

Digitally signed
by URMILA
PRAMOD
INGALE
Date:
2026.02.21
15:24:08
+0530

URMILA
PRAMOD
INGALE

**‘IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION**

WRIT PETITION NO. 11568 OF 2018

Mrs. Manjula Kashinath Jamdade ... Petitioner
Versus
Shri. Sheshrao Bade,
The Education Officer (Primary),
Zilla Parishad and ors. Respondents

**WITH
WRIT PETITION NO. 3364 OF 2018**

Arun Tanaji Thanage ... Petitioner
Versus
Shri. Sheshrao Bade,
The Education Officer (Primary),
Zilla Parishad and ors. Respondents

**WITH
WRIT PETITION NO. 9670 OF 2019**

Alka Tukaram Pandav ... Petitioner
Versus
Shri. Sheshrao Bade,
The Education Officer (Primary),
Zilla Parishad and ors. Respondents

**WITH
WRIT PETITION NO. 12666 OF 2018**

Mrs. Mangala Bajirao Potre ... Petitioner
Versus
Shri. Sheshrao Bade,
The Education Officer (Primary),
Zilla Parishad and ors. Respondents

2. As the same issues are involved in these writ petitions, all these writ petitions are disposed of by passing a common order. For ease of reference, facts in the Writ Petition No. 11568 of 2018 are mentioned in this common order.

3. Prior to filing of these petitions, there were proceedings filed in this Court seeking similar reliefs which we shall advert to shortly.

4. The petitioners are working as peons with the respondent no. 4-School. By an order dated 12/03/2012, Writ Petition No. 1273 of 2012 filed by the petitioners along with other connected petitions were disposed of by this Court. The said order reads thus:

“1. The grievance of the petitioners in these matters is that although they are working as peons i.e. the non-teaching staff in the school of Respondent Nos.1 and 2, they have not been paid their dues/salary in accordance with the provisions of the MEPS Act. It is not in dispute that the respondent school is a recognised unaided school. Nevertheless, by virtue of section 3(1) of the MEPS Act, the provisions of the said Act are applicable to the respondent school. To get over this position, the respondent school through Counsel contends that the petitioners in each of these petitions were appointed on contract basis to do job work and not as employees of the school as such. It is however not in dispute that the petitioners were employed to discharge the work of peon. The fact whether the petitioners would be covered by the definition of "employee" u/s 2(7) of the MEPS Act or otherwise is a matter which will have to be addressed in first place and if so, the consequential question to be considered would be whether the petitioners have been paid their dues in accordance with the provisions of MEPS Act. Both these issues can be enquired into by the Education Officer of

the area, Respondent No.3 herein.

2. In the circumstances, we dispose off these petitions on the following terms:

i) the Education Officer i.e. the Respondent No.3 shall enquire into the two questions referred to above on the basis of representation made by the petitioners after giving opportunity to all concerned.

ii) All questions in that behalf are left open to be decided by respondent No.3.

iii) The enquiry shall be conducted by the Education Officer as expeditiously as possible and in any case to be completed within six weeks from today.

iv) The petitioners as well as the representative of the respondent school shall participate in the said proceedings and extend full cooperation for early disposal thereafter.

v) They shall appear in the Office of the Respondent No.3 Education Officer on 19.3.2012 at 11 am on which date, the Education Officer may call upon the parties to submit all the relevant material in support of their respective stand and assign suitable date when the parties can be heard so as to finally conclude the enquiry within the specified time.”

5. It is pertinent to note that pursuant to the passing of the order dated 12/03/2012 and as can be seen from the record, there was a meeting held between the petitioners and other persons with the Management on 10/05/2012. A settlement came to be recorded which reflects in the order dated 22/04/2013 passed by this Court in Contempt Petition No. 70 of 2013. The Contempt Petition No. 70 of 2013 along with connected contempt petitions were filed by the petitioners alleging breach of the order dated 12/03/2012. The relevant portion of the order dated 22/04/2013

passed by this Court in Contempt Petition No. 70 of 2013 reads thus:

