

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD**

948 WRIT PETITION NO.5419 OF 2022

**FARKHUNDA JABIN QUAZI AND ANOTHER
VERSUS
THE STATE OF MAHARASHTRA AND OTHERS**

Ms. Fatema Kazi, Advocate h/f Ms. S. S. Kazi, Advocate for the petitioners

Mr. A. R. Kale, AGP for the respondents/State

**CORAM : RAVINDRA V. GHUGE &
ANIL L. PANSARE, JJ.**

DATE : 15th June, 2022

P. C.

1. The petitioners have put forth prayers at clauses 'B' to 'F' as under:-

(B) By issuing writ of mandamus or any other writ or direction in the like nature, the respondent Nos. 1 to 4 be directed to permit the petitioners to join the duty as Assistant Teachers in Tanwir-ul-Atfal Urdu Primary School, Nawabpura, Aurangabad, as per the order passed by the Education Officer dated 13-07-2021.

(C) By issuing writ of mandamus or any other writ or direction in like nature, the respondent Nos. 3 and 4 be directed to prepare and submit salary bills, arrears of salary since date of order/letter issued by the Education Officer Primary, in favour of the petitioners and to submit regular

salary bills in favour of petitioners.

(D) Pending hearing and final disposal of this writ petition, the respondent management be directed not to appoint any other person on the vacant posts and the Education Officer be directed not to grant approval in favour of respondent Nos. 5 to 7 or any other person.

(E) Pending hearing and final disposal of this writ petition, the respondent nos. 3 and 4 be directed to permit the petitioners to resume the work as Assistant Teacher forthwith.

(F) In the alternative the respondent No.2 Education Officer be directed to stop payment of salary of the Head Master i.e. respondent No.4 for not permitting the petitioners to resume their duties and also to take action against the management for disobeying the order of Education Officer.

2. Both these petitioners entered into a compromise deed between them and the school management i.e. respondent No.3, to comply with the direction of the School Tribunal, Aurangabad which recorded the compromise on 18-04-2017. The parties agreed that these petitioners would be absorbed in the Tanwir-ul-Atfal, Urdu Primary School, on two vacant posts. Now the grievance is that those two vacant posts are filled in by the management and the claim of the petitioners is ignored.

3. We find that neither the State Government nor the Education Officer has any role to play in the compromise deed arrived at between the parties before the school tribunal. The petitioners, therefore, have the remedy of seeking execution of the compromise deed. A writ petition under Article 226 of the Constitution of India is not the remedy as a writ of mandamus cannot be issued against a private party on the basis of a compromise deed between such parties before the school tribunal.

4. In view of the above, with liberty to avail of a remedy as is permissible in law, this petition is disposed off.

[ANIL L. PANSARE, J.]

[RAVINDRA V. GHUGE, J.]