

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIRCUIT BENCH AT KOLHAPUR
CIVIL APPELLATE JURISDICTION**

WRIT PETITION NO. 11352/2025

Elecon Energy Solutions Pvt. Ltd.
Vs.
Municipal Corporation of City of Ichalkaranji and another
.....

Mr. Chetan G. Patil, a/w Mr. R.R. Kinkar, Advocate for the Petitioner
Mr R.L. Chavan, a/w Mr. D.V. Rane, Advocate for the Respondent No.1
Mr. Sudarshan Patil, Advocate for respondent No.2
.....

**CORAM : MADHAV J. JAMDAR &
PRAVIN S. PATIL, JJ.
DATE : 05.05.2026.**

P C. :

1. Mr. Chetan Patil, learned counsel appearing for the petitioner, and Mr. R.L. Chavan, learned counsel appearing for respondent No. 1, submit that the dispute between the parties in the writ petition has been settled in terms of the Consent Terms. Both learned counsel tender the Consent Terms. The said Consent Terms are signed by the petitioner through Mr. Rajesh A. Rajguru, duly authorized representative of the petitioner, as per the Company Resolution dated 16.09.2025 and also by the respondent – Municipal Corporation of the City of Ichalkaranji through Mr. Abhaykumar Pandurang Shirolkar, Executive Engineer of the Municipal Corporation of the City of Ichalkaranji, who is duly authorized to sign the Consent Terms. Copies of the Company Resolution of the petitioner, as well as the authorization letter issued by the Municipal Corporation of

the City of Ichalkaranji, are annexed to the Consent Terms.

2. The authorized representative of the petitioner, Mr. Rajesh A. Rajguru, as also Mr. Abhaykumar Pandurang Shirolkar, authorized representatives of the respondent Corporation are present in Court and state that both the parties have settled the dispute in terms of the Consent Terms and have signed the same and that the writ petition be disposed of in terms of the Consent Terms. Accordingly, the Consent Terms are taken on record and marked as "X" for identification. The Consent Terms are reproduced hereinbelow for ready reference:

"a. That this Hon'ble Court be pleased to declare that the Impugned Termination Notice dated 30th May 2025 issued by Respondent No. 1 is arbitrary and issued without considering the principles of natural justice, and is therefore null, void, and non est

b. That this Hon'ble Court be pleased to issue a Writ of Certiorari or any other Writ, Order or Direction in the nature of Writ of Certiorari, thereby quashing and setting aside the Impugned Termination Notice dated 30th May 2025 issued by Respondent Nos. 1.

c. That this Hon'ble Court be pleased to issue a Writ of Certiorari or any other Writ, Order or Direction in the nature of Writ of Certiorari, thereby quashing and setting aside the Tender Notice dated 13th September 2025 issued by Respondent Nos. 1 in respect of the subject project work, and further restrain Respondent Nos. 1 from opening, considering, or finalising the bids, or in any manner acting in furtherance thereof.

d. That pending the hearing and final disposal of the present Petition, that this Hon'ble Court be pleased to issue a Writ of

Certiorari or any other Writ, Order or Direction in the nature of Writ of Certiorari, thereby quashing and setting aside the Tender Notice dated 13th September 2025 issued by Respondent Nos. 1 in respect of the subject project work, and further restrain Respondent Nos. 1 from opening, considering, or finalising the bids, or in any manner acting in furtherance thereof.

e. That pending the hearing and final disposal of the present Petition, this Hon'ble Court be pleased to stay the operation, implementation or effect of the Impugned Termination Notice dated 30th May 2025 issued by Respondent No. 1

f. Ad-Interim Reliefs in terms of prayer clauses (d) and (e)

g. For such other reliefs as this Hon'ble Court may deem fit and necessary

h. For costs”

3. The statements contained in the Consent Terms are accepted as undertakings given to this Court.

4. Accordingly, the writ petition is disposed of in terms of the Consent Terms.

Digitally
signed by
RANJANA
SAMEER
SAHARE
Date:
2026.05.06
16:59:40
+0530

R.S. Sahare

[PRAVIN S. PATIL, J.]

[MADHAV J. JAMDAR, J.]