

IN THE HIGH COURT OF JUDICATURE OF BOMBAY
BENCH AT AURANGABAD

CIVIL APPLICATION NO. 5964 OF 2016
IN WP/7380/2008
WITH WP/1822/2009
WITH CA/16984/2010 IN WP/7380/2008

SUKHDEO KADUBA NAWALE
VERSUS
THE STATE OF MAHARASHTRA AND OTHERS

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Advocate for Applicant : Shri Dhage Vivek J.
AGP for Respondents 1 & 2 : Shri Basarkar A.P.
Advocate for Respondent 3 : Shri Godbole R.J.
Advocate for Respondent 4 : Smt. Kulkarni M.A.

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CORAM : RAVINDRA V. GHUGE, J.
Dated: May 04, 2016

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PER COURT :-

1. At page No.39 of the Civil Application paper book, the terms and conditions of compromise dated 15.2.2016 and the order of the School Tribunal dated 22.2.2016 indicates that the parties have settled the dispute amongst themselves. Based on the same, both the writ petitions can be disposed off.

2. It is jointly submitted that the applicant / Sukhadeo Kaduba Nawale had worked as Head-master from 1.2.2007 till 28.2.2011. He was indicated to be an in-charge Head-master. However, salary as payable to a Head-Master was not paid to him and therefore, the management represented by Advocate Shri Godbole would forward the salary bills of Shri Nawale for the said period to the Education Officer for approval and for releasing the payment. It is also clarified that no other person was working as a Head-master for the above said period except Shri Nawale.

3. In the light of the above, this Civil Application is allowed. The management shall forward the salary bills of the applicant Shri Nawale for the period mentioned in prayer clause (B) of the Civil Application for approval and grant of salary and other benefits incidental thereto.

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2

CIVIL APPLICATION NO. 5964 OF 2016 & ORS

4. Both the Writ Petitions are, therefore, disposed off in terms of the compromise dated 15.2.2016.
5. Rule, in both the petitions, stand discharged.
6. Pending Civil Applications, if any, stand disposed off.
7. Needless to state, the terms of compromise shall be adhered to and complied with by all the parties.

(RAVINDRA V. GHUGE, J.)

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