

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD**

WRIT PETITION NO. 2316 OF 2016

RAVINDRA DEVRAM SONAWANE
VERSUS
GITANJALI CHEMICALS PVT LTD JALGAON

...
Advocate for Petitioner : Shri Patil Vijay B.

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CORAM: RAVINDRA V. GHUGE, J.

DATE :- 26th August, 2016

Per Court:

1 I have heard Shri Patil, learned Advocate for the Petitioner, for quite sometime. With his assistance, I have gone through the settlement arrived at before the Loknyayalaya on 18.07.2010 and the impugned judgment dated 09.10.2015 delivered by the Industrial Court in Complaint (ULP) No.14/2013.

2 Shri Patil has strenuously contended that since his Lawyer withdrew from the proceedings on the date the Industrial Court has delivered the judgment which is 09.10.2015, the Petitioner was not fully heard by the Industrial Court.

3 After considering the impugned judgment, I do not find the

contention of the Petitioner could be sustained since the Industrial Court has considered the entire oral and documentary evidence and the entire pleadings of the Petitioner in his Complaint (ULP) No.14/2013 while deciding the same.

4 The other issue raised by the Petitioner is that it was agreed in the Loknyayalaya that the Respondent would pay Rs.7,000/- per month to the Petitioner which did not include all allowances. The terms of settlement have been misunderstood by the Industrial Court to mean that the Respondent and the Petitioner had agreed only for the payment of the consolidated amount of Rs.7,000/- per month. Insofar as the reinstatement of the Petitioner is concerned, the Respondent has reinstated him and the entire legal dues of Rs.1,08,067/- have been paid to him as is noted by the Industrial Court.

5 As such, the whole issue turns upon the language used in the settlement terms dated 18.07.2010 in the Loknyayalaya. With the assistance of Shri Patil, I have gone through the said terms. The controversy is with regard to the sentence “द्वितीय पक्ष कामगारास दरमहा एकूण रक्कम रु.7000/- इतर सर्व भत्त्यासह देण्याचे उभय पक्षात ठरले”.

6 Shri Patil has canvassed that this sentence will have to be read as “*the Respondent agreed to pay the Petitioner the amount of Rs.7,000/- per month excluding all allowances*”. I do not find that the said submission could be correct for the reason that the translation of the said sentence could be that “*the parties have agreed amongst themselves that the second party workman would be paid an amount of Rs.7,000/- per month inclusive of all allowances.*”

7 In the light of the above, I do not find that this petition needs to be considered. The same being devoid of merit is, therefore, dismissed.

kps

(RAVINDRA V. GHUGE, J.)