

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
NAGPUR BENCH, NAGPUR

Contempt Petition No.74 of 2018
in
Writ Petition No.1439 of 2010 (D)

Maya d/o Pyabhudas Parchake
vs.

Shri Sanket Netaji Rajgadkar, Secretary, Lokvikas Shikshan Sanstha, Wani & others

*Office notes, Office Memoranda of
 Coram, appearances, Court's orders
 or directions and Registrar's orders.*

Court's or Judge's Orders

Shri B.G. Kulkarni, Advocate for Respondent Nos.1 & 2.

CORAM : S.B. SHUKRE, J.
DATE : 6th OCTOBER, 2018.

Heard Shri B.G. Kulkarni, learned Counsel for respondent Nos.1 & 2. Nobody is present for the petitioner. Respondent Nos.3 & 4 are absent.

02] On going through this petition, it is seen that the grievance of the petitioner is about the communication, dated 07/12/2017 issued by respondent No.3.

03] By this communication, respondent No.3 has disallowed the claim of the petitioner for getting salary for the period from 01/08/2009 to 30/11/2014 on the ground that during this period of time, the petitioner was not in service and did not perform any duty.

04] The aforestated communication, dated

07/12/2017 has been termed by the petitioner as contemptuous requiring initiation of contempt action against respondent No.3, the Project Officer. According to the petitioner, rejection of her claim for getting salary for the period from 01/08/2009 to 30/11/2014 by respondent No.3 is in clear breach of the order of this Court passed on 24/11/2014 on the basis of the compromise arrived at between the parties. So, it would be necessary for us to take a close look at the order, dated 24/11/2014 passed by this Court in Writ Petition No.1439/2010 and also the terms of the compromise.

05] On going through the order of this Court and also the compromise petition, however, I find that there is no clause therein, which requires the Project Officer or respondent No.3 to allow the claim of the petitioner for getting the salary for the said period from 01/08/2009 to 30/11/2014. Some of the clauses of the compromise petition are also specifically reproduced in the order, dated 24/11/2014.

06] The relevant portion of this order is reproduced, for the sake of convenience, as under :

“The claim for back wages has been given up. It is, however, stated that the salary bills for the period from 26/07/2010 to 30/11/2014

shall be submitted to respondent Nos.2 & 3. In case said bills are approved, respondent No.1 shall get salary for above period. In case the same are not approved, the petitioners would not be responsible for the same."

07] These observations have been made by this Court on the basis of what was specifically agreed between the parties. This agreement reflected in the compromise petition would also be relevant insofar as the claim of the petitioner in this petition is concerned. For this purpose, clause 6 of the compromise petition being relevant is also reproduced as under :

"06. In so far as the period from the date of granting of interim relief by this Hon'ble Court i.e. 26/07/2010 to 30/11/2014 is concerned, the petitioners have agreed to submit salary bills of respondent No.1 and if the bills would be sanctioned and approved, the amount would be released and paid to respondent No.1. However, if the bills are not approved by respondent Nos.2 and 3 and salary not released, the petitioners will not be responsible in any manner for the said back wages or any part thereof."

08] It is clear from what has been agreed between the parties and what has been confirmed by an order of this Court is that respondent No.3 has been given

discretion to consider on merits the claim of the petitioner regarding getting of salary for the aforesaid period of time and it was for him to decide on merits of the claim, as to whether or not to allow or disallow the claim. This is what the respondent No.3 has done by the impugned communication. He has taken a decision by exercising discretion granted to him by this Court. For exercising such a discretion, no fault could be found with respondent No.3. This has also been specifically stated by this Court in the order, dated 24/11/2014, when it states that in case the bills are not approved, the petitioner would not be responsible for the same. There is thus no merit in the petition and it deserves to be dismissed.

09] The contempt petition stands dismissed, there being no breach much less deliberate breach of the order of this Court.

10] The contempt petition is disposed of accordingly. No costs.

**sandesh*

JUDGE

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Waghmare

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