IN THE HIGH COURT OF JUDICATURE OF BOMBAY
BENCH AT AURANGABAD

WRIT PETITION NO. 4132 OF 1995

M/S LORCOM (PROTECTIVES) LTD.
VERSUS
S.T.CHOUDHARI
...
Advocate for Petitioner : Shri B.B.Yenge.
Advocate for Respondent : Shri V.N.Upadhye
...

CORAM : RAVINDRA V. GHUGE, J.
Dated: June 21, 2018
...

PER COURT :-

1. A detailed order was passed on 19.6.2018 recording the amicable settlement between the parties. Despite the same, one more opportunity was granted to the respondent in order to enable him to ponder over the said terms of the settlement and to state whether he has any second thought about the same.

2. For the sake of clarity the order dated 19.6.2018 is reproduced hereunder:-

"1. This matter was heard for quite some time on 14/06/2018 and again in the first session today.

2. The entire controversy is being put to an end after prolonged discussions between the two learned advocates *and their respective clients present in the Court.*

3. After much reluctance and rounds of discussions with the petitioner, learned advocate for the petitioner submits that the petitioner is willing to pay Rs. 4,25,000/- as a lump-sum quantified amount towards all benefits arising out of employment and the non-employment of the respondent. In the event the respondent is entitled to any benefits flowing under the Employees' Provident Funds and Miscellaneous Provisions Act, 1952, the petitioner is willing to forward the papers to the concerned department so as to enable the department to disburse the PF accumulations and the benefits under the pension scheme, if applicable. It is clarified by the petitioner that besides forwarding the papers to the PF department, no further payments of any nature whatsoever would be made for and on behalf of the petitioner.

4. Learned advocate for the respondent submits that even he had serious deliberations with the respondent in this week. Though the gratuity payable to the respondent is calculated by the petitioner at Rs. 48,694/-, the respondent has added the interest component vide an amount of Rs. 52,000/- to round off the gratuity amount at Rs. 1,00,000/-. He submits that considering the length of the litigation and the fact that he has crossed the age of superannuation, he is agreeable for the amount of Rs. 4,25,000/-. He is willing to accept whatever benefits as could be available under the PF Act and bring this litigation to an end.

5. I find from the records that the respondent had joined duties on 01/08/1982. He was confirmed on 01/07/1983. His date of dismissal was 21/07/1986. After he succeeded before the Labour Court in his challenge to the dismissal, he was reinstated on 26/10/1996, after being out of employment for 3 years 11 months and 25 days. The petitioner/Factory at Aurangabad, was permanently closed down on 26/11/2003 and all employees on the permanent rolls of the factory were offered a voluntary separation scheme. For any workman who could be compared with the respondent, presuming that the respondent worked from 01/08/1982 till 26/11/2003, was offered a package of Rs. 1,38,739/- along with gratuity.

6. I find that even if the salary of the respondent as on the date of the closure of the company on 26/11/2003 is taken into account and the gratuity component is added, he would be entitled to an amount of Rs. 3,70,000/- by presuming that he is in service from 01/08/1982 to 26/11/2003, inclusive of the payment of backwages for the unemployment of about four years. By the intervention of the Court, an additional amount of Rs. 55,000/- is added to make a round figure of Rs. 4,25,000/- and both the learned advocates, on instructions from their clients present in the Court, are agreeable.

7. It is purely by way of an opportunity to the respondent to give a second thought to what has transpired in this Court today, which is reflected in this order, stand over to 21/06/2018 by the consent of the parties, for *'passing orders'."*

3. Both the learned Advocates for the respective sides submit in the presence of their respective clients in the Court that the terms recorded in the order dated 19.6.2018 are acceptable to the parties.

4. Considering the said terms, this petition is disposed off by virtue of the amicable settlement between the parties. The impugned judgments stand merged in view of this settlement.

5. Learned counsel for the petitioner / management submits that the amount of Rs.4,25,000/- would be paid to the respondent by tendering a demand draft to the learned Advocate for the respondent within three weeks from today. An acknowledgment will be issued to evidence the receipt of the demand draft by the learned Advocate.

6. Rule is made absolute in the terms of this settlement.

(RAVINDRA V. GHUGE, J.)

...

akl/d