“3. Mr. Sathe, the learned senior counsel appearing on behalf of respondent Nos.3 and 4 relied upon separate letters all dated 25th May 2012, addressed by the advocate of the petitioners who had filed the Writ Petitions in which the said order, of which contempt is alleged, was passed. The same advocate appears before us for the petitioners in these Contempt Petitions. The petitioners, under cover of the said letter dated 25th May, 2012, forwarded copies of the minutes of the meeting held on 10th May, 2012 between the petitioners and the Management and receipts of Rs.3,00,000/- issued by each of the petitioners. Mr. Sathe also relied upon the order/communication of the Education Officer dated 26th May, 2012, addressed to this Court recording that a compromise was arrived at between the petitioners and the Management. The fact that a compromise was arrived at is, therefore, not disputed. The petitioners, however, contended that the said compromise was brought about by coercion and undue influence on the part of the Management as well as by the Education Officer.

4. The said letter dated 25th May, 2012, addressed by the petitioners advocate as well as the enclosures thereto and the fact of receipt of the amount of Rs.3,00,000/- is, however, not mentioned in the contempt petitions. These facts ought to have been mentioned.

5. We do not intend expressing any view on the correctness of the petitioners said contention regarding the validity of the compromise which is taken only during the course of arguments. It is not raised in the petition.

6. Even assuming that the order/communication of the Education Officer is wrong for any reason, including on account of the alleged coercion or undue influence, the petitioners ought to adopt proceedings for having the same set aside. There is no warrant for taking any action for contempt, at least at this stage. In the event of there being a finding to the effect that the order was passed due to coercion or undue influence, the petitioners are at liberty to file a fresh petition for contempt.”

6. Thus, we find that the aforesaid order passed in Contempt Petitions clearly records about the compromise that was entered

into between the petitioners and the Management- School. This Court, in paragraph 3 of the said order, has recorded the fact that a compromise was arrived at is not disputed. The petitioner however contended that the said compromise was brought about by coercion and undue influence on the part of the Management as well as by the Education Officer. This Court therefore, in paragraph 6, observed that even assuming that the order/communication of the Education Officer is wrong for any reason, including on account of the alleged coercion or undue influence, the petitioners ought to adopt proceedings for having the same set aside. In such a view of the matter, it was observed that there was no warrant for taking any action for contempt.

7. The petitioners again filed Contempt Petition No. 290 of 2015 along with other connected Contempt Petitions which came to be disposed of on 13/07/2017 by this Court. This Court observed in paragraphs 5 & 6 as under :

“ 5. Having considered the submissions made by the learned counsel for the parties and having gone through the order dated 22nd April, 2013 passed in Contempt Petitions more particularly Para 5 and 6 of the said order, we are of the view that the present Contempt Petitions are wholly misconceived. It is not in dispute that there is no finding given by Competent Authority holding that the order of the Education Officer recording compromise entered into by the Petitioners is on the basis of “alleged coercion or undue influence”.

6. In the circumstances in view of the observations contained in paragraph Nos. 5 and 6 of the aforesaid order dated 22nd April, 2013 in our considered view, it is not open for the Petitioners to file a fresh Contempt Petition without there being any findings of any Competent Authority as mentioned in paragraph 6 of the order.”

8. It is significant to note that the petitioners in view of the order passed by this Court made a representation to the Education Officer on 29/07/2017. A request was again made for payment of pay scale in terms of Maharashtra Employees of Private Schools (Conditions of Service) Regulation Act, 1977 (‘MEPS Act’, for short). Paragraphs 8 & 10 of the representation reads thus :

“ 8. I submit that Education Officer, Mr. R.A.Pawar did not obey the directions given by their Lordships Mr.A.M.Khanwilkar (J) and Mr N.M.Jamdar (J) and disobeyed the orders of Their Lordships and committed offence under Contempt of Court Act. My clients submit that Education Officer Zilla Parishad (Primary) purposefully and knowingly caused loss to my clients. I submit that my clients were compelled to compromise the matter with the Res. Nos 3 and 4 for his wrongful gain and committed offences under Section 420, 406 read with section 34 of the Indian Penal Code.

10. On behalf of my clients I submit that my clients were compelled to accept the compromise and contents of the minutes of the meeting dated 25th May 2012 which were held by Management. My clients submit that compromise was brought about by coercion and undue influence on the part of the Management as well as the Education Officer.”

9. The request made in the representation to the Education Officer was to direct the Management and School Authorities to comply with the orders passed by this Court.

