

IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
CIVIL APPELLATE JURISDICTION

WRIT PETITION NO. 2281 OF 2008

|                               |     |             |
|-------------------------------|-----|-------------|
| Walchandnagar Industries Ltd. | ... | Petitioner. |
| V/s.                          |     |             |
| Kishore Murlidhar Ahire.      | ... | Respondent. |

Rahul Nerlekar for the petitioner.

Vivek V. Salunke for the respondent.

**CORAM : D.H.WAGHELA, C.J.**

**DATE : 8<sup>th</sup> August 2016.**

**P.C. :**

Learned counsel for the parties have submitted consent terms dated 1<sup>st</sup> August 2016 and requested to dispose the petition in accordance with the consent terms which are signed by the representatives of the parties and their advocates. The consent terms are taken on record and marked “X” for identification. Taking on record the consent terms and the documents of the power of attorney filed therein the petition is disposed, as requested, with the direction that the parties shall abide by the consent terms as if they

were part of this order. The consent terms are, therefore, reproduced hereunder:

“1. When the matter was listed on 15 July 2016, it was informed by advocate for the Respondent that the Respondent had passed away on 4<sup>th</sup> of May 2009 leaving behind the following persons as his only legal heirs:-

1. Smt.Shantabai Murlidhar Aahire  
Age- 75 years  
Post Colony D 5/6, Walchandnagar,  
Tal Indapur, Dist Pune.

2. Ashok Murlidhar Aahire,  
Age 53 years,  
Post Colony D 5/6, Walchandnagar,  
Tal Indapur, Dist Pune.

3. Sunil Murlidhar Aahire,  
Age 50 years,  
Balaji Park, S.No.86/4/1,  
Plot No.21, Ambegaon Khurd,  
Tal Haveli, Dist Pune.

4. Mahendra Murlidhar Aahire,  
Age 48 years,  
ST Colony, Juni Sangavi,  
Pune.

5. Jitendra Murlidhar Aahire,  
Age 46 years,  
Sai Kutir, Plot No.10,  
Navi Sangavi, Pune.

6. Rajesh Murlidhar Aahire,  
Age 44 years,  
Post Colony D 5/6, Walchandnagar,  
Tal Indapur, Dist Pune.
2. By consent the said legal Heirs are taken on record as the said Legal Heirs have confirmed that except themselves, Respondent had no other legal heirs and in case any person makes any claim against the Company claiming to be legal heir of the Respondent, the aforesaid legal heirs shall indemnify and keep indemnified the Petitioner Company against any such claim.
3. In view of the aforesaid demise of the Respondent, without prejudice to the contentions of the Petitioner, the parties have decided to settle all claims of the Respondent in respect of his employment, back wages, dues, ex-gratia and vacating the service quarters allotted to the respondent against the Petitioner Company, on the following terms and conditions which are recorded hereinbelow.
4. The aforesaid legal heirs of the Respondent shall vacate the service apartment allotted to the Respondent at D-5, Room No-5-6, Post Colony, Walchandnagar, Dist- Pune (hereinafter referred to as the said premises) and hand over peaceful and vacant possession of the said premises to the Petitioner Company on or before 30<sup>th</sup> August 2016. The Petitioner Company shall confirm and acknowledge the receipt of peaceful and vacant possession of the said Premises in writing on the same date or thereafter.

5. Upon and after the date of receipt by the Respondent of the written acknowledgement from the petitioner about the handing over of the peaceful and vacant possession of the said Premises to the Petitioner Company Smt.Shantabai Murlidhar Aahire; on behalf of the aforesaid legal heirs, upon producing the said written confirmation (mentioned in clause 4 above) from the Petitioner Company to the appropriate authority, shall be permitted to withdraw, with accrued interest if any, the amounts deposited by the Company before the Labour Court at Pune being Rs.1,08,000/- (deposited on 28<sup>th</sup> March 2007, for period – 01.04.2006 to 01.07.2007) and before Bombay High Court being Rs.65,908/- (deposited on 07<sup>th</sup> October 2008, for period – 01.07.2007 to 04.04.2008).
6. On failure to hand over the peaceful and vacant possession of the said premises on or before the date stated above, the Petitioner shall be entitled to withdraw, with accrued interest if any, the amounts deposited by the Petitioner Company before the Labour Court at Pune being Rs.1,08,000/- and before Bombay High Court being Rs.65,908/-.
7. In addition to the aforesaid deposited amount with accrued interest as stated in clause 5 above, subject to and after the aforesaid Legal Heirs have handed over vacant peaceful possession of the said premises as stated in Clause 4 above, the Petitioner Company shall pay by account payee cheque in favour of Smt.Shantabai Murlidhar Aahire a lumpsum amount of Rs.100,000/- (One

Lakh Only) in Full and Final Settlement of all dues [including wages, backwages, interest, bonus, retirement benefit, ex-gratia etc.] payable to the Respondent in respect of his employment.

8. The aforesaid payments shall be in full and final settlement of all claims of the Respondent against the Petitioner Company in respect of his employment and the Legal Heirs of the Respondent shall not be entitled to raise any further monetary claim of any nature whatsoever in respect of employment of the Respondent.
9. In view of the above, by consent, the impugned judgment and order dt 24.10.2007 of the Labour Court as well as impugned judgment and order dt 23.01.2008 of the Industrial Court be quashed and set-aside and the Petition be disposed in the aforesaid terms.
10. Parties to act on authenticated copies of these consent terms and Order passed by the Court.”

2. The petition is, accordingly, disposed in terms of the consent terms with no order as to costs.

CHIEF JUSTICE