

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
WRIT PETITION NO.1403 OF 2022

Madhukar Harishchandra Mane.] ... Petitioner

Vs.

Macoma Hardware.] ... Respondent

...

Ms. Seema K. Chopda for the petitioner.

Mr. Sunil K. Kharwal for the respondent.

...

CORAM : RAVINDRA V. GHUGE, J.

DATED : 16TH FEBRUARY, 2022.

P.C. :-

1. This matter was heard for quite some time on 14/02/2022.

2. After considering the submissions of the parties and upon going through the record available, I suggested to the parties that they may explore the possibility of a settlement, without laying down a precedent as the petitioner is a 70 years old man, residing in Mumbai. The parties sought an adjournment for two days.

3. Today, the learned advocate for the petitioner submits that an amount of Rs.1 lakh as lump-sum compensation amount to bring the litigation to an end, was offered in November, 2020 when the litigation was alive before the Labour Court in Reference (IDA) No.150/2014. The learned advocate representing the petitioner employee submits that, going by the Payment of Gratuity Act, notwithstanding whether the Act would be applicable or not, would render the petitioner to an amount of Rs.2 lakhs.

4. The learned advocate for the management submits that as they have less than 10 workers, they have consistently canvassed that the Payment of Gratuity Act, 1972 would not apply.

5. Per contra, the case of the petitioner is that the respondent engages 30 workers and 7 staff members.

6. Eventually, the learned advocate for the management submitted, on instructions, that this court may suggest any amount, in between Rs.1 lakh and Rs.2 lakhs, as a lumpsum compensation to bring the litigation to an end and the management would agree to pay the amount, without laying down a precedent. The learned advocate for the petitioner submitted in the presence of the petitioner available in the court hall, that the petitioner is agreeable to any amount that this court may state, as a lumpsum compensation.

7. I have personally interacted with the petitioner in his mother tongue 'Marathi' and I asked him as to whether the court could state an amount in between Rs.1 lakh, which was the offer of the management and Rs.2 lakhs, which was the expectation of the petitioner. He stated in the open court, that he would accept any amount that this court may suggest and that he would not be disappointed.

8. In view of the above, I suggested that the management should pay an amount of Rs.1.75 lakhs to the petitioner. The petitioner is agreeable to the said amount, as well as the management.

9. In view of the above, this petition is disposed off on the following conditions:-

- (a) The management shall pay an amount of Rs.1.75 lakhs to the petitioner on or before 31/03/2022.
- (b) A demand draft for an amount of Rs.1.75 lakhs would be handed over, either to the learned advocate for the petitioner or directly to the petitioner.
- (c) The petitioner would issue a receipt of having

received the demand draft.

- (d) The entire litigation between the two sides is now brought to an end and the petitioner would be precluded from raising any industrial dispute, demand, grievance, etc. arising out of his employment and non employment, before any authority, tribunal or court under any provision that was applicable to him. In short, there shall be no litigation between the two parties of any nature whatsoever in relation to his employment and non employment.

[RAVINDRA V. GHUGE, J.]