

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION**

FIRST APPEAL NO. 1082 OF 2017

Kranti Sahakari Sakhar Karkhana Ltd.

..Appellant/Applicant.

v/s.

Mr. Prakash Dhareoppa Kumbhar

..Respondents

Ms. Aparna M. Kalathil for the Appellant/Applicant.

Ms. Reeta R. Pawar for the Respondent.

**CORAM : ANUJA PRABHUDESSAI, J.
DATED : 10th OCTOBER, 2022.**

P.C.

1. The Appellant herein has challenged the judgment and order dated 1st December, 2015 passed by the Commissioner for Employees Compensation, 4th Labour Court, Thane in APPL. (WCA) No.339 C-84/2009. During pendency of the appeal, parties have arrived at amicable settlement. Ms. Kalathil, learned Counsel for the Appellant and Ms. Pawar, learned Counsel for the Respondent have placed on record consent terms which read thus:

“1. The Respondent accept the amount of Rs.6,00,000/- paid by the Appellant to Respondent by Demand Draft No.942740 drawn on State Bank of India, Palus Branch dated 19th July, 2022 towards full and final settlement of compensation awarded by the Commissioner for Employees Compensation,

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signed by
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SALGAONKAR
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SALGAONKAR

4th Labour Court, Thane in Case No.APPL (WCA) No. 339/C-84/2009 by an order dated 1st December, 2015.

2. On receipt of the said amount by Demand Draft No.942740 drawn on State Bank of India, Palus Branch dated 19th July, 1922, the award passed by Commissioner for Employees Compensation, 4th Labour Court, Thane in Case No. APPL (WCA) No.339/C-84/2009 to be marked as 'Satisfaction'.

3. That the Appellant agrees not to ask for reimbursement of amount of Rs.3,27,000/- paid by the Appellant to Ruby Hospital, Pune towards medical treatment of the Respondent.

4. Liberty to the Appellant to withdraw amount deposited in the Trial Court pursuant to the Interim Order of this Honorable Court dated 1st August, 2017 of Rs.11,68,656/- together with interest accrued thereon. The Commissioner for Employees Compensation, Thane is hereby directed to permit the Appellant to withdraw the entire amount together with interest unconditionally."

2. The consent terms are signed by Mr. Virendra Deshmukh, H.R. Manager of the Appellant Karkhana and by Dhareoppa Kumbhar, father of the Respondent. The resolution authorizing Mr. Virendra Deshmukh

to enter into settlement and sign the terms as well as the Power of Attorney executed by the Appellant to enter into settlement on his behalf and sign the terms has been placed on record. The Attorney of the Claimant has also filed his affidavit stating that he has agreed to settle the matter for sum of Rs.6000/- towards full and final settlement and that he has received a Demand Draft in respect of the said amount.

3. The signatories to the consent terms viz. Deshmukh and Kumbhar, are present before the Court. Since the Attorney of the Respondent does not understand English or Marathi, the terms were explained to him through Advocate C.M.Lokesh who can read and write Kannada language. The Attorney of the Respondent admits having signed the consent terms and also confirms the contents of the consent terms. The Consent Terms along with annexures are taken on record and marked “X” for identification.

4. The statement made in the consent terms is admitted as an undertaking to the Court. The POA of the Respondent has received the Demand Draft for Rs.6 Lakhs.

5. In view of the consent terms filed by the parties, the appeal stands disposed of.

6. Civil Application, if any, stands disposed of.

(ANUJA PRABHUDESSAI, J.)