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

Megha Parab
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**WRIT PETITION NO.692 OF 2016**

Smt. Usha Manjrekar ...Petitioner

Versus

M/s. Oberoi Hotels and Resorts and Anr. ...Respondents

....

Mr. T.R. Yadav i/b. Ms Seema Chopda for the Petitioner.
Mr. Dharmesh Jain i/b. Mr. Rajesh Gehani for the Respondents.

**CORAM : SMT. ANUJA PRABHUDESSAI, J.**

**DATED: 16th DECEMBER, 2020.**

**P.C.:-**

The Petitioner herein has challenged the Part-I award dated 31/01/2011 and final award dated 15/07/2014 passed by Respondent No.2 in Reference (IDA) No.6 of 2008.

2. The services of the Petitioner were terminated for having committed misconduct. The dispute was referred to the Labour Court, Mumbai. The Labour Court has held that the inquiry was fair and proper and that the charges were proved and the punishment was proper and justified and hence, dismissed the Reference. Being aggrieved by the said award, the Petitioner had invoked the Writ jurisdiction of this Court under Article 227 of the Constitution of India.

3. Mrs. Seema Chopda, learned counsel for the Petitioner as well as Mr. Rajesh Gehani, learned counsel for Respondent submits that the Petitioner-Workman as well as the Respondent No.1 have settled the matter amicably. They have placed on record Consent Terms, which read thus:-

Consent Terms

"The parties abovenamed have settled all their disputes and differences including the subject matter of Writ Petition No.692 of 2016 and Reference (IDA) No.6 of 2008 on the following terms and conditions:

1. The Respondents have agreed to pay to the Petitioner in the aforesaid proceedings, a total amount of Rs.4,75,000/- (Rupees Four Lakhs and Seventy Five Thousand only) in full and final settlement of all her dues, rights and claims of whatsoever nature and the said Petitioner, Smt. Usha Manjrekar agrees to accept the said amount of Rs.4,75,000/-(Rupees Four Lakhs and Seventy Five Thousand only) in full and final settlement of all her dues, rights and claims arising out of the aforesaid proceedings including the earned salary, Bonus, Gratuity, Leave pay and Exgratia. The details of the said amount of Rs.4,75,000/- (Rupees Four Lakhs and

Seventy Five Thousand only) are mentioned as under:

In addition to the above amount of Rs.2,73,425 (Rupees Two Lakhs Seventy Three Thousand Four Hundred and Twenty Five only) the Petitioner is being paid an amount of Rs.2,01,575/-(Rupees Two Lakhs One Thousand Five Hundred and Seventy Five only) as under:
(image)
Rs.2,73,425.00 by Cheque No.570830 dated 08th October, 2020 drawn on United Bank of India and Rs.2,01,575/- by Cheque No.08th October, 2020 drawn on United Bank of India.

2.It is agreed that the services of the Petitioner shall be treated as terminated by consent with immediate effect without attaching any stigma of whatsoever nature against her and shall be issued a simple service certificate showing her period of employment, last drawn salary and designation and the aforesaid amount is paid to the Petitioner in full and final settlement of all his dues, rights and claims.

3. It is further agreed that on receipt of this amount of Rs.4,75,000 (Rupees Four Lakhs and Seventy Five Thousand only) the Petitioner shall have no dues, rights and claims outstanding against Oberoi Hotels

and Resorts or any of their associate concerns.

4. The Petitioner also undertakes not to initiate or pursue any matter or proceedings before any Court of Law or Authority against EIH Ltd. owners of the brand Oberoi Hotels and Resorts whatsoever.

5. The Petitioner Workman acknowledges the receipt of the aforesaid described Cheques.

6.The aforesaid Writ Petition No.692 of 2016 may be disposed off as per these consent terms."

4. The Petitioner, who is present before the Court has acknowledged having received the amount stated in the Consent Terms. She has also stated that she has gone through the Consent Terms and that the same are acceptable to her. Consent terms signed by the Petitioner and the authorised signatory of the Respondent. Consent terms are taken on record and marked 'X' for identification.

5. Petition stands disposed of in view of the above consent terms.

6. This order will be digitally signed by the Private Secretary/Personal Assistant of this Court. All concerned will act

on production by fax or email of a digitally signed copy of this order.

**(SMT. ANUJA PRABHUDESSAI, J.)**