10. As we have already noted above, this Court had in so many words observed that there is no breach of the order dated 12/03/2012 passed by this Court. It is pertinent to mention that in this petition, the order dated 31/10/2017 which is at page 113 of the petition passed by the Education Officer (Primary) on the representation made by the petitioners is not under challenge. Nonetheless, learned counsel for the petitioners made an attempt to submit that the Education Officer was in error in holding that the petitioners are not covered by the provisions of MEPS Act. Learned counsel for the petitioners urged that the petitioners should be paid pay scale in terms of what is provided under the MEPS Act.

11. It is significant to note the terms of the compromise which was admittedly entered into by the petitioners and the Management. The scanned copy of terms of the compromise reads thus :



FE 717861

12 MAR 2012

MINUTES OF THE MEETING DATED 10th MAY 2012 HELD IN A.J.L. AMBANI SCHOOL

(English Medium), LODHKAL

Representatives of A.J.L. Ambani School (English Medium) Lodhkal	Representatives of Writ Petitioners
1. Shri V.K. Patil Chairman - Local Advisory Committee	1. Shri Chandrabhai Eklur Advocate for the Petitioners
2. Mr. Rama Lakshmi Venkat Principal - A.J.L. Ambani School (Eng Ed), Lodhkal	2. Shri Atmakishor Shinde By Institution
3. Shri M.K. Khairat Member Local Advisory Committee	3. Shri B.C. Kumbhar By Institution
4. Shri A.V. Sawade By Institution	4. Shri Sanjay Subhash Sangle Writ Petition No. 1265 of 2012
5. Shri A.V. Bhatnagar By Institution	5. Shri Anil Kham Sangle Writ Petition No. 1266 of 2012

M.P. मोरे R. Patil

SC

M.P. M.K.J.



AFTER discussion & deliberation on the Writ Petition No. 1265 of 2012 to 1273 of 2012, following was unanimously concluded:-

1. Back Service Payment as one-time payment, lumpsum amount:

Name of the Writ Petitioner	Amount (Rs.)
1. Shri Sanjay Subhash Sangle Writ Petition No. 1265 of 2012	3,00,000.00
2. Shri Anil Kham Sangle Writ Petition No. 1266 of 2012	3,00,000.00
3. Shri Arun Tanaji Thangaraj Writ Petition No. 1267 of 2012	4,00,000.00
4. Mr. Mangala Raju Patil Writ Petition No. 1268 of 2012	3,00,000.00
5. Mr. Alka Tukaram Pandey Writ Petition No. 1269 of 2012	3,00,000.00
6. Mr. Vandana Bhanu Thakar Writ Petition No. 1270 of 2012	3,00,000.00
7. Mr. Shale Shantaram Chavan Writ Petition No. 1271 of 2012	3,00,000.00
8. Mr. Rajadhar Rajendra Patil Writ Petition No. 1272 of 2012	3,00,000.00
9. Mr. Mangala Subhash Jambale Writ Petition No. 1273 of 2012	3,00,000.00

Above amount covers Back service payment as Lumpsum amount as one-time payment upto 31st May, 2012 and the same will be paid within 10 days from the date of Minutes of Meeting. The above service payment is subject to statutory deductions, if any.

2. Service Payment

Service Payment will be revised with effect from 1st June, 2012 as under:

Name of the Writ Petitioner	Amount of service payment per month as Cost to School basis (CTS)
1. Shri Sanjay Subhash Sangle Writ Petition No. 1265 of 2012	30500.00
2. Shri Anil Kham Sangle Writ Petition No. 1266 of 2012	30500.00
3. Shri Arun Tanaji Thangaraj Writ Petition No. 1267 of 2012	40500.00
4. Mr. Mangala Raju Patil Writ Petition No. 1268 of 2012	30500.00
5. Mr. Alka Tukaram Pandey Writ Petition No. 1269 of 2012	30500.00
6. Mr. Vandana Bhanu Thakar Writ Petition No. 1270 of 2012	30500.00
7. Mr. Shale Shantaram Chavan Writ Petition No. 1271 of 2012	30500.00

M.P. मोरे A.D. R. Patil

M.P. M.K.J.

