

Vinita

IN THE HIGH COURT OF BOMBAY AT GOA
MISC. CIVIL APPLICATION NO. 2191 OF 2021-F
IN
WRIT PETITION NO.130 OF 2015

THE BICHOLIM MERCHANT URBAN
CO-OPERATIVE CREDIT SOCIETY LTD.
REP. BY NARAYAN R. MASHELKAR ... Petitioner.
VS
SHAILESH C. GOVEKAR ...Respondent.

Mr. G. Sardessai and Ms. S. Bangera, Advocate for the
petitioner.

WITH
WRIT PETITION N. 174 OF 2014

SHAILESH C. GOVEKAR ... Petitioner.
VS
THE BICHOLIM MERCHANT
URBAN CO-OPERATIVE CREDIT
SOCIETY LTD. REP. BY
NARAYAN R. MASHELKAR ... Respondent.

Mr. G. Sardessai and Ms. S. Bangera, Advocate for the
respondent.

CORAM: M. S. KARNIK, J
DATED: 2nd MAY 2023

P.C.

1. Heard learned counsel for the applicant.
2. Learned counsel for the applicant invites my attention to the award dated 19.8.2021 of the Labour Court. In paragraph 17 there is a reference to a settlement between the parties. He requested that reference be disposed of in terms of the consent

award. Clause 5 of the consent terms records that party no.1 and party 2 shall withdraw the cases pending in various Courts. The learned counsel for the applicant/petitioner in Writ Petition No. 130/2015 has fairly pointed out that present MCA No.2191/2021/F is pertaining only to Writ Petition No. 130/2015 in which leave is sought to withdraw the writ petition. However, in view of the consent terms reflected from the order of the Labour Court, even the writ petition no.174/2014 will not survive. There is no representation on behalf of the petitioner in writ petition no.174/2014. I am satisfied that in view of the consent terms, nothing survives for consideration in Writ Petition No. 174/2014. The same is also disposed of.

3. Writ Petition No. 130/2015 is disposed of as withdrawn.
4. Writ Petition No.174/2014 is disposed of in view of the consent terms. Liberty to apply if need arises.

M. S. KARNIK J.