

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
NAGPUR BENCH : NAGPUR**

CIVIL APPLICATION (CAW) NO. 2595 OF 2022

IN

WRIT PETITION NO. 5048 OF 2017

Shellnet Services, Nagpur Vs. Mr. Anant Gupta and Ors.

Office notes, Office Memoranda of
Coram, appearances, Court's orders
or directions and Registrar's orders.

Court's or Judge's Orders.

Mr. A.P. Raghute, Advocate for petitioner.
Mr. H.D. Dangre, Advocate for respondents.

CORAM : VINAY JOSHI, J.

DATE : 05.12.2022.

Initially the petition was filed by original plaintiff against the order by which the trial Court has referred the matter for arbitration in terms of Section 8 of the Arbitration and Conciliation Act, 1996.

2. Being aggrieved the petitioner came in this writ petition. During pendency, the parties have settled the monetary dispute and to that effect has taken out this civil application.

3. The suit was filed by the plaintiff individual against office bearers of the HCL Comnet Ltd. There was a service contract of plaintiff with the company out of which monetary claim arose. It

was settled between the parties that the company would pay Rs.8,00,000/- (Rs.Eight Lakhs Only) towards full and final settlement of the dues of original plaintiff.

4. It has been submitted that the company was not made party in suit, however, existing Associate Director of Company, namely Mr.Mohan K. Mohare, on behalf of company, which is renamed as HCL Technologies Ltd., has signed and accepted the contents of the compromise.

5. Anyhow, the petitioner is interested in monetary settlement of which the authorities of company have agreed to pay Rs.8,00,000/- (Rs. Eight Lakhs Only) towards full and final settlement of the claim.

6. In view of above peculiar facts, compromise is accepted. The Company shall pay the agreed sum within stipulated period stated therein.

7. Stand over after **two weeks**.

8. The civil application stands disposed of.

JUDGE