

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

WRIT PETITION NO. 3018 OF 2008

Managing Director, Maharashtra State Farming Corporation.	...	Petitioner.
V/s. Ravindra Waman Manohar.	...	Respondent.

Vivek V. Salunkhe with P.H. Gaikwad for the petitioner.

Shailendra S. Kanetkar for the respondent.

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

DATE : 2nd August 2016.

P.C. :

The petitioner, Maharashtra State Farming Corporation has invoked Articles 226 and 227 of the Constitution to call into question the judgment and order dated 29th January 2008 of the Industrial Court, Latur in Complaint (ULP) No.45/2005. The parties and their learned counsel having negotiated for an amicable settlement, the settlement is reduced into consent terms signed by learned counsel for the parties; the respondent who is personally present; and the Managing Director of the petitioner who is

represented by Mr.Moreshwar Saraswate, Legal Officer who is personally present in the Court.

2. The consent terms are taken on record and marked "X" for identification. At the request of the parties and learned counsel appearing for them, the consent terms shall be the order of this Court in substitution of the order impugned in the petition.

3. The order, according to the consent terms, is as under:

The parties have amicably settled the matter in terms of the following consent terms.

1. It is agreed by the parties that the Respondent is entitled to receive Rs.3,27,978/- from the Petitioner as full and final settlement of his claim against the Petitioner. It is agreed by the Respondent that once the said amount is received, no claim against the present Petitioner shall be made by him.

2. It is agreed by the parties that out of the aforesaid amount of Rs.3,27,978/-, the Respondent has received from the Petitioner an amount of Rs.50,000/- vide cheque No.457557 dated 25/2/2016 drawn on State Bank of India and the said cheque is duly realized in favour of the present Respondent.

3. It is agreed that the amount now payable by the Petitioner to the Respondent is Rs.2,77,978/-. The cheque bearing No.709209 dated 1/8/2016 drawn on Canara Bank in the sum of Rs.2,77,978/- is handed over to the Respondent today by the Petitioner. The Petitioner undertakes that the said cheque would be duly encashed. It is agreed by the parties that in the event the said cheque is not realized, the Respondent shall be entitled to implement the impugned judgment and order dated 29/01/2008 passed by the Ld. Industrial Court, Latur Camp at Solapur in Complaint (ULP) No.45 of 2005.

4. It is agreed between the parties that in view of the aforesaid payment made by the Petitioner to the Respondent, no claim of the Respondent survives against the Petitioner. It is agreed by the Respondent that in view of the above mentioned payment, the Respondent shall not make any claim against the Petitioner on the basis of the judgment and order dated 29/01/2008 passed by the Ld. Industrial Court, Latur Camp at Solapur in Complaint (ULP) No.45 of 2005. It is agreed by the parties that the Writ Petition is disposed off in terms of the present consent term and judgment and order dated 29/01/2008 passed by the Ld. Industrial Court, Latur Camp at Solapur in Complaint (ULP) No.45 of 2005 is set aside.

5. The Writ Petition stands disposed off in terms of the above Consent Terms.

6. Any other civil application in the petition does not survive for consideration and stands disposed accordingly.

7. There is no order as to costs.

CHIEF JUSTICE