

Arjun

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

WRIT PETITION NO.12955 OF 2023

Sangola Taluka ...Petitioners
Shikshan Prasarak Mandal, Sangola & Anr.

V/s.

Gurudev Mahadev Ujanikar & Ors. ...Respondents

Mr. N. V. Bandiwadekar, Senior Advocate a/w Ashwini Bandiwadekar, for the Petitioners.

Mr. I. M. Khairdi, for Respondent Nos.1 and 2.

Smt. M. S. Srivastava, AGP, for the Respondent Nos.3 and 4.

**CORAM : MADHAV J. JAMDAR, J.
DATED : OCTOBER 17, 2023**

P.C.:

1. Heard Mr. Bandiwadekar, learned counsel appearing for the Petitioners, Mr. Khairdi, learned counsel appearing for the Respondent Nos.1 and 2 and Smt. Srivastava, learned AGP for the Respondent Nos.3 and 4.

2. The Writ Petition is filed challenging the legality and validity of the order dated 14th February 2020 passed by the learned Presiding Officer, School Tribunal, Solapur in Appeal No.11 of 2018. The said Appeal has been filed by the Respondent No.1.

3. By the impugned order dated 14th February 2020, the

termination order dated 3rd May 2017 issued by the Petitioner-Management is declared as illegal and the Petitioners have been directed to reinstate the Respondent No.1 on his post with continuity of service with consequential benefit of full payment of back wages.

4. Mr. Bandiwadekar and Mr. Khairdi, learned counsels appearing for the Petitioners and the Respondent Nos.1 and 2 respectively state that the dispute between the Petitioners and the Respondent No.1 has been resolved in terms of the Consent Terms. Both of them tender the Consent Terms.

5. The Consent Terms are signed by the President of the Petitioner No.1 and the Headmaster of the Petitioner No.2. The Consent Terms are also signed by the Respondent No.1. The President of the Petitioner No.1 and the Headmaster of the Petitioner No.2 as well as the Respondent No.1 are present in the Court. All of them state that the dispute between them is settled in terms of the Consent Terms. Their signatures on the Consent Terms are identified by their respective Advocates. Undertakings in the Consent Terms are accepted as undertakings given to this Court.

6. Accordingly, the Consent Terms are taken on record and marked as "X" for identification. The Consent Terms read as under :

- “1. The Respondent No.1 was appointed on 01.10.2009 in vacant, permanent and recognised post after following due procedure of law and the same was approved. After completion of three years, the further approval was accorded in favour of the Respondent No.1 on 29.01.2013.
2. That due to reduction in strength of students, the Respondent No.1 along with two persons, working in No Grant in Aid section, were rendered surplus and were absorbed on 01.02.2017. However, the Respondent No.1 was terminated from services on 03.05.2017. In the Appeal No.11 of 2018, challenging the termination order, filed by the Respondent No.1, the same came to be allowed on 14.02.2020 by the Ld. School Tribunal. The said judgment & order is impugned in the present Writ Petition.
3. That the Respondent No.1 filed Miscellaneous Application No.18 of 2022, seeking execution of the judgment & order dt. 14.02.2020, passed by the Ld. School Tribunal, in Appeal No.11 of 2018.
4. That the parties have entered into amicable settlement. That on 10.06.2023 Resolution No.5 came to be passed, inter alia, providing to act upon, execute and implement the judgment and order passed by the Ld. School Tribunal in Appeal No.11 of 2018 dated 14.02.2020. It was decided to and resolved to transfer the Respondent No.1 in the vacancy created in Grant in Aid section since from 15.06.2023. Accordingly the appointment letter was issued on 14.06.2023. The Respondent No.1 has joined the services accordingly, since from

15.06.2023, in terms of the Ld. School Tribunal's judgment & order dt. 14.02.2020.

5. That it is amicably settled & resolved between the Petitioner & Respondent No.1 that the Respondent No.1 has waived off and relinquished his right to receive arrears of salary as receivable from the petitioner Trust/Institution, since from the date of termination till joining, as ordered by the Ld. School Tribunal in its judgment and order dated 14.02.2020. It is further agreed that the Petitioners will send the proposal seeking an approval of the transfer of the Respondent No.1 along with bill for arrears of salary of Respondent No.1 to the Respondent Nos.3 and 4. The said proposal will be filed within a period of three weeks from today. The said proposal is to be decided by the Respondent Nos.3 and 4 within a period of three weeks from receipt of the same. The Respondent No.1 will claim arrears of salary of to Grant in Aid post from the Respondent No.3 and 4 alone of which proposal is also to be sent and the same is to be decided on its own merits, as per law by the Respondent Nos.3 and 4. The Petitioner shall make necessary changes in the service book and make the same up to date at the earliest, as per law. That the Respondent No.1 will not claim monetary benefit in the light of judgment and order dt. 14.02.2020, in Appeal No.11 of 2018 from the Petitioners, at any time i.e. neither pending the proposal or after deciding proposal. That the name of the Respondent No.1 will be included in Shalarth Pranali, and he be paid salary

as per law, as is applicable.”

7. The Writ Petition is disposed of in terms of the Consent Terms.

8. The Respondent Nos.3 and 4 to decide the said proposal which is referred in paragraph 5 of the Consent Terms in accordance with law as early as possible and in any case within a period of eight weeks from today.

9. Accordingly, the Writ Petition is disposed of in above terms with no order as to costs.

[MADHAV J. JAMDAR, J.]