

Santosh

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
ORDINARY ORIGINAL CIVIL JURISDICTION**

**WRIT PETITION NO. 2957 OF 2018**

SANTOSH  
SUBHASH  
KULKARNI

Digitally signed by  
SANTOSH SUBHASH  
KULKARNI  
Date: 2023.03.08  
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Emkay Global Financial Services Ltd.

...Petitioner

**Versus**

Suresh Vrajlal Shah

...Respondent

Mr. Anoop Sharma, for the Petitioner.

Mr. Akshay Deshmukh, a/w Gaurangi Patil and Vidhi Sutar,  
for the Respondent.

**CORAM: N. J. JAMADAR, J.**

**DATED : 6<sup>th</sup> MARCH, 2023**

**PC:-**

1. Heard the learned Counsel for the parties.
2. The learned Counsel for the parties submit that the parties have amicably resolved the dispute and seek leave to tender Minutes of Order.

Leave granted.

3. Minutes of Order ("X") are taken on record. There shall be an order of the Court in terms of the Minutes of Order ("X"), which read as under:

"1. The parties arrived at an amicable settlement upon the intervention of the Court and has agreed to the following:

2. By consent of the parties the Award dated 19<sup>th</sup> June, 2018 passed by VII Labour Court, at Mumbai in Reference (IDA) No.526 of 2010 stands quashed and set aside on

payment of an agreed amount of Rs.70,000/- (Rupees Seventy Thousand only) vide Cheque No.000475 dated 6<sup>th</sup> March, 2023 drawn on HDFC Bank, Regal Branch, Mumbai in satisfaction of full and final settlement of all claims of Respondent against the Petitioner.

3. Respondent undertakes and agrees to not to take benefit and/or disclose to anyone the Award dated 19<sup>th</sup> June, 2018 passed by VII Labour Court, at Mumbai in Reference (IDA) No,526 of 2010 without express permissions of the Petitioner.

4. It is hereby understood between the parties that the Respondent has no surviving claim with respect to the subject matter of the Appointment letter dated 22<sup>nd</sup> November, 2006.

5. The parties agree and undertakes that they shall not make any allegations and/or malign each other upon execution of the present.”

4. Petition stands disposed.

5. No order as to costs.

**[N. J. JAMADAR, J.]**