



IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
CIVIL APPELLATE JURISDICTION

WRIT PETITION NO. 8322 OF 2011

Prathamik Shikshak Sahakari Bank Ltd.,  
Kolhapur .. Petitioner

**Versus**

Kolhapur District Bank Employees Union and  
Ors. .. Respondents

- .....
- Mr. T.R. Yadav i/by M/s. Desai and Desai Associates for Petitioner.
  - Mr. Sanjay Kulkarni, Advocate for Respondents.
- .....

**CORAM : MILIND N. JADHAV, J.**

**DATE : AUGUST 22, 2023.**

**P.C.:**

**1.** Heard Mr. Yadav, learned Advocate for Petitioner and Mr. Kulkarni, learned Advocate for Respondents.

**2.** Parties have reconciled their differences and filed Consent Terms. Today, Consent Terms dated 22.08.2023 executed between the Petitioner and Respondent Nos.1 to 3 are filed in Court and the same are taken on record and marked “X” for identification. They are signed by the Petitioner; Advocate for Petitioner; Respondent Nos.1 and 3 and the learned Advocate for Respondents. All signatories to the Consent Terms are present in Court. They confirm execution of the Consent Terms.

3. Scanned copy of the first two pages of the Consent Terms is reproduced below for reference:-

Tender in Court  
marked "f" *[Signature]* Adv. Kulkarni  
22/8/23

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Vs.

Kolhapur District Bank Employees Union & Anr. .. Respondents

**CONSENT TERMS**

The parties herein have amicably settled the dispute on the following terms :

- a) The Petitioner and the Respondent No.1 Union have entered into an agreement dated 28.07.2023 in accordance with Section 42 of the Maharashtra Industrial Relations Act, 1946 to put an end to the entire dispute. The said agreement is duly signed by both the parties. A copy of the said agreement is annexed hereto and marked as Exhibit 1 to these consent terms. The said agreement is to be treated as part and parcel of these consent terms.
- b) The Petitioner and the Respondent No. 1 Union agree and undertake to this Hon'ble Court that the parties will abide by the terms agreed upon within the stipulated time.
- c) The Respondent No. 3 Union states that it has no objection if the petition is disposed of as the grievance of Resp. No. 3 has already been redressed by the petitioner.

- d) The order dated 11.07.2011 passed by the Industrial Court, Kolhapur in Complaint (ULP) No. 2 of 2010 shall stand substituted by these consent terms.
- e) The Writ Petition shall stand disposed of in terms of these consent terms.

Mumbai

Dated this 22nd day of August, 2023

For The Prathamik Shikshak Sahakari Bank Ltd., Kolhapur

Chief Executive Officer

**Prathamik Shikshak Sahakari  
Bank Ltd., Kolhapur  
(Petitioner)**

**Kolhapur District Bank  
Employees' Union  
(Respondent No. 1)**

**General Secretary  
Bank Employees Union  
Respondent No. 3**

**Advocate for the Petitioner**

**Advocate for Respondent  
No.1 & 3**

4. The undertakings and obligations given in the Consent Terms are accepted as undertaking given to this Court.
5. Order in terms of Consent Terms.
6. In view of the above, Writ Petition is disposed.

[ MILIND N. JADHAV, J. ]