

IN THE HIGH COURT OF BOMBAY AT GOA

SECOND APPEAL NO. 93 OF 2014

Shri Mahesh Gopinath Kantak,
Major of age,
Resident of H.No.1541,
Housing Board Colony,
Harvalem, Sanquelim Goa. ... Appellant

V e r s u s

Damodar Mangalgi and Co. Ltd.,
A Company incorporated under
the Indian Companies Act, 1956
with its registered office at
Damodar Niwas,
Mahatma Gandhi road,
Post Box No.32, Panaji Goa.
Represented by Shri Naval Singh Bohgati,
Major of age, Manager,
(Personal Administration). ... Respondent

Mr. S. S. Kantak, Senior Advocate with Mr. Preetam Talaulikar,
Advocate for the appellant.

Mr. Pulkit Bandodkar, Advocate for the respondent.

Coram:- F. M. REIS, J.

Date:- 15th October, 2016

ORAL JUDGMENT

Heard Mr. S. S. Kantak, learned Senior Counsel appearing
for the appellant and Mr. P. Bandodkar, learned counsel appearing for

the respondent.

2. The above appeal came to be admitted on the following substantial questions of law.

(i) Whether the First Appellate Court failed to exercise jurisdiction by not determining whether the termination was illegal ?

(ii) Whether the First Appellate Court failed to apply proper principles in assessing quantum of damages ?

(iii) Whether in facts and circumstances of case when the respondent has not even attempted to justify and give any reason for termination, for termination Appellant's services after 17 years, the First Appellate Court ought to have held that termination was illegal ?

(iv) Whether the burden of establishing that the termination was legal and justified was on the respondent and which burden respondent has discharged ?

(v) Whether the clause providing for termination in the appointment letter dated 24.02.1982 applied to the appellants services after his promotion as Dy. Manager vide Order dated 25.01.1993 ?

3. Mr. P. Bandodkar, learned counsel waives service on behalf of the respondent.

4. During the course of the hearing of the above appeal, both the learned counsel pointed out that the parties have amicably settled their dispute and have signed consent terms. The consent terms duly signed by the appellant, respondent and their respective Advocates are accepted and taken on record and marked 'X' for identification. The appellant and the duly authorised representative of the respondent who are present in Court admit the execution of the consent terms and the amount referred to therein has been duly paid by the respondent to the appellant. The appellant acknowledge the receipt of such amount of Rs.1,00,000/- as referred to in the consent terms. Both the learned counsel as such point out that the appeal may be disposed off based on the consent terms.

5. In view of the above, I pass the following :

ORDER

(i) The appeal is partly allowed.

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- (ii) The impugned judgments passed by the learned Trial Judge and the Appellate Court dated 13.01.2014 and 10.04.2014 are quashed and set aside.
- (iii) The suit filed by the appellant stands decreed in terms of the consent terms marked 'X' for identification.
- (iv) Decree to be drawn accordingly.
- (v) Appeal stands disposed off accordingly.

F. M. REIS, J.

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