

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION**

FIRST APPEAL NO. 1296 OF 2016

Dattatraya V. Ghurye

..Appellant

Versus

The Saraswat Co-op. Bank Ltd. and others.

..Respondents

Mr. Rupesh R. Lanjekar, for the Appellant.

Ms. Shyamali Gadre, Mr. Pranav Thackur, Mr. Sandip Sadanand
Punekar and Mr. Pradnyesh Lokegaonkar i/b Little and Co. for the
Respondents.

**CORAM : SMT. ANUJA PRABHUDESSAI, J.
DATED : 14th JUNE, 2019.**

P.C.

1. The appellant herein was the plaintiff and Civil Suit No. 3445 of 2009 filed before the City Civil Court, at Bombay. The said suit came to be dismissed by the judgment dated 15/05/2016. Being aggrieved by the impugned judgment the appellant has filed the present appeal.

2. During pendency of the appeal, the respondent Nos.2,3,7 and 8 were deleted as per the order dated 28/02/2017. The learned

counsel for the appellant states that the appellant does not wish to seek any relief as against respondent No.4, 5, 6, 9 to 12.

3. The learned counsel for the appellant as well as the learned counsel for respondent No.1 state that the appellant and the respondent No.1 have settled the dispute amicably. They have filed consent terms. Which reads thus :-

CONSENT TERMS

“1. The Appellant and the Respondents agree, confirm and declare that the Appellant accepts Rs.47,00,000/- (Rupees Forty Seven Lakhs) the gross amount, prior to deductions under the Income Tax Act 1961 as full and final settlement amount towards all and/or any dues payable to the Appellant by the Respondents.

*2. The Appellant confirm and declare that the defamation case bearing number 257/SS of 2006 filed before the Additional Chief Metropolitan Magistrate Court No.38 at Ballard Estate against the respondents is withdrawn on 14th May, 2019 as per order of the Additional Chief Metropolitan Magistrate, Court no. 38 at Ballard Estate. Annexed hereto and marked as **“Exhibit – A”** is copy of the order dated 14th May, 2019.*

3. The Appellant confirm and declare that he has not instituted any other suit (s) or proceeding (s) against the present respondents and/or any of respondent No.1 Bank's current and/or past employees and/or its directors and no

other suit (s) or proceeding (s) filed by the Appellant is pending before any other court of law against the Respondent Bank and/or any of its current and/or past employees and/or its directors.

4. The Appellant agree and confirm that Rs.47,00,000/- (Rupees Forty seven lakhs), i.e. the gross amount prior to deductions under the Income Tax Act 1961 and which after deductions amount of Rs. 34,46,800/- (Rupees Thirty four lakhs forty six thousand eight hundred) is the full and final compensation amount payable to the Appellant. The Appellant agree, confirm and accept the demand draft dated 13th June 2019 bearing number 024213 drawn on the Saraswat Co-operative Bank Limited, Prabhadevi Branch amounting to Rs.34,46,800/- (Rupees thirty four lakhs forty six thousand eight hundred) which is the payable amount upon deductions made under the Income Tax Act, 1961 as the full and final compensation amount. The Appellant agrees that he shall not make any claims towards reinstatement or re-employment with the respondent no.1 bank. Annexed hereto and marked as **“Exhibit-B”** is copy of the demand draft bearing number 024213 drawn on the Saraswat Co-operative Bank Limited, Prabhadevi Branch amounting to Rs.34,46,800/- handed over to the Appellant by the Respondent No.1 Bank and duly received by the Appellant from the Respondent no.1 bank, before this Hon'ble Court simultaneous with the filing of the present consent terms.

5. The Respondent agree and confirm that upon filing of the present consent terms, the respondent No.1 bank shall pay the appellant applicable pension from the next month i.e w.e.f. 01.07.2019 as per the policy of the Respondent no.1 Bank.

6. *The Appellant and the Respondents agree and confirm that from the date of the filing of these Consent Terms all allegations/averments made against all the Respondents in the present Appeal arising out of Suit No.3445 of 2009 (BHC Suit No. 1015 of 2009) and/or any such proceedings filed by the present Appellant, if any, shall stand as withdrawn.*

7. *Save and except these Consent Terms, there shall be no further orders in the above Appeal and all applications pending therein, if any, shall stand accordingly disposed of.*

8. *In view of these consent terms arrived at between the Appellant and the Respondents and aforesaid Appeal stands disposed of in terms of the above.*

9. *The appellant shall not claim any relief and/or damages etc. whatsoever from Respondent Nos.4,5,6, 9 to 12.”*

4. The appellant as well as Mr. Sandip Sadanand Punekar the Power of Attorney holder of respondent No.1/Bank are present before the Court. The respondent No.1 / bank has placed on record a copy of the Power of Attorney, authorizing Mr. Punekar to enter into the compromise, adjust, settle or withdraw from any matter in the legal proceedings. The appellant as well as Power of Attorney holder Mr. Sandip Sadanand Punekar, admit having signed the

consent terms. They submit that the consent terms are agreeable to them. The consent terms are taken on record and marked 'X' for identification.

5. Since the appellant and respondent No.1 have settled the dispute amicably, appeal stands disposed of, as per the consent terms. Decree be drawn as per the consent terms.

6. Court fee be refunded as per the rule.

(ANUJA PRABHUDESSAI, J.)