

Bhogale

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

WRIT PETITION NO. 7476 OF 2011

Sandeep Maruti Mali

.. Petitioner

vs.

State of Maharashtra & ors.

..Respondents

Mr. Satyajeet Rajeshirke for the Petitioner.

Mr. Manoj Patil for Respondent Nos.3 and 4.

Mr. Sachin K. Hande I/b. Mr. Jayant Bardeskar for Respondent No.5.

Mrs. M.S. Bane, AGP for the State.

Shri Vasant Rao Dattatray Jadhav, Chairman of Respondent No.3.

CORAM : M.S.KARNIK, J.

DATE : JANUARY 11, 2021

P.C.:-

Heard learned counsel for the parties.

2. The Petitioner and the Respondent Nos.3 to 5 have filed the consent terms. Learned counsel for the Petitioner and learned counsel appearing on behalf of Respondent Nos.3 to 5 submit that the Petition be disposed of in view of the consent terms.

3. Learned AGP appearing on behalf of Respondent Nos.1 and 2 submits that she objects to clause 3 and 4 of the consent terms. According to her as the Petitioner was not working on the

said post, the Petitioner is not entitled to any arrears of backwages from management for the said period and even from the Respondent Nos.1 and 2.

4. I have gone through the consent terms. Clause 3 and 4 reads thus :-

“3. As no teacher appointed on the post on which the Petitioner was working after termination of the Petitioner till today and as a said post is aided one therefore Respondent No.3 to 5 will submit proposal of backwages to Respondent No.1 & 2 and Respondent no.1 & 2 will consider same according to the provisions of the law. The Petitioner is unemployed from the date of termination till date.

4. The Petitioner will not claim any arrears of backwages from management as the post was aided one. The Petitioner will not claim any amount from the Respondents No.3 to 5 in between and from the date of termination till the date of reinstatement based on the present consent terms.”

5. On the reading of the consent terms it is apparent that the Respondent Nos.3 to 5 have to submit the proposal for backwages to the Respondent Nos.1 and 2 and the Respondent Nos.1 and 2 will consider the same in accordance with the provisions of law. I do not find any impediment in disposing of this Petition in terms of the consent terms. It is always open for the Respondent Nos.1 and 2 to consider the proposal submitted

by the Respondent Nos.3 to 5 in accordance with law and pass appropriate orders thereon. It is ultimately for the Respondent Nos.1 and 2 to decide the said proposal on its own merits and in accordance with law.

6. So far as clause 4 is concerned, it is recorded by the Petitioner that he will not claim any arrears of backwages from management as the post was aided one. That be so, the Petitioner is only restricting his entitlement to claim the arrears if the proposal is submitted by the Respondent Nos.3 to 5 to the Respondent Nos.1 is considered favourably. I do not see any error in this approach.

7. Needless to mention that the consent terms are filed between the Petitioner and Respondent Nos.3 to 5 and the Respondent Nos.1 and 2 are not signatories or parties to the consent terms. It is clarified that only Petitioner and Respondent Nos.3 to 5 are signatories to the consent terms.

8. The Petitioner as well as the Chairman of the Respondent No.3 are present in the Court. They are identified by their respective advocates. They have said that the consent terms have been duly signed by them and they agree to abide what is

stated in the consent terms. I have interacted with the Petitioner and he reiterated with what is stated in the consent terms.

9. In this view of the matter, the present Petition is disposed of in terms of consent terms.

10. This order will be digitally signed by the Personal Assistant of this Court. All concerned will act on production by fax or email of a digitally signed copy of this order.

(M.S.KARNIK, J.)