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IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CIVIL APPELLATE JURISDICTION

WRIT PETITION NO.4029 OF 2003

The Secretary, Sameer Dnyan Prasarak
Vishwastha Nidhi & Anr.

...Petitioners

vs

Vaishali Mohan Gaonkar And Ors.

...Respondents

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Mr. A.G. Kothari, for the Petitioners.

Mr. Mandar Limaye, for Respondent No.1.

Ms. Vaishali Gaonkar, Respondent No.1 present in Court.

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CORAM : PRASANNA B. VARALE, J.

DATED: 18 SEPTEMBER, 2017

P.C. :

. Learned Counsel appearing of the Petitioners and Counsel appearing for Respondent No.1 submit that the Petitioners and Respondent No.1 arrived at a settlement. The agreed terms of settlement are placed on record. The Consent Terms is signed by the Secretary, Sameer Dnyan Prasarak Vishwastha Nidhi, i.e. Petitioner No.1, the Counsel for Petitioners as well Respondent No.1 - Ms. Vaishali Gaonkar and the Counsel appearing for Respondent No.1. As per the Consent Terms, parties agree for affirming the order dated 29 April 2003 passed by the learned School Tribunal, Navi Mumbai in Appeal No.2 of 2001. Respondent No.1 agreed that she will not claim salary or back wages from the Petitioners from the date of termination order dated 10 January

2001 till reinstatement. It may not be necessary to state the other details of the Consent Terms. Suffice to say that the Consent Terms also refer to the formalities and modalities in respect of the wages. Clause 4 of the Consent Terms reads thus:-

4. The Petitioners hereby confirm that the salary grant pertaining to post occupied by the respondent No.1 has not been drawn/reimbursed by the Education Officer from June 2008 to 30-4-2009 and from June 2011 till today and is accordingly termed as vacant post by the respondent No.2 for the purpose of salary grant. Further balance salary grant is also intermittently due from June 2001 in respect of the above post. The petitioners will submit salary bills to respondent No.2 from June 2001 till reinstatement within four weeks and respondent No.2 shall process the said bills accordingly. The Petitioners shall cooperate and incur all expenses in this regard. The Petitioners also confirm and undertake that after reinstating the respondent No.1, the petitioners would regularly submit the monthly salary bills to respondent No.2 for grant of regular salary.

2. Clause 5 of the Consent Terms refers to the entitlement of Respondent No.1 to all benefits, including benefits of continuity of service, senior scale and seniority from the date of her initial appointment as well the retirement benefits such as pension, gratuity. By clause 6, the Petitioners undertake to update all the records, including seniority list, service book and pay fixation within 30 days, and thereafter forward the record, including service book and pay fixation to Respondent No.2, i.e. Education Officer, and the Education Officer to process the same. The Petitioners also undertake to carry out the pay fixation of Respondent No.1 by taking into consideration the revisions of

pay sale from time to time with all necessary increments, senior scale, selection grade, etc.

3. The Consent Terms are taken on record and marked "X" for identification. The undertaking of the parties in the Consent Terms, duly signed by the parties. is noted and accepted. The petition is disposed of in view of the Consent Terms arrived at and agreed by the parties between them.

(PRASANNA B. VARALE, J.)