

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE SIDE**

WRIT PETITION NO.2025 OF 2018

M/s.IRB Kolhapur Integrated Road
Development Company Pvt. Ltd. & anr.

... Petitioners

Vs

State of Maharashtra & Ors.

... Respondents

Mr.Sharan Jagtiani with ms.Teresa Daulat, Mr.Mohanish Patkar
and Ms.Priyanka Gidh i/b M/s.TRD Associates for the Petitioners

Mr.A.P. Vanarse, AGP, for Resp. No.1

Mr.Arun Siwach with Ms.Priyanka M. i/b Cyril Amarchand
Mangaldas for Respondent No.2

Mr.A.M. Adagul for Resp. No.3

Mr.R.D. Joshi, Under Secretary (Pvt.-1) PWD, Mantralaya –
present

Mr.A.P. Nagargoje – Superintending Engineer of Respondent No.2
of MSRDC – present

**CORAM: AKIL KURESHI &
S.J. KATHAWALLA, JJ.**

DATED: SEPTEMBER 24, 2019

P.C.:

1. This petition has a chequered history, however, in view of the developments which took place subsequent to filing of the petition, it is not necessary to record minute details thereof. Suffice it to

note that the petitioner company had entered into an agreement with the Government to maintain, operate and transfer certain sections of the roads in Kolhapur district, in view whereof, the petitioner would be allowed to collect toll for specified period. This agreement ran into legal disputes. All these disputes have now been resolved between all the parties concerned which resolution has been recorded in writing dated 23.9.2019. The petitioner has claimed compensation for damages suffered. Broadly speaking, the petitioners have agreed to forego all their rights and withdraw the petition upon the government paying total sum of Rs.473.37 crores. The petitioner has already received a sum of Rs.400 crores from the Government as part payment towards this compromise formula. In an affidavit in reply dated 29.8.2019 filed by one Shri Bapurao Popatrao Salunke, Deputy Secretary, Public Works Department, State of Maharashtra for and on behalf of respondent Nos.1 to 4, it is stated that the remaining payment will be released to the petitioner on or before 31.12.2019. In this affidavit, the quantification of the said remaining payment has not been made. However, all sides agree that the sum would be Rs.73.37 crores.

2. Though through the said consent terms dated 23.9.2019 between the parties all issues stand resolved, before closing, a few loose ends need to be tied up. In paragraph 6 of these consent terms, the government insists that the following portion since it contains blanks, be deleted:

“6. and/has registered it in the office of the Joint Sub Registrar Class 2, Kohapur under serial number _____, on _____,”

3. All sides agree to delete the same in the original. The same shall accordingly be deleted. Such deleted portion would be counter signed by the advocates for the parties for the present. It is agreed that the officers of the respective Corporations/authorities would put their initials on this amendment in the consent terms by remaining present before the Court latest by tomorrow, 2 o'clock. We accept such arrangement upon which the learned AGP Shri Vanarase also puts his signature on the said consent terms. All formalities for bringing the said consent terms into existence are, therefore, over. These consent terms are taken on record and marked 'X' for identification. All parties undertake to act according to the terms of these consent terms.

4. It is pointed out to us that the deed of cancellation dated 29.8.2019 refers to the said consent terms as already presented for registration before the appropriate registering authority. This document has, however, run into a dispute about proper stamp duty to be affixed thereon. The learned Counsel for Kolhapur Municipal Corporation stated under instructions that keeping the dispute of the Corporation about lower stamp duty payable, the Corporation shall deposit the stamp duty as demanded by the stamp authority in order to expedite registration of the document. He stated that upon payment of such stamp duty, the presence of the authorised officer of the petitioners and the authorised officer of Respondent – MSRDC would be required before the authority for registration of the document. The learned Counsel for the petitioner and MSRDC stated that there shall be full cooperation from the company and MSRDC in this respect. As and when required, the authorised officers of the company and MSRDC shall remain present before the registering authority for registration of the document.

5. We expect the Government to release the remaining payment within the time stipulated in the said affidavit dated 29.8.2019.

6. With these clarifications, the petition stands disposed of.

(S.J. KATHAWALLA, J.)

(AKIL KURESHI, J.)