

Shephali

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
WRIT PETITION NO. 3100 OF 2021**

Maruti Cotex Ltd & Ors ...Petitioners
Versus
Maharashtra Industrial Development Corporation ...Respondent

Ms Akshata Timmapur, i/b M/s The Law Point, for the Petitioner.
Mr Chetan Kapadia, with Rahul Sarda & Ashish G, i/b Jay & Co, for
the Respondent - MIDC.

**CORAM G.S. Patel &
Madhav J. Jamdar, JJ.**
DATED: 1st December 2021

PC:-

SHEPHALI
SANJAY
MORMARE

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1. We are shown an undertaking dated 13th October 2021 given by the 1st Petitioner to the Respondent. It undertakes to pay 10% towards transfer charges as per the Respondent's calculation and to withdraw the present Writ Petition thereafter. The Petitioners have also agreed to pay actual legal expenses in regard to this Writ Petition. Finally, the Petitioner accepts that MIDC's demand for water and service charges as decided in the next board meeting will be binding on the Petitioner. We accept that undertaking as an undertaking to this Court. We take a copy of the signed undertaking and keep it on record and marked "X1" for identification with today's date.

2. It goes without saying that the proceedings filed by the Petitioners before the NCLT and by the MIDC before the NCLAT will also have to be withdrawn or disposed of as infructuous by virtue of this order. This is of course upon compliance by the Petitioners with the terms of this undertaking.

3. The Writ Petition is disposed of in these terms with liberty to both sides to apply.

4. It is open to the MIDC at the time of withdrawal of the NCLT/NCLAT proceedings to obtain a clarification that the findings rendered against the MIDC by the 9th March 2021 order are not binding or do not survive in view of the settlement.

5. All concerned will act on production of a digitally signed copy of this order.

(Madhav J. Jamdar, J)

(G. S. Patel, J)