

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
ARBITRATION PETITION NO. 1385 OF 2014**

Topway Multitrade	... Petitioner
Versus	
Brihanmumbai Electric Supply & Transport Undertaking	... Respondent

And

ARBITRATION PETITION NO. 1558 OF 2014

Brihanmumbai Electric Supply & Transport Undertaking	... Petitioner
Versus	
Topway Multitrade	... Respondent

CONSENT TERMS

1. The Parties have agreed to amicably settle the disputes forming part of the captioned proceedings and the Arbitral Award dated 18th March 2014 which is subject matter of challenge in the captioned proceedings shall be deemed to have been satisfied subject to the following terms:

A. Payment: The Brihanmumbai Electric Supply & Transport Undertaking [hereafter, '**BEST**'] shall pay to

M/s. Topway Multitrade [hereafter, ‘**Topway**’], a sum of Rs.4,16,69,155/- [Rupees Four Crores Sixteen Lakhs Sixty-nine Thousand One Hundred Fifty-five Only] on signing the consent terms being 25% of the principal sum of Award of Rs.16,66,76,720/-.

B. Grant of advertisement rights at Bus Queue Shelters:

- (i) The BEST shall grant rights to Topway to display advertisement on BEST’s identified and enlisted 200 Bus Queue Shelters [hereafter, ‘**BQS**’], the list of which is annexed hereto as **Annexure 1**.
- (ii) The said advertisement rights shall be granted free of cost for a period of 15 years commencing from August 2023 to August 2038 and shall be in accordance with the terms and conditions which are annexed hereto as **Annexure 2** which are the same terms on which a Tender No. AGM(C)/C-5/121/2022-23 dated 27.06.2022 for 2420 BQS has been awarded by BEST in favour of a third party in respect of certain other BQS. The aforesaid terms and conditions to the extent they provide for Display Charges, Security Deposit, Performance Guarantee, Tenure of Contract, Remuneration and Earnest Money Deposit shall not be applicable.
- (iii) In the event that the period for which BQS sites allotted to Topway, i.e., the period of 15 years is reduced or the BQS sites are not available to Topway for display of advertisements of their choice due to

any force majeure or other similar circumstances, BEST shall provide extension for the reduced period.

- (iv) Topway shall pay all statutory dues that may be applicable for obtaining and exercising such rights and will also be responsible to obtain necessary permissions for the same.
- (v) Topway will not claim any other BQS except the 200 BQS sites specified in Annexure 1 hereto under any circumstances and shall not be entitled to seek any replacement as against any of the enlisted BQS. Topway shall be solely responsible for looking after the said 200 Bus Queue Shelters.
- (vi) Topway shall not be entitled to claim any benefits, damages or compensation for any reason whatsoever during the contract period or thereafter on account of any difficulties, or hinderances faced for any reason whatsoever from deriving benefit from the said BQS.

C. Grant of space for Mobile Hoarding Vans

- (i) BEST shall grant rights to use 5 specified locations for stationing Mobile Hoarding Vans. The said locations are annexed as **Annexure 3**.
- (ii) The said rights are granted for a period of 10 years starting from 1st December 2022 till 30th November 2032. In the event that the period for which sites for Mobile Hoarding Vans allotted to Topway, i.e., the period of 10 years is reduced or the sites are not

available to Topway for display of advertisements of their choice due to any force majeure or other similar circumstances, BEST shall provide extension for the reduced period.

- (iii) If for any reason, any of the aforesaid locations become unavailable or cannot be put to the said use, then in such a situation, BEST shall give any alternate available location for stationing Mobile Vans in any of the BEST premises subject to availability of space and operational requirements.
- (iv) Legal Expenses and such other expenses, charges or dues, if any, not over Rs.2.00 crores (approx.) borne by the BEST Undertaking so far will stand adjusted in remaining amount payable to the Agency, since the agency has also incurred similar type of expenses.

D. Settlement of all disputes

- (i) This Consent Terms settled all disputes between the parties arising out of the Impugned Award dated 18th March 2014. Neither parties shall have any claims as against the other on any issue arising out of the said Award.
- (ii) Topway agrees to withdraw Commercial Execution Application No.315 of 2018 filed before this Hon'ble Court. BEST agrees to withdraw Criminal Complaint No.516/S/2016 filed at Metropolitan Magistrate

Court, Kurla, Mumbai.

For Topway Multitrade

For Brihanmumbai Electric
Supply & Transport
Undertaking

Mr. Pankaj Parsurampuria
Advocate for
Topway Multitrade

M/s. M.V. Kini & Co.
Advocates for
Brihanmumbai Electric
Supply & Transport
Undertaking