

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD

WRIT PETITION NO. 11233 OF 2016

PAITHAN TALUKA SAKHAR KAMGAR UNION THROUGH ITS
LOCAL PRESIDENT AND ANOTHER
VERSUS
THE UNION OF INDIA AND OTHERS

...

Advocate for Petitioners :

Mr. Shinde Chandrakant K.

Standing Counsel for Respondent No. 1 : Mr. A. B.
Dhongade

AGP for Respondents No. 2 to 8 :

Mrs. V. N. Patil Jadhav

Advocate for Respondent No. 9 :

Mr. D. R. Kale Patil

Advocate for Respondent No. 10 : Mr. Y. V. Kakade

...

WITH

CA/661/2019 IN WP/11233/2016

...

CORAM: S. V. GANGAPURWALA &
A. M. DHAVALA, JJ.

DATE: 11th FEBRUARY, 2019

PER COURT :

1. The writ petition is filed for payment of the employees dues such as provident fund, gratuity, arrears of pay, bonus etc.

2. Today, affidavit-in-reply is filed on behalf

of respondent no. 10. The paragraph no. 6 of the affidavit-in-reply reads thus -

'...

6. I say and submit that, the respondent No. 10 i.e. Sachin Ghayal Sugars Pvt. Ltd., so as to abide the terms and conditions of the Collaboration Agreement dated 3/8/2015 and Compromise deed dated 30/7/2018 deposits Cheque bearing No. 000342 of HDFC bank, Paithan Branch of Rs. 25 lacs dated 9/02/2019 to respondent No. 9 i.e. Shri Sant Ekanth Sahakari Sakhar Karkhana Ltd. Eknath Nagar, Paithan towards employees dues as referred above. Also respondent No. 10 will deposit remaining balance amount of present crushing season within four weeks from today.'

3. The statement made in paragraph no. 6 of the affidavit-in-reply is accepted as an undertaking to this Court.

4. Mr. Kale, learned counsel for respondent no. 9, on instructions, submits that as and when the amount is deposited by respondent no. 10 the amount would be disbursed to the members of the

petitioner and the employees as per the Collaboration Agreement and the Compromise Agreement.

5. The said statement is also accepted as an undertaking to this Court.

6. In view of the said statement made by the learned counsel accepted as an undertaking to this Court Mr. Shinde, learned counsel for the petitioners on instructions withdraws the writ petition.

7. Writ petition is disposed of as withdrawn. No costs.

8. In view of disposal of the writ petition, the civil application also stands disposed of.

[A. M. DHAVALÉ, J.] [S. V. GANGAPURWALA, J.]

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