

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD

930 WRIT PETITION NO.1011 OF 2019

**SHAIKH MEHBOOBI ABDUL RAZAQUE
VERSUS
HAZRAT SARKAR NANIMA SOCIAL ASSOCIATION NALDURG
AND OTHERS**

Mr. R. J. Godbole, Advocate for the petitioner
Mr. P. B. Ganpat, Advocate for the respondent Nos. 1
and 2
S. K. Doke (Renge), Advocate for the respondent No.3
Mr. S. A. Deshpande, Advocate for the respondent
No.1

CORAM : RAVINDRA V. GHUGE, J.

DATE : 17-03-2022

P. C.

1. The petitioner as well as the respondent Management Nos. 1 and 2 have settled with their terms and conditions of compromise by which the impugned judgment of the school tribunal is to be set aside by consent. The terms of compromise (9-pages) with individual affidavit sworn on verification, are collectively marked as 'X-1' for identification.

2. Clause-3 of X-1 at page 3 indicates that the petitioner would not claim arrears of salary from respondent Nos.1 and 2 and in the event, she is acquitted in the pending criminal case, she would claim the said salary from the Education Officer (Primary), Zilla Parishad, Osmanabad.

3. The learned Advocate appearing on behalf of the Zilla Parishad has strenuously opposed this clause on the ground that a settlement between the two warring parties cannot create a financial burden on the State Exchequer. She submits that if the Management desires, it may pay the salary to the petitioner and the State Government will not pay a penny.

4. The learned Advocate for the petitioner submits that after removal, no permanent Headmistress has been appointed and salary that was payable to her from the salary grant has not been paid to any other person.

5. Mr. Khatib Tanveer Ali Sayed Ali, President of the Management has filed an affidavit on 14-03-2022 in this court. According to the Advocate for

the respondent, said affidavit is not on record. He tendered a copy of the said affidavit (3-pages) which is marked as 'X-2' for identification. He says in the affidavit that no permanent person is appointed in place of the petitioner and therefore, salary scale payable to the petitioner was not paid to any other person from the salary grants available.

6. The Advocate representing the Zilla Parishad, places a compilation of the documents on record (5 pages), which is marked as 'X-3' collectively, for identification. She points out from the said documents that it is the same respondent Management, which insisted on the appointment of a permanent Incharge Headmistress and payment of regular salary to her.

7. Considering the above, I find that this issue can be resolved by permitting the Education Officer to consider it's records and rules applicable and then pass an order on bills for payment of arrears to the petitioner, when submitted by the Management. The Education Officer will have liberty to deal with said bills independently on its

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merits in the light of the record available and the rules applicable.

8. With the above liberty granted to the Education Officer, this petition is disposed off in the terms of compromise X-1.

[RAVINDRA V. GHUGE, J.]

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