

IN THE HIGH COURT OF JUDICATURE OF BOMBAY
BENCH AT AURANGABAD

944 CIVIL APPLICATION NO.11726 OF 2018
IN RA(ST)/957/2016

ASHOK UTTAMRAO KHARE
VERSUS
SISTER OF OUR LADY OF FATIMA FATIMA CONVENT AND OTHERS

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Advocate for Applicant : Shri Kolhare S.R.
Advocate for Respondents 1 to 3 : Shri Warma B.R.
AGP for Respondent 5 : Shri Bhagat N.T.

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CORAM : RAVINDRA V. GHUGE, J.
Dated: July 19, 2019

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PER COURT :-

1. This is an application seeking condonation of 5 years and 6 months in filing a Review Application for seeking review of a consent order passed by this Court on 16.6.2010.
2. Heard the learned Advocates. Perused the papers.
3. The learned Advocate for the applicant points out an order passed by the learned Division Bench of this Court dated 7.12.2016, in Writ Petition No.5479 of 2014, contending that the learned Bench has allowed him to file a Review. On perusal of the order, it appears that as the learned Bench was not willing to entertain the petition, the petitioner sought withdrawal of the petition to file a review.

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4. Shri Warma points out that the parties had settled the matter between themselves in writing and the terms of settlement were produced before this Court. A Civil Application No.1426 of 2008 was pending along with Writ Petition No.2052 of 2005. Same were disposed off in terms of the settlement. The management has complied with the terms of settlement as are ordinarily understood. He then points out that the grievance of the applicant is that the management has resiled from the terms of settlement.

5. Learned Advocate for the applicant concedes that his proposal post reinstatement was sanctioned by the Education Officer and he has challenged the same approval before the learned Division Bench in Writ Petition No.5479 of 2014, which he has already withdrawn.

6. This Court can not discharge the function of an interpreter to find out whether the terms of settlement between the parties signed in 2010, have been properly interpreted by either of them. Now, the applicant is already before the School Tribunal, challenging his superannuation on the basis of an incorrect date of birth, branding it as 'otherwise termination'.

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7. In view of the above, this civil application is rejected as I am not convinced to condone the delay of 5 years and 6 months and in view of the facts recorded as above.

(RAVINDRA V. GHUGE, J.)

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