

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

WRIT PETITION NO.3398 OF 1998

The Cosmos Co-op. Bank Ltd.	...Petitioner
Versus	
Ms Vidisha Madhukar Chitrao alias Vidisha Gajanan Kirtikar	...Respondent

**WITH
WRIT PETITION NO.4957 OF 1999**

Ms Vidisha Madhukar Chitrao alias Vidisha Gajanan Kirtikar	...Petitioner
Versus	
The Cosmos Co-op. Bank Ltd.	...Respondent

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Ms Meena H. Doshi for the Petitioner in WP/3398/1998 and for the Respondent No.1 in WP/4957/1999.

Mr. N.A. Kulkarni with Mr. Avinash Belge for the Respondent in WP/3398/1998 for the Petitioner in WP/4957/1999.

CORAM : SMT. ANUJA PRABHUDESSAI, J.

DATED: 3rd MAY, 2019.

P.C.:-

Not on board. Upon being mentioned on the ground of urgency, taken on board.

2. The learned counsel for the Petitioner and the Respondent in both the petitions state that the proceedings before the Industrial Court as well as the present writ petition was filed in the maiden name of the Petitioner in Writ Petition No.4957 of 1999. It is stated that

name of the said Petitioner has been changed to Vidisha Gajanan Kirtikar. The Petitioner has placed on record copy of the gazette dated 13/12/2001, copy of the Aadhar Card, Pan Card, etc. on record. The Petitioner therefore, seeks leave to amend the cause title of both the petitions to show her changed name in the cause title. Leave is granted. Amendment to be carried out forthwith.

3. The learned counsel for the Petitioner and the learned counsel for the Respondent state that both the parties have settled the dispute amicably. They have placed on record the consent terms, which read thus:-

“The parties in the above matter have amicably settled the disputes inter se in terms of the following Consent Terms and pray that the above Writ Petitions be disposed of in terms thereof.

- (a) By consent of both parties the impugned order dated 21.1.1998 made in Appeal (BIR) No.9 of 1997.
- (b) It is agreed between the parties that the cause title in Writ Petition Nos.4957 of 1999 and 3398 of 1998 be amended by changing the name of Smt. Vidhisha M. Chitrao to Vidhisha Gajanan Kirtikar. The said amendment in the cause title of both the Writ Petitions may be carried out forthwith, with the leave of this Hon'ble Court. Photocopies of the Aadhar Card, the Gazette Notification in MGG dated 13.12.2001 and the Passport are annexed hereto and marked **Exhibit “A” Colly.** Accordingly, the name of Smt. Vidhisha Chitrao will stand amended to Smt. Vidhisha Gajanan Kirtikar.

- (c) The Bank has agreed to pay a lump sum amount of Rs.25,00,000/- (Twenty-five lakhs) only to Smt. Vidisha Chitrao alias Vidisha Kirtikar in full and final settlement of all her claims of whatsoever nature against the Bank, including the claim for reinstatement, back wages and continuity of service as also claims for bonus gratuity, leave encashment, provident fund etc. and upon acceptance of Rs.25,00,000/- against the full and final settlement. Smt. Vidisha Kirtikar / Vidisha Chitrao has relinquish/ given up her all and any other claim, if any against the Bank, its officer or any other authorities and shall not file any litigation in any Court of Law and/or authority for any reason connected to subject matter of this Petition.
- (d) Smt. Vidisha Chitrao/Vidisha Kirtikar declares that with the said payment, no claims of any nature whatsoever will remain outstanding against the Bank including the claim for reinstatement, back wages, continuity of service and any other legal or terminal dues including bonus, gratuity, leave encashment and provident fund, etc.
- (e) The said payment shall be made by the Bank within two weeks of the order on the Consent Terms.
- (f) The parties hereby agree that the amount of Rs.25,00,000/- payable under the present Consent Terms will be spread over from the date of termination upto the date of the signing of the Consent Terms. Such spread over is permissible under Rule 89 of the Income Tax Rules framed under the Income Tax Act, 1961. Such spread over be granted by the said Income Tax Department.”

4. Petitioner -Ms Vidisha Madhukar Chitrao alias Vidisha Gajanan Kirtikar-Petitioner as well as Mr. Vijaykumar D. Patil, Officer on Special Duty on behalf of the Respondent -Cosmos Co-op. Bank Ltd. in Writ Petition No.4957 of 1999 are present before the Court. Mrs.

Meena Doshi, the learned counsel for the Bank state that Mr.Vijaykumar D. Patil has been authorised by the Bank to enter into the settlement and sign the terms. She undertakes to place on record necessary authorisation given by the Bank in the course of the day. Statement is accepted.

5. The consent terms are signed by the Petitioner and the Respondent in both the petitions. The Consent terms are agreeable to the Petitioner as well as the Respondent in both the petitions. They have stated that they have read the consent terms and that the terms are agreeable to them. Said consent terms alongwith all annexures are taken on record and marked 'X' for identification.

6. In view of the amicable settlement arrived between the parties as per the consent terms, both the writ petitions stand disposed of.

(SMT. ANUJA PRABHUDESSAI, J.)