

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
WRIT PETITION NO.2748 OF 2021**

Ailsinghani Logistics (Prop. Ailsinghani
Transport Pvt. Ltd.)

... Petitioner

versus

Bhriguprakash J. Mishra c/o Maharashtra
Employees Union

... Respondent

WITH
INTERIM APPLICATION NO.1496 OF 2021
WITH
INTERIM APPLICATION NO.2074 OF 2021

Mr. Deepak P. Jamsandekar, for Petitioner.

Ms. Seema K. Chopda for Respondent.

Mr. Tikam Rewachand Kotwani, authorized representative of the Petitioner present

Mr. Bhriguprakash J. Mishra, Respondent present.

CORAM: N.J.JAMADAR, J.

DATE : 10 MARCH 2023

P.C.

1. Heard the learned Counsel for the parties.
2. The learned Counsel for the parties submit that the parties have amicably resolved the dispute and Consent Terms have been executed. Mr. Tikam Kotwani, Authorized Representative of the Petitioner and Mr. Bhriguprakash J. Mishra, Respondent are present before the Court. They admit the contents of the Consent Terms and the execution thereof. The Respondent upon being specifically enquired, states that he is agreeable to receive a sum of Rs.10 Lakhs in full and final settlement of his claim.

3. It appears that the Consent Terms has been executed voluntarily and there is no coercion or duress. Hence, the Consent Terms are taken on record and marked 'X'.

4. Para 1 to 4 of the Consent Terms read thus :

"1. The Petitioner Company has agreed to pay to the Respondent workman in the aforesaid proceedings, a total amount of Rs.10,00,000/- (Rupees Ten Lakhs only) in full and final settlement of all his dues, rights and claims of whatsoever nature and the said Respondent Mr. Bhriguprakash J. Mishra agrees to accept the said amount of Rs.10,00,000/- (Rupees Ten Lakhs only) in full and final settlement of his dues, rights and claim of reinstatement with continuity of service with back wages arising out of the aforesaid proceedings including the earned salary, Bonus, Gratuity, Leave pay and Ex-gratia, if any.

2. That at the time of admission of the Petition, the Hon'ble Court vide its order dated 18.02.2021 was pleased to direct the Petitioner to deposit the entire back wages from the date of alleged termination i.e. 29.07.2016 till the date of Award i.e. 15.02.2021, which is @ 18,200/- per month, as awarded by the Ld. 1st Labour Court, at Thane. Accordingly, the Petitioner Company deposited an amount of Rs.7,56,512/- on April 21 in the registry of the Hon'ble High Court. The parties hereby agree to allow the Respondent workman to withdraw the said amount along with accrued interest, if any, in pursuance of the present consent terms by way of part payment.

3. The Petitioner Company further agrees to pay balance amount i.e. (Rs.10,00,000/- minus amount received from the Registry of High Court) vide a DD drawn in favour of the Respondent workman on or before 20.03.2023. It is further agreed that on receipt of this amount of Rs.Ten Lakhs (Rupees Ten Lakhs) the Respondent shall have no dues, rights and claims outstanding including claim of reinstatement against M/s. Ailsinghani Logistics (Prop. : Ailsinghani Transport Pvt. Ltd.)

4. The parties also undertake not to initiate or pursue any matter of proceedings before against each other any Court of Law or Authority.”

5. In view of the above, the Petition stands disposed in accordance with the Consent Terms ‘X’.

6. The amount of Rs.7,56,512/- deposited by the Petitioner pursuant to an order of the Court dated 18 February 2021 be paid to the Respondent along with interest accrued thereon.

7. The learned Counsel for the Petitioner, on instructions, states that the Petitioner would pay the balance amount to the Respondent within two weeks of being intimated by the Advocate for the Respondent about the amount which is paid to the Respondent by the Registry of this Court.

8. The statement is accepted.

9. Subject to the payment of the aforesaid amount within the said period to make up the total amount of Rs.10 Lakhs, the Petition stands disposed.

10. No costs.

11. In view of the disposal of the Petition, Interim Applications do not survive and the same stand disposed.

(N.J.JAMADAR, J.)