

Arjun

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

WRIT PETITION NO.898 OF 2016

M/s. A2Z Infra Management And Services Ltd. ...Petitioner
(Now known as A2Z Infraservices Ltd.)

Versus

Maharashtra Suraksha Rakshak Aghadi & Anr. ...Respondents

**WITH
INTERIM APPLICATION (L) NO.27752 OF 2024
IN
WRIT PETITION NO.898 OF 2016**

M/s. A2Z Infra Management And Services Ltd. ...Applicant
(Now known as A2Z Infraservices Ltd.)

IN THE MATTER BETWEEN:

M/s. A2Z Infra Management And Services Ltd. ...Petitioner
(Now known as A2Z Infraservices Ltd.)

Versus

Maharashtra Suraksha Rakshak Aghadi & Anr. ...Respondents

**AND
CIVIL APPELLATE JURISDICTION**

**CONTEMPT PETITION NO.426 OF 2024
IN
REFERENCE (IT) NO.6 OF 2006**

Maharashtra Suraksha Rakshak Aghadi ...Petitioner

Versus

A2Z Infraservices Ltd. ...Respondents
(Earlier known as M/s. A2Z Infra Management
And Services Ltd.) & Ors.

Mr. Ravish Mishra, for the Petitioner in WP/898/2016, for the Applicant in IA(L)/27752/2024, and for the Respondent Nos.1 & 2 in CP/426/2024.

Ms. Jane Cox a/w Mr. Rahil Fazalbhoy i/b Mr. Manmohan A. Amonkar, for Respondent No.1 in WP/898/2016.

Ms. Jane Cox i/b Mr. Rahil Fazalbhoy, for the Petitioner in CP/426/2024.

Mr. Suresh Kumar Pradhan, Authorised Signatory of Petitioner in WP/898/2016, present.

Mr. Kalpesh Nadkarni, Joint Secretary of Respondent No.1 in WP/898/2016 and Petitioner in CP/426/2024, present.

CORAM: MADHAV J. JAMDAR, J.
DATED: 14 NOVEMBER 2024

P.C.:

WRIT PETITION NO.898 OF 2016

1. Mr. Ravish Mishra, learned Counsel for the Petitioner and Ms. Jane Cox, learned Counsel for Respondent No.1 state that parties have settled the dispute. Both of them tender the Consent Terms dated 13th November 2024.

2. The Consent Terms are signed on behalf of the Petitioner by Mr. Suresh Kumar Pradhan, the Authorised Signatory of the Petitioner, who is personally present in Court. Mr. Suresh Kumar Pradhan has been authorised to sign the Consent Terms by the Authority Letter dated 12th November 2024 issued by Dipali Mittal, the Director of the Petitioner. Mr. Suresh Kumar Pradhan, who is personally present in Court, states

that parties have settled the dispute in terms of the Consent Terms and that the Consent Terms are signed by him. His signature is identified by Mr. Ravish Mishra, learned Counsel for the Petitioner. The Consent Terms are also signed by Mr. Kalpesh U. Nadkarni, Joint Secretary of the Respondent No.1, who is personally present in Court. He also states that the dispute between the parties has been settled in terms of the Consent Terms and he has signed the Consent Terms on behalf of the Respondent No.1. Mr. Jane Cox, learned Counsel for Respondent No.1 identifies the signature of Mr. Kalpesh U. Nadkarni.

3. Accordingly, the said Consent Terms are taken on record and marked "X" for identification.

4. Accordingly, the Writ Petition is disposed of in terms of the Consent Terms with no Order as to costs.

5. As the Writ Petition itself is disposed of in terms of the Consent Terms, the bank guarantee which has been directed to be furnished by the learned Single Judge by Order dated 29th July 2016 and by further Orders including Orders dated 24th September 2024, 10th October 2024 and 24th October 2024, need not be furnished to the Office.

CONTEMPT PETITION NO.426 OF 2024

1. The Contempt Petition has been filed by the Respondent No.1 in Writ Petition No.898 of 2016 by contending that there is violation to

implement the Award dated 12th February 2015 of the learned Industrial Tribunal, Mumbai in Reference (IT) No.6 of 2006. However, the parties have settled the dispute in terms of the Consent Terms. The Respondents in Contempt Petition have agreed to pay the amount as mentioned in Clause No.10 of the Consent Terms and actually paid the said amount, and accordingly contempt is purged. By the Affidavit dated 2nd September 2024 filed by the Respondent Nos.2 to 6 unconditional apology is tendered. In the facts and circumstances, the said apology tendered by the Respondent Nos.2 to 6 is accepted. Thus, no further Orders are required to be passed in the Contempt Petition.

2. Accordingly, the Contempt Petition is disposed of.

INTERIM APPLICATION (L) NO.27752 OF 2024

1. In view of disposal of the Writ Petition and the Contempt Petition, nothing survives in the Interim Application and the same is also disposed of.

[MADHAV J. JAMDAR, J.]