



IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 2ND DAY OF FEBRUARY, 2026

BEFORE

THE HON'BLE MR. JUSTICE H.T. NARENDRA PRASAD

WRIT PETITION NO. 8565 OF 2025 (S-RES)

BETWEEN:

BODHINIKETHAN TRUST
CMI ASHRAM, K. NARYANAPURA
KOTTANURU POST, BENGALURU-560077
REP. BY IT'S SECRETARY
FR. DR. AUGUSTINE GEORGE
PETITIONER IS A REGISTERED TRUST

...PETITIONER

(BY SRI. GOVINDARAJ K., ADVOCATE)

AND:

JAMES KUMAR A
S/O ARUL MUTHU
AGED ABOUT 41 YEARS
RESIDING AT NO. 181
BYRATHI DODDAGUBBI POST
BENGALURU 562149.

...RESPONDENT

(BY SRI.M C BASAVARAJA., ADVOCATE C/RESPONDENT)

THIS WRIT PETITION IS FILED UNDER ARTICLES 226 AND 227 OF THE CONSTITUTION OF INDIA PRAYING TO ISSUE A WRIT OF CERTIORARI OR ANY OTHER APPROPRIATE WRIT QUASH THE JUDGMENT AND ORDER AS WELL AS DECREE PASSED BY THE XXVII ADDL. CITY CIVIL AND SESSIONS JUDGE (CCH-9), IN M.A. (EAT) NO. 11/2021 DATED 09/01/2025 AS PER ANNEXURE-Q AND ETC.

THIS PETITION, COMING ON FOR PRELIMINARY HEARING IN 'B' GROUP, THIS DAY, ORDER WAS MADE THEREIN AS UNDER:

CORAM: HON'BLE MR. JUSTICE H.T. NARENDRA PRASAD

Digitally signed by
MALATHI CHALUVA
IYENGAR

Location: HIGH
COURT OF
KARNATAKA



ORAL ORDER

1. In this writ petition, the petitioner has called in question the judgment dated 09.01.2025 passed by the XXVII Addl. City Civil and Sessions Judge (CCH-9) in M.A.(EAT) No.11/2021 at Annexure-Q, whereby the appeal filed by the respondent herein has been allowed and order of termination passed by the Management has been set aside.

2. The respondent herein was working as an Administrative Staff of petitioner-Management. While he was in service, he was terminated from service by the Management vide termination order dated 30.01.2016. Challenging the termination order, respondent herein had filed an appeal in M.A.(EAT) No.11/2021 before the Educational Appellate Tribunal (for short 'the Tribunal'). The Tribunal, by impugned judgment dated 09.01.2025 has allowed the appeal and set aside the termination order. Aggrieved by the impugned judgment passed by the Tribunal, the Management is before this Court.



3. On service of notice to the respondent, the respondent has appeared.

4. Today, a joint memo dated 02.02.2026 signed by the parties and their respective learned counsel has been filed stating that the matter has been settled between the parties. As per the joint memo, the petitioner-Management has agreed to pay a sum of Rs.5,00,000/- to the respondent as one time settlement and respondent has agreed to receive the same. Accordingly, the petitioner has handed over a demand draft in favour of the respondent for a sum of Rs.5,00,000/- (DD No.895460 dated 22.01.2026 drawn on South Indian Bank) and the respondent has acknowledged the receipt of the same.

5. The joint memo signed by the parties is taken on record and the same reads as under:

JOINT MEMO FILED BY THE COUNSEL FOR THE
PETITIONER AND THE RESPONDENT

1. The Petitioner Trust has filed the present Writ Petition challenging the Judgment and Order dated 09.01.2025 passed by the Hon'ble Educational



Appellate Tribunal in M.A. (EAT) No. 11/2021, whereby various service benefits were granted to the Respondent, including reinstatement, continuity of service, and 50% of back wages.

2. When the Writ Petition was listed for hearing before the Hon'ble High Court on 01.12.2025, both parties, through their respective counsel, submitted before the Court that they were willing to explore the possibility of an amicable settlement.

3. Pursuant thereto, several rounds of discussions were held between the parties and finally the parties have voluntarily agreed to resolve the matter on the following terms:

TERMS OF SETTLEMENT

A. Settlement Amount

a. In full and final settlement of all claims in connection with the employment and non-employment of the respondent and also towards all claims arising out of the judgement and Order dated 09.01.2025 in M.A. (EAT) No. 11/2021, the Petitioner Trust agrees to pay the Respondent a sum of Rupees Five Lakhs only (Rs.5,00,000/-).

b. The said amount is agreed upon is intended to cover all past, present, and future claims of the Respondent in relation to his employment with the Petitioner Trust.



B. Mode and Time of Payment

- c. The settlement amount shall be paid by the Petitioner Trust to the Respondent forthwith.*
- d. The payment shall be made by way of Demand Draft as mutually agreed, and the Respondent shall furnish the necessary details for effecting the payment.*
- e. Upon receipt of the said amount, the Respondent shall issue a written acknowledgment confirming receipt towards full and final settlement.*

E. DISCHARGE AND FINALITY

- f. Upon compliance with the terms of this settlement, the Petitioner Trust shall stand fully and finally discharged from all liabilities, claims, demands, or causes of action of whatsoever nature arising out of the Respondent's employment.*

- g. This settlement shall operate as a complete and final resolution of all disputes between the parties relating to the subject matter herein.*

F. NO ADMISSION AND NO PRECEDENT

- h. This settlement is entered into without any admission of liability or wrongdoing on the part of the Petitioner Trust.*
- i. The terms of this settlement shall not be treated as a precedent or relied upon in any other case or proceeding.*



G. VOLUNTARINESS OF SETTLEMENT

j. Both parties affirm that they have entered into this settlement voluntarily, with full understanding of its terms and consequences.

k. The parties confirm that the settlement has been arrived at without any coercion, undue influence, misrepresentation, or pressure from either side.

H. DISPOSAL OF WRIT PETITION

l. The parties jointly agree to place this Memorandum of Settlement before the Hon'ble High Court and this shall be treated as Compliance of the order in MA EAT.

m. The parties respectfully pray that the Hon'ble Court may be pleased to dispose of the Writ Petition in terms of this settlement.

6. In view of the above, the writ petition is **disposed of.**

7. All pending I.As., if any, are disposed of.

**Sd/-
(H.T. NARENDRA PRASAD)
JUDGE**

DM
LIST NO.: 1 SL NO.: 56