

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

**CIVIL APPLICATION NO. 169 OF 2020  
IN**

**WRIT PETITION NO. 7685 OF 2011**

Pravin Pandurang Shinde

... Applicant

*Versus*

Director of Technical Education,  
Maharashtra State and Ors.

... Respondents

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Mr. Pravin P Shinde, the applicant in person.

Mrs. P.J. Gavhane, AGP for the State-Respondent No. 1.

Mr. S.R. Kulkarni, for the Respondent Nos. 2 and 3.

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**CORAM: R. D. DHANUKA AND  
ABHAY AHUJA, JJ.**

**DATE : 23<sup>rd</sup> NOVEMBER, 2021.**

**P.C. :-**

1. At the request of the applicant, matter was heard at 4.30 p.m. By this interim application, the applicant seeks restoration of the Writ Petition No. 7685 of 2011 and further reliefs prayed for in prayer clauses C, D, E and EA of the application.

2. Heard the applicant in person and learned counsel for respondent nos. 2 and 3 in the Civil Application and have perused the record available with this Court. In our view

affidavit-in-reply is not warranted in the facts of this case.

3. On 1<sup>st</sup> February 2012, Division Bench of this Court disposed of Writ Petition No. 7685 of 2011 as infructuous. On the date of passing the said order, the applicant was absent. Learned counsel for the respondents tendered a copy of the Consent Terms filed by the parties in Writ Petition No. 1407 of 2008. This Court accepted the said consent terms on record which was marked X for identification and disposed of the said petition as infructuous. That order is sought to be recalled by this Civil Application.

4. The applicant who appears in person states that he was not paid entire amount due to him as sought to be provided in the said consent terms. He was not aware of the consent terms when the said consent terms were taken on record in Writ Petition No. 1407 of 2008.

5. Learned counsel for the respondent Nos. 2 and 3 on the other hand submitted that before the said consent terms were taken on record on 15<sup>th</sup> December 2011, a learned single judge of this Court in Civil Application No. 2554 of 2011 recorded that parties were trying to settle the case out of Court. This Court observed that applicant herein agreed not to press the impugned order of reinstatement provided he is paid certain amount towards full and final settlement of his claim and he also agreed that he would withdraw all

connected Civil and Criminal cases filed by him against the petitioner/employer. The petitioner /employer has even placed on record calculation of the amount payable to the applicant herein. The applicant has gone through the calculation and stated that he would accept the offer and would settle the case. This Court accordingly recorded that the parties should submit terms of settlement in writing by next date. In the meantime, the office was directed to hand over a sum of Rs.2,00,000/- to the applicant herein.

6. Parties thereafter filed consent terms before the learned single Judge, duly signed by the applicant herein and respondent nos. 2 and 3. The said writ petition no. 1407 of 2008 was filed by Governing Council Dr. D. Y. Patil Pratishthan, Kolhapur, and Another. This Court took the said consent terms on record and disposed of the said writ petition.

7. Perusal of the said consent terms would clearly indicate that the Management had deposited amount of Rs. 11,52,083/- in this Court towards backwages of the applicant herein from 31<sup>st</sup> December,2003 till 24<sup>th</sup> January 2008. The calculation in respect of the said amount was annexed at Exhibit A and was handed over to the applicant herein. The applicant herein did not dispute the said calculation. Out of the said amount, the applicant was permitted to withdraw an amount of Rs. 2,00,000/- and was granted liberty to

withdraw the balance amount of Rs. 9,52,083/- forthwith.

8. The respondent calculated the backwages of the applicant from 25<sup>th</sup> January 2008 to 31<sup>st</sup> December 2011 amounting to 19,51,941/- The said calculation was also handed over to the applicant who did not dispute the said calculation. The Management therein undertook that Demand Draft favouring the applicant will be drawn and handed over to him within one week from the date of filing of the consent terms. Learned Counsel for Respondent Nos. 2 and 3 states that all the aforesaid payments have been made to the applicant, which is not disputed by the applicant.

9. It was agreed by the parties that whatever is being paid under the consent terms to the applicant herein is paid by way of full and final settlement between the parties and no dispute of whatsoever nature will be raised by the applicant as well as by the Management regarding the same.

10. The applicant herein also undertook not to press or file further proceedings to implement or execute the impugned order dated 24<sup>th</sup> January, 2008 passed in Appeal No. 2 of 2004 by the Presiding Officer, School Tribunal, Pune Region, Pune. The applicant also undertook to withdraw all the proceedings filed in this Court and in any other Court against the Governing Council of Dr. D.Y. Patil Pratishthan, Management

of Dr. D.Y. Patil Pratishthan, Y.B. Patil Polytechnic Kolhapur which was shifted to Pimpri, Pune and now to Akurdi, Pune and also personally against the office bearers.

11. The applicant herein also undertook not to initiate any proceeding in any Court of Law regarding his appointment by the Management, service rendered by him in the Y.B. Patil Polytechnic Kolhapur, seniority maintained by Y.B. Patil Polytechnic and also regarding the issue raised by him in various Contempt Petitions, Writ Petitions, Civil Applications filed before this Court as the said settlement is full and final settlement between the parties.

12. The applicant herein also undertook that he has no claim or grievance of whatsoever nature against the Governing Council of Dr. D.Y. Patil Pratishthan and Y.B. Patil Polytechnic Kolhapur shifted to Pimpri, Pune and now to Akurdi, Pune regarding his employment and will not make any application for his appointment or any post in any of the Institutes/Colleges/ Schools run/managed by Dr. D.Y. Patil Pratishthan.

13. In the said consent terms it was agreed by the parties that a copy of these consent terms will be produced on record before the concerned Court where the matters filed by the applicant are pending and such matters shall be withdrawn by

the applicant without any liberty in view of these consent terms.

14. This Court accordingly disposed of the Writ Petition and all Civil Applications pending therein.

15. In view of the inadvertence error regarding the Civil Application number, in the said order passed by this Court, by subsequent order, said error was corrected.

16. Learned counsel for the respondents states that pursuant to the said consent terms, 30 matters filed by the applicant in various Courts by the applicant himself were dismissed disposed of for want of prosecution or on merit.

17. The applicant does not dispute the correctness of the chart submitted before this Court by the learned counsel for Management. Upon a query raised by this Court, the applicant informed this Court that though it is his case that the applicant was not paid the entire amount nor was he aware of the terms recorded in the consent terms, he has not filed any proceedings for setting aside said consent terms in the last ten years.

18. The applicant also does not dispute that 30 proceedings filed by him are already disposed of or dismissed on merits in view of the consent terms arrived at between the parties. The

applicant is a teacher, is educated and understands English and argued in person.

19. In our view, the Division Bench of this Court was right in disposing of the said Writ Petition in view of the undertakings already rendered by the applicant before the learned single Judge of this Court to withdraw all the proceedings filed by him pending in this Court.

20. We are thus not inclined to grant any relief in this Civil Application. Civil Application is accordingly dismissed.

[ABHAY AHUJA, J.]

[R. D.DHANUKA, J.]