

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD**

223 WRIT PETITION NO. 1623 OF 2018
WITH WP/1619/2018 WITH WP/1624/2018

M/S L K GOYAL THROUGH ITS PARTNER PREMSHANKAR
LAXMINARAYAN AGRAWAL

VERSUS

THE UNION OF INDIA AND OTHERS

...

Advocate for Petitioner : Mr. Gaikwad Pramod S

Adv. for Respondent no.1 : Mr. D.S.Ladda

Advocate for Respondents 2 to 7 : Mr. Navandar M.N.

CORAM : S.V.GANGAPURWALA
AND
SUNIL K.KOTWAL, JJ.

DATE : JULY 23, 2018

O R D E R :

Parties state that supplementary agreement will have to be executed.

2. Petitioner would approach the respondents within a week. Mr. Navandar, learned counsel makes a statement that, upon execution of the supplementary agreement, within a period of six months from the date of execution of supplementary agreement, legitimate due and payable amount would be paid to the petitioner.

3. Learned counsel for the petitioner submits that the payment should be made by respondent nos. 3 to 7 to GST Council. It is for the parties to evolve upon the modalities and as would be permissible under law the petitioner may approach the GST Council. The GST Council would take decision, in accordance with law.

4. With the above observations, Writ Petition is disposed of. No costs.

[SUNIL K.KOTWAL, J.] [S.V.GANGAPURWALA, J.]

dbm