

R.M. AMBERKAR
(Private Secretary)

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

WRIT PETITION NO. 15874 OF 2023

Atlas Copco India Ltd

.. Petitioner

Versus

Madhukar Maruti Talekar

.. Respondent

-
- Mr. Gaurav S. Gawande for Petitioner
 - Mr. Saurabh Mahadik for Respondent
-

CORAM : MILIND N. JADHAV, J.

DATE : DECEMBER 19, 2023

P.C.:

- 1.** Heard learned Advocates appearing for parties.
- 2.** Both learned Advocates would submit that parties have reconciled their disputes and differences amongst themselves and tendered Consent Terms dated 19.12.2023 signed by Petitioner, Respondent as well as their respective Advocates. Parties have confirmed the execution of the Consent Terms and inform the Court that they shall abide by its contents.
- 3.** I have perused the Consent Terms and on reading the same, it is seen that there can be no impediment in taking the said Consent Terms on record for disposal of the present proceedings. The Consent Terms are running into 2 pages. They are taken on record and marked “X” for identification. For the purpose of reference and convenience, Consent Terms are scanned and reproduced below:-

Coram : Milind N. Jadhav, J.
Date : 13/12/2023

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
WRIT PETITION NO. 15874 OF 2023

DISTRICT: - PUNE

Atlas Copco India Ltd.

....Petitioner

Vs.

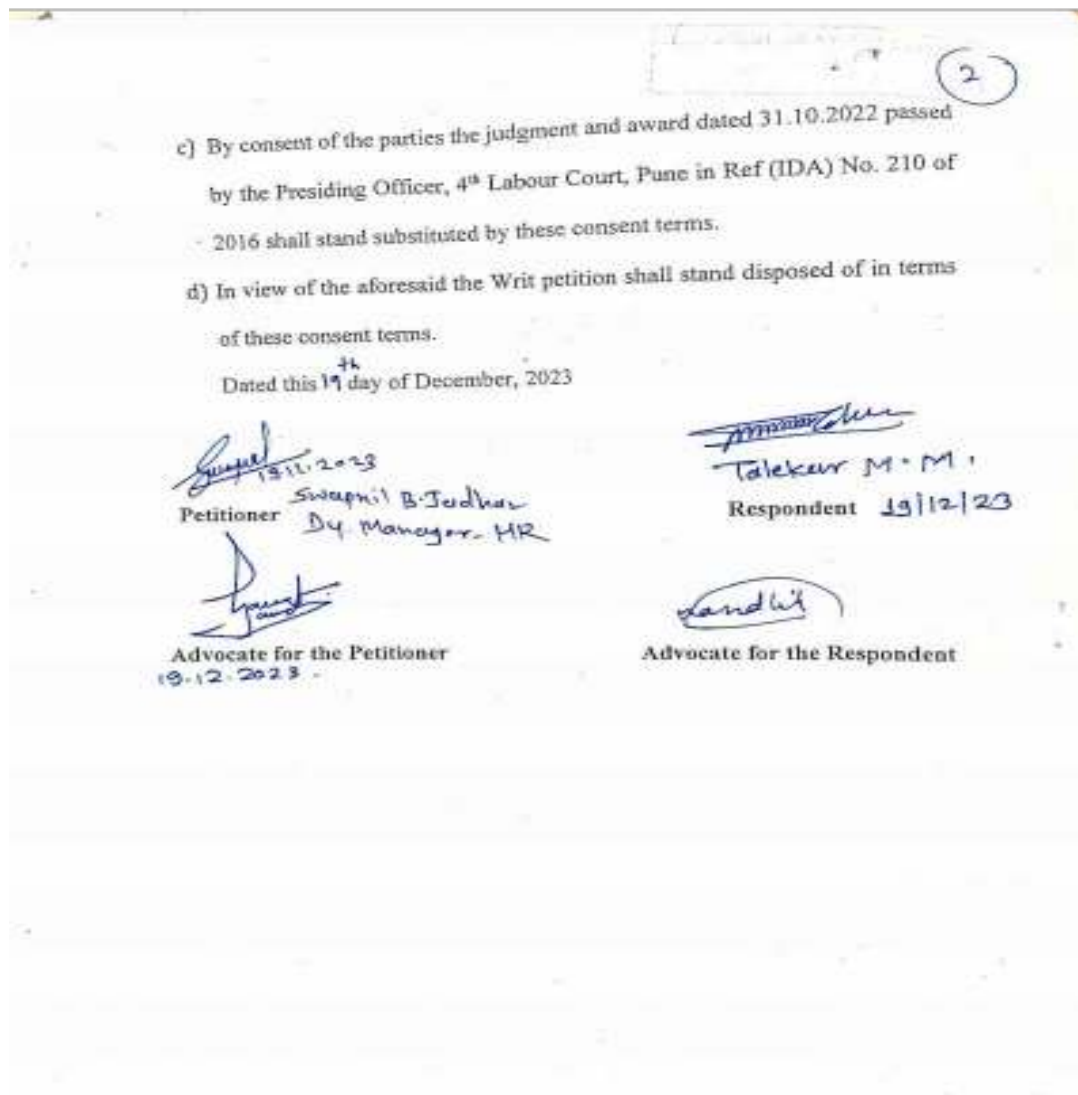
Smt. Madhukar Maruti Talekar

....Respondent

CONSENT TERMS

The parties here in have amicably settled the dispute on the following terms:

- a) The Petitioner herein agrees and undertakes to pay the Respondent a sum of Rs.16,00,000/- (Rupees Sixteen Lacs only) towards full and final settlement of all the claims against the Petitioner Company in two installments. The first installment of Rs.7,50,000/- (Rupees Seven Lac Fifty Thousand Only) is to be paid on the date of presentation and acceptance of these consent terms by the Hon'ble High Court. The second installment of Rs. 8,50,000/- (Rupees Eight Lac Fifty Thousand Only) shall be paid on or before 15.04.2024.
- b) The Respondent agrees and undertakes that except the aforesaid amount of Rs.16,00,000/- (Rupees Sixteen Lacs only), which will be paid in two installments, the Respondent has no claim of whatsoever nature against Petitioner Company and all his claims including the claim of reinstatement, backwages, continuity of service, gratuity, bonus and any other claim of whatsoever nature shall stand fully and finally satisfied.



4. The obligations and undertakings recorded in the Consent Terms are accepted as undertaking given to this Court and the parties undertake to abide by the same.

5. Respondent is present in person and agrees to the amounts as stated in paragraph Nos. 1 and 2 to be received by him in installments as agreed upon between the parties. Mr. Swapnil B.

Jadhav, Dy. Manager (HR) is present before me on behalf of Petitioner Company and he gives undertaking that Petitioner Company shall abide by the undertaking given by Petitioner Company regarding payment.

6. Considering that the second installment shall be paid in April 2024, liberty is granted to the parties to move this Court in the event if the said installment is not paid.

7. The Award dated 31.10.2022 passed by the learned Labour Court in Reference (IDA) No. 210/2016 shall stand substituted by the present Consent Terms between the parties and shall come into effect only after receipt of the second installment in April 2024 by the Respondent.

8. Order in terms of the Consent Terms.

9. Writ Petition is disposed.

10. Parties to act on an authenticated copy of this order.

Amberkar

RAVINDRA
MOHAN
AMBERKAR
Digitally
signed by
RAVINDRA
MOHAN
AMBERKAR
Date:
2023.12.25
13:41:39
+0530

[MILIND N. JADHAV, J.]