

IN THE HIGH COURT OF JUDICATURE OF BOMBAY
BENCH AT AURANGABAD

CIVIL APPLICATION NO.12906 OF 2021
IN WP/2864/2008 WITH WP/2864/2008

SATYABHAN YASHWANT PATIL
VERSUS
YAHANOGADEVI SHIKSHAN SANSTHA THROUGH ITS CHAIRMAN
SUKHDEV JETHYA GAVIT AND OTHERS

Mr.S.R.Sapkal, Advocate for the petitioner.
Mr.N.T.Bhagat, AGP for respondent No.2.
Mr.A.R.Syed, Advocate h/f Mr.S.P.Brahme, Advocate for respondent
No.1.

(CORAM : RAVINDRA V. GHUGE , J.)

DATE : MARCH 15, 2022

PER COURT :

1. With the consent of the parties, the petition is taken up for final hearing. The civil application is, therefore, disposed off.

2. The learned Advocates for the respective sides have jointly placed on record a copy of a written statement made by the employee, dated 27.12.2021 addressed to the President of the Institution that the employee would not claim back wages from 2001 upto 2008 considering the judgment dated 07.03.2008 delivered by the School

Tribunal thereby quashing his termination dated 11.11.2005 / 03.12.2005 and granting him continuity in service. He has been reinstated by the employer in 2006. The copy of the said communication is taken on record and marked as "X" for identification.

3. The learned Advocate for the employee points out that though he has succeeded before the School Tribunal and has been reinstated, the Education Officer has ignored his period of unemployment from 11.11.2005 till 13/10/2006 though the School Tribunal has granted him continuity in service. He had approached the learned Division Bench of this Court in WP No.9438/2011. By order dated 31.08.2012, the writ petition was disposed off by subjecting the issue of approval to the result of this petition.

4. The learned Advocate for the Management submits that though the petitioner was working from 30.06.2001 till his termination 11.11.2005, as the employee has given up his claim for all back wages from 2001 till 2008, no wages are to be paid to the employee as per their mutual agreement.

5. In view of the above, this petition is partly allowed, by consent, only to the extent of the respondent giving up the back wages for the period 2001 to 2008. The continuity in service granted by the School Tribunal is sustained. The petitioner's service shall therefore be reckoned from 30.06.2001 when he joined employment, for the purposes of his post-retiral benefits. The Education Officer shall keep in mind that, the employee being declared surplus and being absorbed in another institution, would constitute a part of his service period. Rule is made partly absolute in the above terms.

(RAVINDRA V. GHUGE, J.)