

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
NAGPUR BENCH : NAGPUR

L.P.A. NO. 291/07 IN WRIT PETITION NO. 4633 OF 2003.

Shri Dnyaneshwar Samaj Prabodhan Sanstha, Peth .vs. The Presiding Officer,
School Tribunal & others

Office Notes, Office Memoranda of
Coram, appearances, Court's orders Court's or Judge's orders
or directions and Registrar's orders.

Mr. K.S. Narwade, Advocate for petitioner,
Ms. T. Khan, A.G.P. for respondent no. 1,
Dr. Anjan De, Advocate for respondent no.2.

CORAM : B.P. DHARMADHIKARI & S.B. SHUKRE, JJ.

DATED : MAY 7, 2015.

Parties to the dispute tender a Compromise Pursis signed jointly today and request the Court to dispose of the Letters Patent Appeal in those terms.

They also state that terms and conditions therein do not bind respondent no.4 Education Officer.

A.G.P. has invited our attention to paragraph nos. 4 & 7 of the Compromise Pursis.

The Compromise Pursis is signed by appellant as also his Counsel and by respondent no.2 employee as also his Counsel. Thus, other respondents are not parties to this Compromise Pursis. The Compromise Pursis is taken on record and marked as Exh. 'X'.

The dispute has arisen because of termination of service of respondent no. 2.

As such, with direction that none of the terms and conditions in Compromise Pursis are binding upon respondent no.1 or respondent no.4, we accept the prayer jointly made by appellant and

respondent no.2.

Respondent no.4 shall be free to consider proposals or bill received by him from appellant/management as per law.

Accordingly, the L.P.A. is disposed of. No costs.

Judge

Judge

J.