

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY****NAGPUR BENCH : NAGPUR****WRIT PETITION NO. 4686 OF 2021**

Annaji Raut Shikshan Sanstha, and anr.

..vs..

The Education Officer (Secondary), Zilla Parishad, Nagpur and ors.

**AND****WRIT PETITION NO. 7101 OF 2014**

Annaji Raut Shikshan Sanstha and anr.

..vs..

Sheshrao Baburao Wagh

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Office Notes, Office Memoranda of Coram,  
appearances, Court's orders of directions  
and Registrar's orders

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Court's or Judge's orders

**Writ petition no. 4686.2021**

Shri Abhay Sukhdeve, Advocate for the petitioner.

Shri Prashant Thakare, Advocate for respondent no.2

Mrs. Khan, A.G.P. for respondent no. 1.

**Writ Petition No.7101.2014**

Shri Abhay Sukhdeve, Advocate for the petitioner.

Shri Prashant Thakare, Advocate for respondent.

**CORAM : VINAY JOSHI, J.****DATED : 06/12/2022.**

Heard.

2. These petitions arise out of two orders of the School Tribunal by which the Tribunal has set aside the termination of respondent / Sheshrao Baburao Wagh and directed to reinstate with other benefits stated in the order.

3. The Management and respondent – Sheshrao Wagh (employee) have settled the dispute *inter se* and filed compromise memo which is marked for identification as 'Annexure-X'.

4. It is agreed in between the Management and employee that towards full and final settlement the employee would accept Rs.12 lakhs. Moreover, there are other agreed terms about continuity of service and

the benefits. Already employee has been reinstated in the service. The compromise memo is signed by both learned Counsel. It is also signed by respondent – Sheshrao Wagh, who is identified by his respective Counsel. On behalf of Management, Principal Rajkumar Mishra is present, who is identified by his learned Counsel. Both of them have agreed and accepted the terms of compromise.

5. Learned A.G.P. has submitted that they are not party to the compromise and they are not liable for any sort of responsibility arising out of this compromise.

6. Since the employer and employee have settled the matter *inter se* by making certain arrangements compromise Annexure – X is admitted and shall be binding on both parties. It is clarified that the State is not party to the compromise, hence no responsibility shall be saddled on the State on the basis of this compromise. Likewise, in case of any dispute arising in between the employer and employee, the State is at liberty to take any decision in accordance with law irrespective of recording of this compromise by the Court.

7. In view of the above compromise, both petitions stand disposed of.