

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

WRIT PETITION NO. 5766 OF 2008

Narendra Maganlal Desai

..Petitioner

v/s.

Dy. General Manager,
Deepak Nytrate Ltd., Pune

..Respondents

Mr. S.R.Nargolkar a/w. Arjun Kadam for the Petitioner.
Mr. Vipul Patel i/b. Haresh Mehta & Co. for the Respondent.

**CORAM : ANUJA PRABHUDESSAI, J.
DATED : 6th DECEMBER, 2022.**

P.C.

1. Not on board. Upon production, taken on board.
2. Learned Counsel for the Petitioner and Respondent state that the parties have arrived at amicable settlement. They have placed on record, consent terms which read thus:

“The parties to the present Writ Petition have negotiated and mutually agreed to settle all their pending disputes and differences till date and are therefore desirous of placing on record their one-time full and final settlement in the form of these Consent Terms as hereinafter appearing.

A reference was made by Dy. Commissioner of Labour, Pune under Section 10(1) and 12(5) read with section 2-A

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of the Industrial Disputes Act, 1947 for adjudication of an Industrial Dispute between the parties herein for the Petitioner's demand of reinstatement, continuity of service and full back wages for the entire period and registered as Reference (IDA) No. 19/2005.

In the said Reference (IDA) No. 19/2005, the Ld. Labour Court-III, Pune was pleased to pass the Part I-Award and Order dated 29.11.2007, whereby the preliminary issue as to whether the Petitioner is a 'workman' as defined under Section 2(s) of the Industrial Disputes Act, 1947 was decided against the Petitioner and the said Reference was accordingly dismissed.

The said Part I-Award and Order dated 29.11.2007 passed by the Ld. Labour Court-III, Pune was challenged by the Petitioner in this Hon'ble Court vide the present Writ Petition bearing No. 5766 of 2008.

The Petitioner hereby agrees, confirms and declares that in view of the consent terms of settlement arrived at hereby and stipulated as hereinafter, the present Writ Petition No. 5766 of 2008 is hereby un-conditionally withdrawn and

further that the demand for reinstatement and other incidental claims is also accordingly un-conditionally withdrawn.

The Petitioner shall be paid, a full and final settlement of a one-time lump sum as ex-gratia compensation in the sum of Rs. 2,25,000/- (Rupees Two Lakhs Twenty-Five Thousand Only), by the Respondent, at the time of signing of these consent terms by cheque No. 921606 dated 15th November 2022 drawn on Standard Chartered Bank, Shivaji Nagar - Pune Branch in favour of the Petitioner by the Respondent Company, a copy whereof is enclosed herewith.

The parties hereto agree and confirm that the Petitioner was offered his gratuity amount at the time of his termination from the Respondent Company in the year 2000 but the same was refused by the Petitioner as he wanted to pursue the matter in Court.

The Respondent has already deposited the sum of Rs. 70,950/- (Rupees Seventy Thousand Nine Hundred and Fifty Only) with the Controlling Authority, in the year 2009 and on signing of these Consent Terms issued its NoC's to

the Petitioner for withdrawal of the same for which the Petitioner shall hereafter make an application to the Controlling Authority under the Payments of Gratuity Act, 1972 for payment and release thereof by the said Authority to him, alongwith accrued interest, if any. The parties agree, confirm and declare that the Respondent Company shall not be liable for payment of any interest on any of the Gratuity amounts in any way whatsoever to the Petitioner, including interest for the period 2000 to 2009 on the said Gratuity.

The Respondent hereby agrees, confirms, declares and undertakes to this Hon'ble Court that it shall also process the Superannuation Annuity Claim of the Petitioner with Life Insurance Corporation for his accumulated amount of Rs. 3,10,571/- (Rupees Three Lakhs Ten Thousand Five Hundred and Seventy-One Only) as on 31st March 2022 with further up-to-date benefits, if any, within 7 working days from receipt of duly signed and completed forms and annexures from the Petitioner.

The Petitioner hereby agrees, confirms and declares that the Respondent has already paid / cleared his dues towards

Provident Fund and the same has been duly received by him at the time when he was relieved from the Company.

The present Consent Terms are a result of the mutual settlement between the parties hereto, without admission of any specific liability by the Respondent.

Upon receipt of the said sums referred above, the Petitioner hereby agrees, confirms, declares, consents and undertakes to this Hon'ble Court that neither he nor his legal heirs would raise and / or make any further claims, demands, actions of whatsoever nature, civil and / or criminal of any manner whatsoever, against the Respondent or any of its officers, directors, persons claiming by and / or through the Respondent Company under any circumstances hereinafter.

In view of the foregoing settlement arrived at by way of the present Consent Terms, all proceedings leading to the filing of the said Reference (ID) No. 19/2005 and all other issues connected therewith prior thereto or subsequently, if any, including the present Writ Petition No. 5766 of 2008 are all un-conditionally withdrawn and disposed of in terms of the settlement hereof, accordingly.”

3. The consent terms are signed by the Petitioner and Mr. Sadanand Mahagaonkar, Authorized Signatory of the Respondent, and their respective counsel.

4. The Petitioner and the Authorized Signatory are present before the Court and are identified by their respective Counsel. The Petitioner and Authorized Signatory have identified their signatures and have confirmed the contents of the consent terms. The consent terms are taken on record and marked “X” for identification. Statements made in the consent terms are accepted as undertaking to the Court.

5. It is stated that the Petitioner has handed over duly signed and completed forms and annexures referred to in clause (9) of the consent terms. Similarly, cheque for Rs.2,25,000/- has been handed over to the Petitioner and statement has been made that the cheque will be honoured. Statement accepted.

6. Petition stands disposed of as per the consent terms.

(ANUJA PRABHUDESSAI, J.)