respondent, Sri M.V.Ramanand, and their respective counsel, is also enclosed. The terms and conditions of the said memo of compromise are as follows:

“1. The 2nd respondent unequivocally agreed that the 2nd respondent is agreed to receive the amount of Rs.14,08,678/- due and payable to the 2nd respondent from the petitioner to full and final settlement arising out of purchase order in different dates right from 2008-2011 for supply lightening arrestors with disconnecter and mounting clamp covering in all invoices in respect of material supplied from dt.22.05.2008 to 17.02.2011 more particularly set out claim in case No.21/C/IFC/2013/20125 on the file of the 1st respondent herein.

2. It is submitted that the petitioner in pursuance of compromise, has taken demand drafts with following Nos. and amount.

- a) Amount of Rs.3,50,000/- drawn on State Bank of India, dt: 06-09-2017 in favour of the 2nd respondent.
- b) Amount of Rs.3,50,000/- drawn on State Bank of India, dt: 06-09-2017 in favour of the 2nd respondent.
- c) Amount of Rs.3,58,678/- drawn on State Bank of India, dt: 11-09-2017 in favour of the 2nd respondent.
- d) Amount of Rs.3,50,000/- drawn on State Bank of India, dt: 11-09-2017 in favour of the 2nd respondent.

3. It is submitted that the 2nd respondent hereby relinquish all its rights to claim against the petitioner upon receiving the above said consideration in any forum and it is full and final settlement with petitioner.

Therefore, that the petitioner and the 2nd respondent prays that this Hon'ble Court be pleased to record the Compromise and pass appropriate orders in the interest of justice and equity.”

4. Eventually, it is requested by the parties and their respective counsel to record the compromise in terms of the said memo. The above mentioned parties have appeared before this Court today and they have been identified by their counsel.

5. In view of the same, the above said compromise containing the conditions, as mentioned supra, is hereby recorded and the order passed by the first respondent in Case No.21C/IFC/2013/20125, dated 07.05.2016, is hereby set aside.

6. Accordingly, WPMP.No.38892 of 2017 and WP.No.23410 of 2016 are disposed of. Miscellaneous petitions pending, if any, shall stand closed. There shall be no order as to costs.

Date: 14.09.2017
TJMR

A.V. SESA SAI, J

