

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

WRIT PETITION NO. 4832 OF 2023

Ashok D. Padwalkar

Petitioner / Org. Second
.. Party / Workmen

Versus

M/s. Permaweld Pvt. Ltd.

Respondent /
.. Orig. First Party

-
- Dr. Brinda Gurbuxani a/w. Mr. Amrendra Sinha, Advocates for Petitioner.
 - Mr. Rahul Nerlekar, Advocate for Respondent.
-

CORAM : MILIND N. JADHAV, J.

DATE : SEPTEMBER 11, 2023.

P.C.:

1. Heard Mr. Gurbuxani, learned Advocate for Petitioner and Mr. Nerlekar, learned Advocate for Respondent.

2. Parties have reconciled their disputes and filed Consent Terms. Today, Consent Terms dated 11.09.2023 executed between the Petitioner and Respondent are filed in Court and the same are taken on record and marked “X” for identification. Consent Terms are signed by Petitioner; Respondent; Advocate for Petitioner and Advocate for Respondent. Parties are present before me and confirm execution of Consent Terms.

3. Consent Terms are running into 2 pages. For convenience,

Consent Terms are scanned and reproduced below for reference:-

Coram : Milind N. Jadhav, J.
Date : 11/09/2023

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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
WRIT PETITION NO. 4832 OF 2023

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Ashok D PadwalkarPetitioner

Versus

Permaweld Pvt. Ltd.Respondent

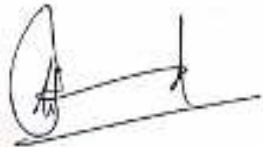
Mr. Amrendra Sinha Advocate for the Petitioner
Mr. Rahul Nerlekar Advocate for the Respondent

CORAM: HON'BLE MR. JUSTICE MILIND JADHAV
DATED: 11th SEPT 2023,

CONSENT TERMS

The Petitioner abovenamed has settled all his disputes and differences mutually and amicably with the Respondent Company on the following terms & conditions:

1. The Petitioner had raised an Industrial Dispute alleging termination of service and the same was referred to Ld Labour Court at Mumbai being Ref (IDA) No 219 of 2016. The said Reference was rejected by an Award Dt 4-5-2022 ; which Award is impugned in the present Petition.

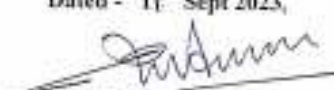


2. The Petitioner has in the mean time approached the Respondent Company for an amicable monetary settlement in in Full and Final Settlement of all his dues in respect of his employment. 2

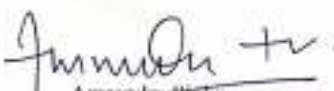
3. The Respondent Company, without prejudice to its contentions and with a sole view to put an end to litigation, has agreed to pay to the Petitioner in the aforesaid proceeding a sum of total amount of Rs. 3,50,000/- by Demand Draft No. 000364 ; Dated 23-8-2023 drawn on HDFC Bank in favour of the Petitioner and the Petitioner has agreed to accept the said amount in Full And Final Settlement of all his dues, rights and claims of reinstatement with continuity of services with back wages arising out of the present proceeding including the earned wages, bonus, gratuity, leave wages, including provident fund and Ex-gratia or any other claim arising out of his employment. The EPF papers of the Petitioner will be forwarded to the EPF Authority expeditiously.

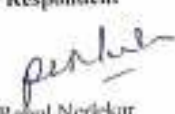
4. It is humbly prayed that the present Petition may kindly be disposed of in view of the Consent Terms as the matter has been mutually and amicably settled between the Petitioner and Respondent Company.

Mumbai
Dated - 11th Sept 2023,


Ashok D. Padwalkar
Petitioner


Uday Pasricha (MD)
For Respondent


Amrendra Singh
(Advocate for Petitioner)


Rahul Nerikar
(Advocate for Respondent)

11.09.2023

4. The obligations and undertakings given in the Consent Terms are accepted as undertaking given to this Court.

- 5.** Demand Draft of Rs.3,50,000/- is handed over to the Petitioner himself who is present in Court.
- 6.** Order in terms of Consent Terms.
- 7.** In view of the above, Writ Petition is disposed.

[MILIND N. JADHAV, J.]

Ajay