8. Ms. Rajashree Rajendra Polkar Writ Petition No. 1272 of 2012	25000.00
9. Ms. Manjula Keshavnath Jurebale Writ Petition No. 1273 of 2012	10500.00

Concerned persons are surplus and not required by the J.H. Ambani School, however, with a view to amicable settlement, these persons will be engaged through service provider with effect from 1st June, 2012.

The School will avail the services of the Petitioners through a separate contract based on the terms and conditions to be decided from time to time with the Service provider.

1. Appointment of Service

With effect from 1st June, 2012, Service provider shall issue his appointment letters to the above Petitioners. Service payment to the above Petitioners by the service provider shall be as per the service payment drawn as on 31st May, 2012.

All the demands and disputes of the Petitioners prior to 1st June, 2012 are fully and finally settled. The concerned persons will have no claims of whatsoever nature, for reinstatement or re-employment with the J.H. Ambani School, Lodiwall.

Consequent to the signing of these Minutes of the Meeting, disputes between the Respondents & Petitioners stands settled. Accordingly, the above Petitioners to withdraw the complaint pending before the Education Officer (Primary), Kolgaol 28th Petition, Alibaug, on the next date of hearing i.e. 16th May, 2012.

J.H. Ambani School (Hindi Medium), Lodiwall Representatives:

Shri V.K. Pathi
Chairman - Local Advisory Committee

Mrs. Rama Laxmi Vansari
Principal - J.H. Ambani School (English Medium)

Shri N.K. Murali
Member-Local Advisory Committee

Shri A.V. Sawant
By Invitation

Shri A.V. Ambekar
By Invitation

PETITIONERS/Representatives:

Shri Chaitanbhai Bhalu
Advocate for the Petitioners

Shri Chaitanbhai Bhalu
By Invitation

Shri R.C. Kumbhar
By Invitation

Shri Sanjay Sushant Sangle
Writ Petition No. 1263 of 2012

Shri Anand Kishan Sangle
Writ Petition No. 1265 of 2012

Shri Anand Kishan Sangle
Writ Petition No. 1267 of 2012

Ms. Anurag Rajendra Patil
Writ Petition No. 1268 of 2012

Ms. Anurag Rajendra Patil
Writ Petition No. 1269 of 2012

Ms. Vandana Shriya Thakur
Writ Petition No. 1270 of 2012

Ms. Shashi Shantaram Chavan
Writ Petition No. 1271 of 2012

Ms. Rajashree Rajendra Polkar
Writ Petition No. 1272 of 2012

Ms. Manjula Keshavnath Jurebale
Writ Petition No. 1273 of 2012

12. For facility of reference, the Minutes of the Meeting dated 10/05/2012 is transcribed reading thus :

“Minutes of the Meeting dated 10th May 2012 held in J.H. Ambani School (English Medium), LODHIVALI

Representatives of J.H. Ambani School (English Medium) Lodhivali	Representation of Writ Petitions
Shri V.K.Patil Chairman-Local Advisory Committee	1. Shri Chandrakant Bidkar Advocate for the Petitioners.
Mrs. Rama Laxman Vemuri Principal- J.H. Ambani School (English Medium)	2. Shri Allauddin Shaikh By invitation
Shri N.K. Mantri Member-Local Advisory Committee	3. Shri B.C. Kamble By Invitation
Shri A.V.Sawant By invitation	4. Shri Sanjay Subhash Sangle Writ Petition No. 1265 of 2012
Shri A.V. Betkekar By Invitation	5. Shri Amol Kisan Sangle Writ Petition No. 1266 of 2012
	6. Shri Arun Tanaji Thanage Writ Petition No. 1267 of 2012
	7. Mrs. Mangala Bajirao Potre Writ Petition No. 1268 of 2012
	8. Ms. Alka Tukaram Pandav Writ Petition No. 1269 of 2012
	9. Ms. Vandana Bhivraj Thakur Writ Petition No. 1270 of 2012
	10. Ms. Shaila Shantaram Chavan Writ Petition No. 1271 of 2012
	11. Ms. Rajashree Rajendra Palkar Writ Petition No. 1272 of 2012
	12. Ms. Manjula Kashinath Jamdade Writ Petition No. 1273 of 2012

Sub: Discussion and amicable settlement in respect of Writ Petition Nos.1265 of 2012 to Writ Petition Nos. 1273 of 2012 filed before the Hon'ble High Court, Mumbai and as per the directions given by the Hon'ble High Court, Mumbai to Education Officer (Primary), Raigad Zilla Parishad, Alibaug to enquire in the matter of Petitioner.

