

IN THE HIGH COURT OF JUDICATURE OF BOMBAY
BENCH AT AURANGABAD

WRIT PETITION NO. 2121 OF 2009

Joharabee Miya Murtuja
Age 56 years, Occ. Nil,
R/o Datta Nagar, Naya Mondha,
Nanded.

..Petitioner

Versus

The Superintending Engineer
and Competent Authority,
Maharashtra State Electricity
Distribution Company,
Circle Office at Nanded
Taluka and Dist. Nanded.

..Respondent

...
Advocate for Petitioner : Shri B.S.Deshmukh
Advocate for Respondent : Shri Anil S. Bajaj
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CORAM : RAVINDRA V. GHUGE, J.
Dated: May 04, 2016
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ORAL JUDGMENT:-

1. After hearing the learned Advocates for the respective sides, I had passed the following order on 8.3.2016:-

“1] I have heard this matter for quite some time. The petitioner has been terminated on 13.3.2006 for proved misconducts. She has attained the age of superannuation in 2011 and is presently 65 years old.

2] Apparently, the law laid down by this Court in the matters of Maharashtra State Cooperative Cotton Growers Marketing Federation Ltd. v. Vasant Ambadas Deshpande (2014 I CLR 878) and MSRTC, Beed v. Syed Saheblal (2014 III CLR 547), which is based on

the judgments of the Hon'ble Supreme Court in the case of Workmen of Motipur Sugar Factory (P) Ltd. v. Motipur Sugar Factory (P) Ltd. (AIR 1965 SC 1803); Workmen of Firestone Tyre and Rubber Co. of India (P) Ltd. v. Management (AIR 1973 SC 1227); Bharat Forge Co.Ltd. v. A.B. Zodge (AIR 1996 SC 1556) and Delhi Cloth and General Mills Co.Ltd. v. Ludh Budh Singh (AIR 1972 SC 1031), has not been followed by the Labour Court. The findings of the Enquiry Officer are held to be perverse and the enquiry is set aside in the same judgment dated 16.10.2008 by which the complaint has been partly allowed granting reinstatement with continuity and 90% back wages to the petitioner.

3] The petitioner, therefore, proposes that the petitioner would bring this dispute to an end by waiving entire back wages subject to grant of continuity of service from the date of termination i.e. 13.3.2006 till the date of retirement and retiral benefits.

4] Shri Bajaj, learned Advocate for the respondent, prays for some time to take instructions.

5] S.O. to 28.3.2016.”

2. In the light of the above, Shri Bajaj for the respondent submits, on instructions, from the representing officer, present in the Court, that considering the peculiar facts of this case, the respondent is agreeable to pay the retiral benefits to the petitioner as under:-

(i) Gratuity, taking into account the last drawn wages as in February / March 2006 and payable till the age of retirement of 60 years of the petitioner, which has occurred in 2011, of an amount of Rs.2,07,312/-, inclusive of interest.

- (ii) *Leave encashment for an amount of Rs.22,297/-.*
- (iii) *Total dues payable Rs. 2,29,607/-.*
- (iv) *Amount towards gratuity paid earlier Rs.1,12,393/-*
- (v) *Total amount payable - Rs. 1,17,216/-.*

3. Shri Bajaj submits that this would be a comprehensive settlement of the claims of the petitioner arising out of her employment as well as her non-employment and shall put to rest all issues in between the petitioner and the respondent. She shall not raise any further issue with regard to any payments, directly or indirectly against the petitioner before any Court, authority or Tribunal.

4. Shri Deshmukh, representing the petitioner / employee submits, on instructions, from the son of the petitioner, present in the Court, that the petitioner is willing to accept the above said amount and this petition be disposed off. He requests that the amount be paid within a period twelve weeks.

5. In the light of the above, this petition is disposed off. The respondent shall pay Rs.1,17,216/- to the petitioner as expeditiously as possible and in any case, within twelve weeks from today.

6. The petitioner is, therefore, precluded from raising any other dispute

against the respondents directly or indirectly before any Court, authority or Tribunal in the light of the comprehensive settlement.

7. Rule is, therefore, discharged.

(RAVINDRA V. GHUGE, J.)

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