



**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD**

WRIT PETITION NO. 10271 OF 2023

GOVARDAN MOTILAL BIHANI
VERSUS
STATE OF MAHARASHTRA THROUGH MINISTER AND OTHERS

...
Advocate for the Petitioner : Mr. A. A. Joshi h/f. Mr. Sharad V. Nattu
AGP for Respondents No.1 to 3 : Mr. A. S. Shinde
Advocate for Respondent No.4 : Mr. A. V. Hon
Advocate for Respondents No.5 to 11 : Mr. M. V. Salunke

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WITH WRIT PETITION NO. 10260 OF 2023
WITH WRIT PETITION NO. 10232 OF 2023
WITH WRIT PETITION NO. 11381 OF 2023
WITH WRIT PETITION NO. 11380 OF 2023
..

CORAM : S. G. MEHARE, J.

DATE : 12-02-2024

PER COURT :-

1. Parties have submitted a settlement deed as if it is a by-law, determining the forum for future disputes. It also includes an Arbitration clause and counterparts. Various other clauses have been included in the settlement deed, which has no direct concern with the dispute. They had a simple about admitting and accepting the person as a member of Bharat Audyogik Sankul Sahkari Sanstha Maryadit, Ahmednagar. The Court should not accept the terms which are beyond the dispute. So, considering the nature of

the dispute, the settlement is accepted only in terms of Article-2, titled 'settlement', and Article-3, titled 'acceptance'. The rest of the contents are not accepted as settlement terms.

2. In view of the agreement and acceptance of the settlement as observed above, all writ petitions stand disposed of.

(S. G. MEHARE)
JUDGE

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