After discussion & deliberation on the Writ Petition Nos. 1265 of 2012 to 1273

of 2012, following was consensually concluded :-

1. Back Service Payment as one-time payment Lumpsum amount :

Name of the Writ Petitioner	Amount (Rs.)
1. Shri Sanjay Subhash Sangle Writ Petition No. 1265 of 2012	3,00,000.00
2. Shri Amol Kisan Sangle Writ Petition No. 1266 of 2012	3,00,000.00
3. Shri Arun Tanaji Thanage Writ Petition No. 1267 of 2012	3,00,000.00
4. Ms.Mangala Bajirao Potre Writ Petition No. 1268 of 2012	3,00,000.00
5. Ms. Alka Tukaram Panday Writ Petition No. 1269 of 2012	3,00,000.00
6. Ms. Vandana Bhivraj Thakur Writ Petition No. 1270 of 2012	3,00,000.00
7. Ms. Shaila Shantaram Chavan Writ Petition No. 1271 of 2012	3,00,000.00
8. Ms. Rajashree Ranjendra Palkar Writ Petition No. 1272 of 2012	3,00,000.00
9. Ms. Manjula Kashinath Jamdade Writ Petition No. 1273 of 2012	3,00,000.00

Above amount covers back service payment as Lumpsum amount as one-time payment upto 31st May, 2012 and the same will be paid within 10 days from the date of Minutes of Meeting. The above service payment is subject to statutory deductions, if any.

2. Service payment

Service payment will be revised with effect from 1st June, 2012 as under:

Name of the Writ Petitioners	Amount of service payment per month as Cost to School basis (CTS)
1. Shri Sanjay Subhash Sangle Writ Petition No. 1265 of 2012	10500.00
2. Shri Amol Kisan Sangle Writ Petition No. 1266 of 2012	10500.00
3. Shri Arun Tanaji Thanage Writ Petition No. 1267 of 2012	10500.00

4. Ms.Mangala Bajirao Potre Writ Petition No. 1268 of 2012	10500.00
5. Ms. Alka Tukaram Panday Writ Petition No. 1269 of 2012	10500.00
6. Ms. Vandana Bhivraj Thakur Writ Petition No. 1270 of 2012	10500.00
7. Ms. Shaila Shantaram Chavan Writ Petition No. 1271 of 2012	10500.00
8. Ms. Rajashree Ranjendra Palkar Writ Petition No. 1272 of 2012	10500.00
9. Ms. Manjula Kashinath Jamdade Writ Petition No. 1273 of 2012	10500.00

Concerned persons are surplus and not required by the J.H.Ambani School, however, with a view to amicable settlement, these persons will be engaged through service provider with effect from 1st June 2012.

The School will avail the services of the Petitioners through a separate contract based on the terms and conditions to be decided from time to time with the Service provider.

3. Availment of Service :

With effect from 1st June, 2012, Service provider shall issue his appointment. Letters to the above Petitioners. Service payment to the above Petitioners by the service provider shall be as per the service payment drawn as on 31st May, 2012.

All the demands and disputes of the Petitioners prior to 1st June, 2012 are fully and finally settled. The concerned persons will have no claims of whatsoever nature, for reinstatement or re-employment with the J.H.Ambani School, Lodhivali.

Consequent to the signing of these Minutes of the Meeting, dispute between the Respondents & Petitioners stands settled. Accordingly, the above Petitioners to withdraw the complaint pending before the Education Officer (Primary), Raigad Zilla Parishad, Alibaug, on the next date of hearing i.e. 16th May, 2012.

