

IN THE HIGH COURT OF JUDICATURE AT MUMBAI
CIVIL APPELLATE JURISDICTION
WRIT PETITION NO.4268 OF 2010

M/s. Elpro International Limited ... Petitioner
Vs.
S. B. Darekar ... Respondent

Mr. Kiran S. Bapat for Petitioner.
Mr. Devmani Shukla for Respondent.

CORAM : R. G. KETKAR, J.
DATE : FEBRUARY 13, 2015

P.C.:

Heard Mr. Bapat, learned Counsel for petitioners and Mr. Shukla, learned Counsel for respondent.

2. By this Petition under Articles 226 and 227 of the Constitution of India, petitioners have challenged the judgment and order dated 26.08.2008 passed by the Controlling Authority as also the judgment and order dated 02.03.2010 passed by the Appellate Authority under the Payment of Gratuity Act, 1972 (for short 'Act'). By these orders, the Authorities below allowed the application made by the respondent and directed the petitioner to make payment of Rs.1,01,043.45/- as gratuity and further pay interest @10% on that amount from 23.07.2003 till the date of making the payment. By order dated 21.06.2010, Rule was issued by this Court and interim relief in terms of prayer clause (B) was granted. The amount of gratuity, which was deposited with the Controlling Authority, was ordered to be transferred to this Court. Petitioner was also directed to deposit the arrears of interest as directed by the Controlling Authority. The amount so deposited was ordered to be invested in a Nationalised Bank.

3. The learned Counsel appearing for the parties have tendered the consent terms duly signed by the parties and their Advocates. Mr. Bapat states that on behalf of the petitioner, Mr. Balram Kondhalkar - General Manager is present. Mr. Shukla states that Mr. S. B. Darekar - respondent is present in the Court. The parties admit and confirm the correctness of the consent terms and submit that the impugned orders may be set aside and in its place, Petition may be disposed of in terms of the consent terms dated 13.02.2015. The said consent terms are taken on record and marked 'X colly.' for identification. The photocopies of the I.D. cards of Mr. Kondhalkar and Mr. Darekar are taken on record and marked 'Y colly.' for identification.

4. After perusing the consent terms, I am satisfied that the controversy between the parties is lawfully and amicably settled in terms of the consent terms. In view thereof, impugned orders are quashed and set aside and stand substituted by the consent terms dated 13.02.2015.

5. Rule is made absolute in the aforesaid terms with no order as to costs.

(R. G. KETKAR, J.)

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