

for uninterrupted and continuous services w.e.f. 30.06.1995. The Petitioner seeks benefit of the 6th Pay Commission for the services between the period 16.04.1996 to 14.06.1996 + 1259 days being the period of alleged involuntary cessation of employment between 16.04.1997 to 30.09.2000 being 1318 days.

2 Mr. Kanade, learned Counsel for the Petitioner invited our attention to the judgment dated 12.02.1999 delivered by the Pune / Shivaji University and College Tribunal, in Appeal No.50 of 1997 filed by the Petitioner impugning the termination order dated 15.03.1997 terminating the services w.e.f. 15.04.1997. He also fairly invited our attention to the consent terms filed by the parties before this Court in Writ Petition No.1996 of 1999.

3 It is submitted by the learned Counsel for the Petitioner that though by the said consent terms it was provided that the Petitioner herein shall be appointed temporarily for the Academic year 2000-2001 in the Abeda Inamdar Mahila Mahavidyalaya, Pune as the Director of Physical Education at the basic salary in the pay scale of Rs.2200-75-2800-100-4000, the Petitioner was subsequently made permanent. The Petitioner is in service as on today. The learned Counsel also invited our attention to the endorsement made in the

service book at page 86 of the Writ Petition, stating that the salary of the Petitioner have been paid for the period from 13.02.1999 to 30.09.2000 in the sum of Rs.2,84,846/- dated 18.05.2011 with mutual understanding. The Petitioner has been also paid the entire salary for the break period from 16.04.1997 to 30.09.2000. A perusal of the said endorsement does not indicate any date on the said endorsement.

4 The learned Counsel strenuously urged that if the period during which the service of the Petitioner was terminated and the date of the order of the Tribunal is considered as uninterrupted services, the Petitioner would be granted benefit of 6th Pay Commission and other benefits as if she continued in service during the said period based on the subsequent conduct on the part of the Management.

5 We are unable to accept this submission made on behalf of the learned Counsel for the Petitioner. It is not in dispute that the Petitioner had succeeded before the Tribunal by the judgment dated 12.02.1999. The termination order dated 15.03.1997 terminating the services of the Petitioner w.e.f. 15.04.1997, was set aside. By the said order it was declared that the Petitioner was a confirmed employee of the Institution and was in continuous service with the School from 30.06.1995 onwards.

6 It is not in dispute that in the Writ Petition filed by the Management before this Court, consent terms came to be filed. The Writ Petition was disposed of in term of the consent terms. The parties by the said consent terms agreed for setting aside the said order dated 12.02.1999 passed by the Tribunal. The Management agreed to appoint the Petitioner temporarily for the academic year 2000-2001 in the Abeda Inamdar Mahila Mahavidyalaya, Pune as the Director of Physical Education at the basic salary in the pay scale of Rs.2200-75-2800-100-4000. It was further provided that in the event of the Management finding that the performance of the Petitioner herein as the Director of Physical Education for the academic year 2000-2001 in the said College would be satisfactory, the Petitioner herein would be appointed as Director of Physical Education on the probation basis from the academic year 2001-2002 onward, however, subject to the approval of the State Government and of the University of Pune.

7 In our view the impugned order passed by the Tribunal is substituted by the consent terms entered into by the parties before this Court in the said Writ Petition. In the said consent terms parties have not agreed that the order of termination is set aside from the date of

termination i.e. with retrospective effect. On the contrary the order passed by the Tribunal allowing reinstatement is set aside by substituting the terms agreed upon by and between the parties in the consent terms.

8 We are, therefore, not inclined to accept the submission made by Mr. Kanade, the learned Counsel for the Petitioner that the period during which the services of the Petitioner were terminated shall be condoned as break in service and the benefit under 6th Pay Commission shall be granted by the Government to the Petitioner. There is no merit in the Writ Petition.

9 Writ Petition is accordingly dismissed. There shall be no order as to costs.

(R.I. CHAGLA, J.)

(R.D. DHANUKA, J.)