

DDR

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

SECOND APPEAL NO. 51 OF 2015

Suresh Chiman Rajole

..Appellant

vs.

Nashik Thermal Power Station

Maharashtra Electricity Board

..Respondent

....

Shri Vinayak Kumbhar i/b. Shri S.A. Mane for appellant.

Mr. Sanjay Jain a/w. Mr. Sumeet Bansod i/e/ L.J. Law for the respondent.

....

CORAM : M.S.KARNIK, J.

DATE : 9th OCTOBER, 2019

P.C. :

Heard learned counsel for the appellant and learned counsel for the respondent.

2. Learned counsel for the appellant was at pains to urge that respondent – Nashik Thermal Power Station has failed to honour the agreement by which it was promised to provide employment to the appellant in his capacity as a Project Affected Person. It is the appellant's case that their agricultural lands

were subject matter of acquisition by the respondent for setting up a thermal power plant.

3. Learned counsel for the appellant would invite my attention to the agreement dated 13th October, 1977 between the Village Panchayat and the respondent providing for employment to any one family member of the Project Affected Persons. He would place emphasis on Clause 7 of the Agreement.

4. Learned counsel for the appellant would submit that the respondent is not justified in denying the benefit of this agreement only on the ground that his father was employed with the respondent. Learned counsel vehemently urged that the documents on record indicate that his father was working on daily wages and not in regular employment. In the submission of learned counsel, as his father was not appointed in regular employment, the appellant is still entitled to the benefit of the said agreement, he being the member of the family whose lands are acquired for the respondent's project.

5. Thus, the appellant – original plaintiff filed a suit before the trial Court on the plea that he being the member of the family whose lands are acquired for the respondent's project is entitled to an employment on regular basis.

6. Learned counsel for the respondent on the other hand pointed out that in the Plaint, the appellant failed to disclose that his father was given employment with the respondent. He would submit that as the appellant's father was already given an employment, the claim of the appellant does not deserve any consideration. He would further submit that the list as regards names of eligible persons entitled to employment has to be prepared in terms of the agreement and at the relevant time the appellant was a minor.

7. I have gone through the findings of the Courts below. The appellant seeks a declaration that he is entitled to a regular employment with the respondent on the basis of the agreement which is at page 31 of the paper-book. In terms of the clause 7, a list has to be prepared in respect of those who are eligible for

employment as Project Affected Persons. It is not as if the appellant claims that he was included in the list and therefore being deprived of the employment as Project Affected Person. At the time when the agreement was executed and even when the land was acquired, the appellant was a minor. The certificate is issued in the name of the appellant's grandfather. It is an admitted fact that after execution of the agreement, the appellant's father was in the employment of the respondents and the trial Court has recorded a finding that he continued in the employment of respondent till superannuation. The plea of the appellant that because his father was working on the daily wages and not in regular employment and therefore the appellant is entitled for a regular employment is untenable. It is only after the agreement that the appellant's father was engaged with the respondent on and from May 1979. The appellant's father retired in the year 1999. It is only thereafter that the plaintiff filed the suit in the year 2004. The fact that the appellant's father was in employment of the respondent is not disclosed by the plaintiff anywhere in the Plaint. These materials

are brought on record by the respondents during the course of trial.

8. Considering the concurrent findings recorded by the Courts below, I see no reason to interfere with these findings as it cannot be said that there is any illegality or perversity in the findings recorded. The present Appeal does not involve any substantial question of law. The same is dismissed with no order as to costs.

(M.S.KARNIK, J.)

Diksha
Rane Digitally
signed by
Diksha
Rane
Date:
2019.10.09
18:17:40
+0530