

IN THE HIGH COURT OF JUDICATURE OF BOMBAY
BENCH AT AURANGABAD

WRIT PETITION NO.100 OF 2009

Dr.Pramod Kashinathrao Joshi,
Age-50 years, Occu-Service and Secretary,
Bhartiya Sanskruti Sanwardhan Shikshan
Prasarak Mandal,
Aurangabad PTR No.F-1488
R/o 818, Sahyadri Nagar,
N-5 Cidco, Aurangabad

– PETITIONER

VERSUS

1. The State of Maharashtra
(**Deleted**)
2. Principal,
Rajiv Gandhi College, Karmad,
Tq.Aurangabad,
Through its Principal,
3. Bhartiya Sanskruti Sanwardhan
Shikshan Prasarak Mandal, PTR No.
F-1488, Address-818, Sahyadrinagar,
N-5, Cidco, Aurangabad,
(Through its President,
Shri Laxmanrao Eknathrao Manal)
4. Joint Director,
Higher Education,
Office – Near Devgiri College,
Aurangabad,
5. Dr.Babasaheb Ambedkar Marathwada
University, Aurangabad,
(Through its Director,
Board of College and University
Development)
Administrative Building.

– RESPONDENTS

Mr.Pramod K.Joshi, party in person-petitioner.
Mr.S.R.Choukidar, Advocate for respondent Nos. 1 and 2.
Mr.S.P.Sonpawale, AGP for respondent No.3.
Respondent No.4 served.

(CORAM : RAVINDRA V. GHUGE, J.)

DATE : 29/11/2016

ORAL JUDGMENT :

1. Mr.Choukidar, learned Advocate submits on instructions from the respondent/Management that the consent terms dated 27/06/2016, which are duly sworn and affirmed by both the sides, be taken on record and this petition can be disposed of in terms of the same. No financial liability is created by these parties upon the Education Department or the Government.

2. The consent terms are marked as Exhibit X for identification .

3. The petitioner in person, who is before the Court, submits that he is party to Exhibit "X" and is agreeable to the terms mentioned therein. He confirms that he would not raise any direct or indirect financial liability/claim against the Government on account of the settlement between the parties.

4. Considering the above and in the light of Exhibit "X", this

petition is partly allowed and disposed of. The impugned judgment of the Tribunal dated 01/11/2007 shall therefore be modified in terms of Exhibit "X". Needless to state, the petitioner shall not be entitled to any back wages except notional continuity in service since the termination order has been withdrawn.

5. In so far as unpaid wages till the date of termination are concerned, the petitioner shall approach the Management for the said amount if is liable to be paid and in the event there is no other legal impediment, the Management would accordingly allow the representation. Reimbursement of this amount of unpaid wages for the work done prior to termination would be subject to the rules of reimbursement from the Education Department considering that the Management is a 100% grant-in-aid institution.

6. Rule is made partly absolute in the above terms.

(RAVINDRA V. GHUGE, J.)