

Ms. Heena Shaikh i/by M.V.Kini and Co., for Petitioner.
Mr. Darshan juikar for Respondent No.1.

CORAM: N.J.JAMADAR, J.

DATE : 13 JUNE 2023

P.C.

1. Heard the learned Counsel for the parties.
2. The learned Counsel for the parties submits that the parties have amicably resolved the dispute and Consent Terms have been executed. The learned Counsel seek leave to tender Consent Terms.
3. Leave granted.
4. Mr. M.M.Shaikh, Divisional Engineer, Vigilance (Supply) and Mr. Biswanath N. Saha, Authorized Representative of Respondent No.1 – Hotel New Bengal, are present in Court. Mr. Mohamed Siraj Biry, Director of Respondent No.1 is also present. The Additional Engineer, Vigilance (Supply) of the Petitioner and the Authorized Representative of the Respondent No.1 admit the contents of the Consent Terms and execution thereof. Upon being enquired, they submit that they have voluntarily executed the Consent Terms and there is no coercion or duress. It appears

that the parties have arrived at a comprehensive settlement of the dispute voluntarily.

5. Hence, the Consent Terms are taken on record and marked 'X'.

6. The Consent Terms, inter alia, read as under :

“During the pendency of the writ petition, the parties have agreed to amicably settle the pending dispute in terms as agreed by and between the parties whereby it is agreed that the BEST Undertaking will refund amount of Rs.7,50,000/- to the Respondent, Hotel New Bengal subject to the terms and conditions stipulated herein below :

1. The order of the Appellate Authority under Section 127(2) under the Electricity Act, 2003 i.e. Superintendent Engineer, Energy & Labour Department, Mumbai, stands set aside.

2. The Respondent, Hotel New Bengal hereinafter will not claim any interest or benefits as per Order dated 22.04.2013 passed by the Appellate Authority.

3. The Respondent will not be entitled for any monetary benefits whatsoever for the said intervening period except for an amount of Rs.7,50,000/- (Rupees Seven Lakhs Fifty Thousand only).

4. The Respondent accepts the present settlement as full and final settlement and no claim of whatsoever nature in the matter will be raised by him in future.

5. The Petitioner BEST Undertaking will retain the balance amount of Rs.7,50,000/- and the same shall be adjusted in earlier assessment of the Respondent Hotel.

6. In view of the above Consent Terms, Writ Petition No.1919 of 2014 pending before the Hon'ble High Court stands disposed of.”

7. In view of the aforesaid Consent Terms, the Petition stands disposed in accordance with the Consent Terms.

(N.J.JAMADAR, J.)