

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

INTERIM APPLICATION NO. 1892 OF 2024
IN
WRIT PETITION NO. 1076 OF 2022

Adil B. Dubash

...Petitioner

Versus

Air India Ltd. & Anr.

...Respondents

Mr. Adil B. Dubash, Applicant present in person.

Mr. Lancy D'souza a/w Ms. Deepika Agarwal i/by Mr. V.M. Parkar,
Advocate for Respondent No.1.

Mr. Neel Helekar a/w Mr. Aniruddha Garge, Advocate for
Respondent No.2.

CORAM : RAVINDRA V. GHUGE
&
M.M. SATHAYE, JJ.

DATE :- 15th OCTOBER, 2024

PER COURT :-

1. We have perused the order passed by this Court dated 13th September, 2023 in Writ Petition No.1076 of 2022, with Interim Application (L) No. 25305 of 2023, with Interim Application (L) No.36637 of 2022, with In Person Application No. (L) No.31303 of 2021 in Writ Petition No.1076 of 2022.

2. Though belatedly, Air India Limited has credited the amount of Rs.1,87,522/- to the Applicant in person. By this Interim Application, which is actually in the nature of a Review Application, the Applicant in Person has expressed a grievance for the delayed payment of the amount. He has demanded interest for the period from January, 1995 to December, 2008 and has claimed an amount of Rs.1,95,022/- towards 8% interest.

3. The learned Advocate representing Air India Limited has relied on the Judgment of the Hon'ble Supreme Court delivered in *R.S. Madireddy and Another V/s. Union of India and Others, 2024 SCC OnLine SC 965*. He, therefore, contends that no proceedings in this Court in the form of a Writ Petition under Article 226, would be maintainable.

4. During the course of the hearing, we called upon the Applicant in Person to state as to whether, he would be willing to give a quietus to this litigation if Air India Limited offers an amount of Rs.1,00,000/- to him towards interest, without prejudice to their rights and contentions, as a complete resolution to the pending dispute. The Applicant in Person expressed his desire that if Air

India Limited gives him an amount of Rs.1,00,000/-, he is willing to close this litigation. The learned Advocate for Air India Limited sought time till today to make a statement.

5. Today, the learned Advocate for Air India Limited has submitted that only because the Applicant in Person has shown his willingness in the open Court, as a special case, that an amount of Rs.1,00,000/- in addition to the amount already paid, would be paid to the Applicant within 30 days from today. The latter agreed for the said arrangement as a comprehensive settlement of the present dispute.

6. In this context, in order to ensure that no further litigation occurs or emerges out of the issue arising from Writ Petition No. 1076 of 2022, we called upon the Applicant in Person to tender an affidavit. Accordingly, he has tendered an affidavit (three pages), which is taken on record and marked as 'X' for identification. He draws our attention to Clauses 1, 2 and 3 of the affidavit and submits that the said offer is unconditionally accepted.

7. In view of the above, **this Application is disposed off** and

we record that the litigation in connection with the cause raised in the Writ Petition, is put to rest. No claim or proceedings or Petition or Application, directly or indirectly connected with this issue, would be filed by the Applicant in Person before any Court or Tribunal or Authority.

8. The Applicant in Person agrees to tender a cancelled cheque in the office of the learned Advocate for the Air India Limited, within three days, in order to enable Air India Limited to record his Bank Account Number, the RTGS details and credit the amount of Rs.1,00,000/- directly in his account. The learned Advocate for the Air India Limited, is agreeable. We expect Air India Limited to ensure that the amount is deposited in the account of the Applicant in person, within a period of 30 days.

(M.M. SATHAYE, J.)

(RAVINDRA V. GHUGE, J.)