

Santosh

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

WRIT PETITION NO. 11936 OF 2022

Sangli District Central Co-operatives Bank
Limited, Sangli Head Office, Sangli Miraj
Road, Sangli

...Petitioner

Versus

Ashok Sukhdeo Pawar

...Respondent

Mr. Abhishek Nandimath, i/b Umesh Mankapure, for the
Petitioner.

Mr. Kuldeep Nikam, for the Respondent.

CORAM: N. J. JAMADAR, J.

DATED : 26th APRIL, 2023

PC:-

1. Heard the learned Counsels for the parties.
2. The learned Counsel submit that the parties have amicably resolved the dispute and Consent Terms have been executed.
3. The learned Counsel for the parties seek leave to tender the Consent Terms.

Leave granted.

Consent Terms are taken on record and marked "X".

4. Mr. Pravin Patil, the authorized officer of the petitioner and Mr. Ashok Pawar, the respondent, are present before the Court. They admit the contents of the Consent Terms ("X") and their signatures thereon. They are identified by the Advocates

for the respective parties. It appears that the Consent Terms (“X”) have been voluntarily executed and there is no coercion or duress.

5. Paragraphs 1 to 6 of the Consent Terms (“X”) read as under:

“1. It has been agreed between the parties that, the respondent shall be construed to be reappointed in the services of petitioner Bank from 31.10.2018 (i.e. from date of reappointment) and is entitled for payment of salary from the said date of reappointment only.

2. It has been agreed between the parties that, the respondent shall not claim any back-wages/arrears of salaries and interest thereon in terms of orders of Labour Court dated 15.12.2017 *qua* the period when respondent was not actually serving the petitioner bank pursuant to ‘no work, no pay’ principle.

3. As agreed between the parties herein that, the service of respondent to be treated as a continuation of service in petitioner Bank.

4. It is further agreed between both the parties that, there shall be no adverse change in pay scale and/or other service conditions presently applicable to the petitioner.

5. It has been agreed between the parties that, the respondent herein will not initiate any proceeding before any authorities regarding any issue involved herein.

6. It has been agreed between the parties that, the present consent terms, may be read and record in any other pending and/or future applications/petitions, if any.”

6. It seems that the parties have worked out a comprehensive settlement of the dispute. Hence, the petition stands disposed in accordance with the Consent Terms (“X”).

7. The undertakings given in the Consent Terms are accepted as the undertakings to the Court.

[N. J. JAMADAR, J.]