J.H.Ambani School (English Medium), Lodhivali Representative :

Shri V.K. Patil
Chairman – Local Advisory Committee

sd/-

Mrs. Rama Laxmi Vemuri
Principal- J.H. Ambani School (English Medium)

sd/-

Shri N.K. Mantri
Member- Local Advisory Committee sd/-

Shri A.V. Sawant
By invitation sd/-

Shri A.V. Betkekar
By invitation sd/-

PETITIONERS/Representatives :

Shri Chandrakant Bidkar
Advocate for the Petitioners sd/-

Shri Allauddin Shaikh
By Invitation sd/-

Shri B.C.Kamble
By Invitation sd/-

Shri Sanjay Subhash Sangle
Writ Petition No. 1265 of 2012 sd/-

Shri Amol Kisan Sangle
Writ Petition No. 1266 of 2012 sd/-

Shri Arun Tanaji Thanage
Writ Petition No. 1267 of 2012 sd/-

Ms.Mangala Bajirao Potre
Writ Petition No. 1268 of 2012 sd/-

Ms.Alka Tukaram Pandav
Writ Petition No. 1269 of 2012 sd/-

Ms.Vandana Bhivraj Thakur
Writ Petition No. 1270 of 2012 sd/-

Ms.Shaila Shantaram Chavan
Writ Petition No. 1271 of 2012 sd/-

Ms.Rajashree Rajendra Palkar
Writ Petition No. 1272 of 2012 sd/-

Ms.Manjula Kashinath Jamdade
Writ Petition No. 1273 of 2012 sd/-"

13. It is also pertinent to note that this Court by order dated 21/10/2013 had disposed of similar petitions filed by the peons based on a similar compromise and in view of the consent terms. The consent terms filed in writ petition filed by Mr. Waman Hiru Mali (Writ Petition No. 3956 of 2013) read thus :

“The Petitioner and Respondent No.1 and 2 agree on the following terms:

1) The Respondent No. 1 and 2 have paid Rs.3,00,000/- (Rupees Three Lacs Only) as one time settlement to the above said petitioner towards his back wages and the petitioner has accepted the same as full and final settlement of his past dues upto 31/10/2013. The said amount of Rs.3,00,000/- paid to the petitioner by way of Cheque No. 003066 dated 19/10/2013 drawn on HDFC Bank, Lodhivali.

2) The Respondent No. 1 and 2 agreed to pay Rs. 10,500/- (all inclusive cost to Trust/School) to the petitioner from 01.11.2013 as his regular monthly wages.

3) The Petition be disposed-off on the above terms..”

14. Thus, on the same lines as the earlier compromise, this Court had disposed of the writ petition in terms of the consent terms.

15. The consent terms are still in force. In our opinion, till such time the consent terms are in force, it will not be possible for us to grant relief to the petitioners in terms of what is prayed for by the petitioners in these writ petitions. The appropriate remedy for the petitioners and as observed by this Court in its order dated

22/04/2013, is to initiate appropriate proceedings for having the consent terms set aside.

16. An objection is raised by Mr. Lohia, learned counsel for the respondent no. 4 that a specific prayer to that effect has not been made before the Education Officer. Shri Lohia has made various other submissions which we do not find necessary to advert to. We are not going into the merits of the question whether the petitioners are entitled to the pay scale provided for under the provisions of MEPS Act. Suffice it to observe that so long as the consent terms and the compromise entered into by the petitioners and the Management is in force, it is not possible for us to grant any relief prayed for in these writ petitions.

17. However, we find that howsoever brief, the mention in regard to the consent terms being obtained by force and coercion had been made by the petitioners in the representation dated 29/07/2017 which was addressed by the petitioners to the Education Officer. No doubt, the order dated 31/10/2017 passed by the Education Officer is not under challenge. We find that in the said order of the Education Officer disposing of the representation made by the petitioners in October 2017, though

there is a reference made to the said representation, the Education Officer has not dealt with contention of the petitioners that the compromise has been entered into by force or coercion. In this view of the matter, in the interest of justice, we pass the following order.

18. The petitioners are at liberty to file a comprehensive representation to the Education Officer or to the appropriate forum challenging the consent terms/compromise entered into by the petitioners and the Management.

19. If such a representation is made or appropriate proceedings are initiated, the same shall obviously be taken to its logical conclusion in accordance with law, expeditiously.

20. Considering that the petitioners have been working for a long time and as submitted by learned counsel for the petitioners that some of them are on the verge of the retirement, we would urge the parties to make an attempt to resolve the dispute amicably with a view to maintaining cordial relations.

21. The writ petitions are disposed of. No costs.

(S.M.MODAK, J.)

(M.S.KARNIK, J.)