

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

WRIT PETITION NO. 14000 OF 2018

Bharat Gears Ltd.

....Petitioner

V/s.

Dattu Vithoba Bhujbal

....Respondent

Mr. Amol Baban Desai for the petitioner.

Mr. T. Yadav for the respondent.

CORAM: SMT. ANUJA PRABHUDESSAI, J.

DATED : 02nd MAY, 2019.

P.C.:

. The petitioner herein has challenged the impugned judgment dated 11/09/2018 whereby the learned Member of the Industrial Court has dismissed the Revision Application (ULP) No.77 of 2017 in Complaint (ULP) No.64 of 2009.

2. The learned counsel for the petitioner and the respondent have stated that the petitioner and the respondent have resolved the dispute amicably. They have placed on record the Consent Terms signed by the petitioner and by Om Prakash Pandit Rao Marathe, Process Leader, HR of the Petitioner – Company and by the respondent. The said Consent Terms read as under :-

“ 1. The Respondent has agreed to settle all his claims, rights and disputes for a consideration of Rs.3,38,397/-.

2. The petitioner agrees to pay Rs.3,38,397/- to the Respondent by

way of full and final settlement and satisfaction of the claims and disputes of the Respondent.

3. In view of the terms agreed to hereinabove, the Respondent agrees and declares that all his rights, and claims arising out of the Order dated 19.10.2015 passed by the Labour Court in Complaint (ULP) No.64 of 2009 and also by the Order dated 11.09.2018 passed by the Industrial Tribunal at Thane in Revision Application (ULP) No. 77 of 2017 in full and final satisfaction by the Petitioner.

4. In view of the terms agreed to hereinabove, the Respondent agrees and declares that he has no claim of whatsoever nature including that of reinstatement, employment, back wages, wages, bonus, leave wages, gratuity, allowances, legal dues or any other claim of whatsoever nature, monetary or otherwise arising out of his employment or non-employment with the Petitioner. The Respondent will be entitled to withdraw the Provident Fund dues accumulated in his account.

5. The Respondent agrees and declares that he has taken loan from Employees Co-operative Credit Society and still owes Rs.73,186/- to said Society. The Respondent authorises the Petitioner to deduct the said amount of Rs.73,186/- from the total amount agreed to in Clause I and pay the same to the said Co-op. Credit Society. Similarly the Respondent agrees and declares that while in service he had taken from the Petitioner a sum of Rs.3500/- towards Salary Advance. The Respondent further agrees and authorises the Petitioner to deduct Rs.3500/- from the amount agreed to in Clause 1 hereinabove.

6. The balance amount of Rs.2,61,711/- is being paid by the Petitioner to the Respondent by a crossed cheque bearing number 465663 dated 19.04.2019 drawn on IDBI Bank.

7. In view of the terms agreed to hereinabove, the parties agree and declare that the petition may be disposed of in the above terms. ”

3. The petitioner has placed on record the certified copy of the resolution dated 17/01/2017 authorizing Mr. O.P. Marathe to act on behalf of the Company to commence, prosecute, defend the claims in the suit or to settle, compromise and/or to refer to the arbitration any suit or proceedings. The said resolution is taken on record and marked as 'X' for identification. The Consent Terms are signed by Mr.O.P. Marathe and by the respondent and their respective counsels. Mr.O.P. Marathe and the respondent are present before the Court and state that they have read the Consent Terms and the same are agreeable to them. The Consent Terms are marked as 'Y' for identification. The statement made in the Consent Terms are accepted as an undertaking to the Court. In compliance with clause (6) of the Consent Terms, the petitioner has handed over to the respondent, crossed cheque of Rs.2,61,711/-. Since the parties have settled the dispute amicably, the Writ Petition stands disposed of as per the Consent Terms.

(SMT. ANUJA PRABHUDESSAI, J.)