

IN THE HIGH COURT OF JUDICATURE OF BOMBAY
BENCH AT AURANGABAD

CIVIL APPLICATION NO.12400 OF 2016
(Shirish Pandharinath Joshi and others Vs.The General Manager and
others)
WITH
REVIEW APPLICATION STAMP NO.33290 OF 2015
IN
WRIT PETITION NO.7370 OF 2011

Mr.Swapnil S.Patil, Advocate for the applicants.

(CORAM : RAVINDRA V. GHUGE, J.)

DATE : 23/12/2016

PER COURT :

1. Mr.Patil, learned Advocate for the applicants submits that the delay of 99 days is not an inordinate delay and if the same is condoned, he would prefer to address the Court on the review application itself.

2. For the reasons set out in the application, same is allowed. I have considered the strenuous submissions of Mr.Patil and have gone through the 5 grounds set out in the memo of the review application.

3. The issue is of a settlement having been signed between the Union and the Management on 14/07/2009. By the said settlement,

the retirement age of those employees who are in service was to be extended from 55 years to 58 years. The said settlement was to extend its benefits to such workmen from 01/07/2008.

4. Grievance is that as Clause 59 of the settlement which enhances the age of retirement from 55 years to 58 years is effected from 01/07/2008, all the applicants were in employment as on 01/07/2008. It is, however, not disputed that as all these applicants had retired from service on attaining the age of 55 years as per the service conditions made applicable to them at the time of joining duties in between 1985 to 1991, they would be excluded by clause 58 of the settlement, which reads as under :

“58. Age of retirement :-

It is agreed that All Daily Rated and Monthly Rated Permanent Workmen, who are on the muster roll of the company on the date of signing the agreement i.e. 14.07.2009 and only after total implementations of this settlement, the normal age of retirement will be raised from 55 years to 58 years.

The workmen who have already retired before 29.06.2009 shall not get any benefit of this provision in any way.”

5. It is, therefore, apparent from the above provision of the settlement that the benefit of enhancement of retirement age was

extended only to those workmen who were on the muster roll of the company on the date of signing of the settlement which is 14/07/2009. It was in the light of these provisions that these applicants were specifically excluded from gaining the benefits of settlement as all of them undisputedly had retired prior to 14/07/2009.

6. In the light of the above, I do not find that the applicants have succeeded in pointing out any error apparent on the face of the order. Considering the ratio laid down by the Hon'ble Supreme Court in the matter of Lily Thomas Vs. Union of India, [AIR 2000 SC 1650], this review application is rejected

(RAVINDRA V. GHUGE, J.)