

Uday S. Jagtap

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION**

WRIT PETITION NO. 945 OF 2021

Mr. Firdaus Shamim

.. Petitioner

Vs.

Food Corporation of India & Ors.

.. Respondents

.....

Mr. Vinod P. Sangvikar for the petitioner

Mr. Hafeezur Rahman for respondent nos. 1 to 3

Mr. Dinesh D. Tayade for respondent no.4

**CORAM : K.K. TATED &
PRITHVIRAJ K. CHAVAN, J.J.**

DATED : 10th AUGUST, 2021

P.C.

1. Heard learned Counsel for the parties.
2. By this petition under Article 226 of the Constitution of India, the petitioner is seeking directions against respondent nos. 1 to 3 to release the terminal benefits of the deceased Soghra Shabnam.
3. The learned Counsel for the petitioner submits that earlier there was a dispute between the petitioner and the respondent no.4. However, during the course of pendency of the present petition, the dispute came to be settled between the parties. Hence, they have filed the consent terms dated 12th July, 2021 duly signed by

UDAY
SHIVAJI
JAGTAP

Digitally signed
by UDAY
SHIVAJI
JAGTAP
Date:
2021.08.11
10:51:30
+0530

the petitioner, respondent no.4 and their respective advocates. The consent terms are taken on record and marked "X" for identification, which read thus :-

"1) That the present petitioner and the respondent no. 4 i.e. Md. Modassar Hassan by relation are the real brother and sister, and present writ petition filed by the petitioner claiming a share in the terminal benefits, being the daughter of the deceased late Soghra Shabnam, who was working as Assistant Grade III (G) under Bhagalpur District Divisional office in the State of Bihar of Food Corporation of India at the time of her death. Late Soghra Shabnam passed away due to Covid -19 on 05th August, 2020. After the demise of the late Soghra Shabnam, petitioner communicated her concern to the Respondent No.1 to 3, Employer of Late Soghra Shabnam, regarding the claim for and share in monetary benefits, which would have been due and payable on account of her death.

2) Subsequently, the Respondent-FCI informed the petitioner that if she is claiming as a legal heir, she should get the succession certificate from the competent authority as the Respondent No.4 was the nominee of the said deceased and in terms of service rule of FCI, only nominee was entitled to get the said terminal benefits in absence of the succession certificate. The said communication refusing to disburse the said terminal benefits to petitioner by the Respondent nos. 1 to 3, was challenged in captioned writ petition.

3) Now during pendency of the writ proceedings as above, the Petitioner & Respondent No.4 have arrived at amicable settlement and the mutual understanding arrived at and the same is being reduced in writing in

the form of present consent terms, which will be full and final settlement of all disputes, differences between the Petitioner and Respondent No.4, pertaining to the service-related monetary benefits receivable on demise of their mother Late. Soghra Shabnam and both of them shall not have any residue claim, interest of whatsoever nature against each other or their legal heirs on execution of the consent terms and its fulfillment as under:

- A) The Petitioner hereby agrees and undertakes to withdraw this writ petition, and further the Petitioner and the Respondent No.4 Md. Modassar Hassan do and each of them doth hereby agree that any other pending proceedings whether Civil or Criminal filed by them or their agents, servants, nominees or associates before any Court or any authority in respect of or relating to money receivable on account of demise of Late Soghra Shabnam, shall be withdrawn immediately after the consent terms are taken on record of this Hon'ble Court .*
- B) It is agreed, declared and confirmed between the Petitioner and the Md. Modassar Hassan-Respondent No. 4, out of the entire amount of Monetary benefits, due and payable on demise of their mother late Soghra Shabanam in the office of the Respondent No. 1, 2 and 3 i.e. Food corporation of India, an amount of Rs.13,00,000/-(Rupees Thirteen lacs Only) shall be disbursed by Respondent No.4-Md. Modassar Hasan herein to the account of the Petitioner i.e. SBI Bank account No. 35911954771, IFSC CODE SBIN0000037, Defence Services branch Colaba, Mumbai and the remaining balance amount would belong to the Respondent No. 4 and in lieu of this*

amicable settlement, petitioner undertakes and confirm that she has agreed to withdraw present proceeding and shall not raise any claim against the respondent No.4 and/or with Food Corporation of India in future regarding any of the issue of the payments pertaining to the terminal dues of the Late Soghra Begum, even if any amount already disbursed by the FCI and Petitioner shall have no claim on any other amount disbursed before by the LIC and State Bank of India. In the event of the payment of Rs.13,00,000/- (Rupees Thirteen Lakhs only) in aforesaid manner is not affected, the Respondent no.4 agrees and undertakes to be bound for the said payment and towards the said payment of Rs. 13 Lacs has already issued Post dated cheques (PDC) drawn on State Bank of India (00037) Bhagalpur, Bhowesh Bhawan Beatson Road, Khanjarpur, bearing number 220735 and 220736 for an amount of Rs.8,00,000/- and Rs. 5,00,000/- respectively, and for which the Respondent no.4 undertakes and assures that he will arrange for sufficient funds to honour said cheques, as and when presented, immediately upon receipt of Gratuity, CPF and/or any terminal monetary dues from the FCI, which would be sufficient to honour commitment of said amount of Rs.13,00,000/- (Rupees Thirteen Lakhs only). The Respondent no.4 undertakes to duly and promptly intimate the Petitioner of receipt of funds from the FCI, which would be sufficient to clear the said cheques, as soon as the Petitioner deposits the cheques forthwith. Dishonour of said cheques shall entail revocation of consent granted by Petitioner to claim for compassionate appointment by the

Respondent no.4 on demise of mother Late. Soghra Shabnam.

- C) It is agreed, declared and confirmed between the Petitioner and the Md. Modassar Hassan-Respondent No. 4 that Petitioner cannot claim any right, interest and claim in/ adverse for the appointment of the Respondent No. 4 on the ground of the compassionate ground, preferred by the Md. Modassar Hassan and pending before the FCI Bhagalpur and/or its offices also, and if any NOC/CONSENT requirements raised by the Respondent No. 1 to 3, then Petitioner shall give written consent for the same as and when required by the Food Corporation of India.*
- D) It is agreed, declared and confirmed between the Petitioner and the Respondent No. 4 that as and when required the Petitioner agrees to sign and execute all the necessary applications in that behalf.*
- E) The parties agree that aforesaid terms and respective undertakings be treated as undertaking given to this Hon'ble Court with its consequences in the event of breach. The said terms are entered into by the parties of their own volition, free will and without any force, coercion or pressure. The terms are read over and explained and understood by the parties before putting their signature.*
- F) The Petitioner and Respondent No.4 undertakes before this Hon'nble Court that they will not raise any claim against each other after signing of the present terms.*
- G) All ad interim order stands vacated.”*

4. The Consent Terms are accepted for disposal of the present writ petition.
5. The learned Counsel Mr. Rahman, appearing on behalf of respondent nos. 1 to 3 submit that they are not the parties to this consent terms. He submits that they will release terminal benefits to the deceased as per their rules and regulations. Statement is accepted.
6. In view of the above, the following order is passed :-

ORDER

- (i) The Writ Petition stands disposed of in terms of the consent terms dated 12th July, 2021.
- (ii) Parties to act on an authenticated copy of this order.
- (iii) No order as to costs.

(PRITHVIRAJ K. CHAVAN, J.)

(K.K. TATED, J.)