

Sequeira

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

**CIVIL APPLICATION NO. 2069 OF 2015
IN
WRIT PETITION NO. 6869 OF 2003.**

Kuwait Airways Corporation.	.. Applicant
<i>In the matter between</i>	
Kuwait Airways Corporation.	.. Petitioner
Vs.	
Kuwait Airways Corporation	
Employees Union & ors.	.. Respondents

Ms.Mansi Patel i/b Fox Mandal Partners, for Applicant.
 Mr.Darshan Ashar a/w Mr.Nishant Vyas i/b M/s Sanjay Udeshi &
 Co., for Respondent No.1.
 Mr.Jayesh Gawde, for Respondent Nos.2 to 4.

***CORAM: N.M.Jamdar, J.
Wednesday 9 September, 2015***

PC.:

This Civil application is taken out by the Applicant-original Petitioner to take Memorandum of Settlement executed between the Applicant and Respondent Nos.2 to 4 on record.

2. The learned counsel appearing for Respondent Nos.2 to 4 tenders affidavit sworn by them. It is stated in their affidavit that they have received certain amount from the original Petitioner and they have tendered their resignation to the union-original Respondents in the Writ petition. The statement made by the Respondents in the affidavit are accepted.

3. The orders passed by this Court dated 22 April 2013, 13 December 2013, 24 January 2014 and 16 January 2015 in various Civil applications have been annexed. It appears that similar orders taking the Memorandums on record and discharging the Applicant upon payment made by them to employees, have been passed. In all these orders the objection raised by the Respondent-union has been overruled. Considering the earlier orders passed, the Civil application is allowed in terms of prayer clause (a).

(N.M.Jamdar, J.)

“Certified to be true and correct copy of original signed Order.”