

R.M. AMBERKAR
(Private Secretary)

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

WRIT PETITION NO. 8751 OF 2015

Vijaymala Kumar Dhulasawant

.. Petitioner

Versus

The Mahaveer Co-op Bank Ltd., Kolhapur
(after amalgamation)

The Shamrao Vithal Co-op. Bank Ltd., Mumbai. .. Respondent

-
- Mr. Tejpal S. Ingale for Petitioner
 - Mr. D.J. Bhanage for Respondent

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

DATE : DECEMBER 12, 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 12.12.2023 signed by Petitioner, Respondent Bank 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 3 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: 12/12/2023

IN THE HIGH COURT OF JUDICATURE
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CIVIL APPELLATE JURISDICTION
WRIT PETITION NO. 8751 OF 2015

DISTRICT : KOLHAPUR

Sou. Vijaymafa Kumar Dhulasawant ..Petitioner
Versus
The Shamrao Vithal Co-op.
Bank Ltd ..Respondent

CONSENT TERMS

1) As a full and final settlement of all the claims of the Petitioner, the Respondent Bank shall pay a consolidated all inclusive amount of Rs.5,00,000/- (Rupees Five Lacs only) which includes all the claims which the Petitioner might have towards her service with the Mahavir Co-operative Bank and might claim against this Respondent Bank under order dated 18/10/2014 of the learned Labour Court, Kolhapur including Gratuity and Retirement Benefits, if any within two weeks from this Order.

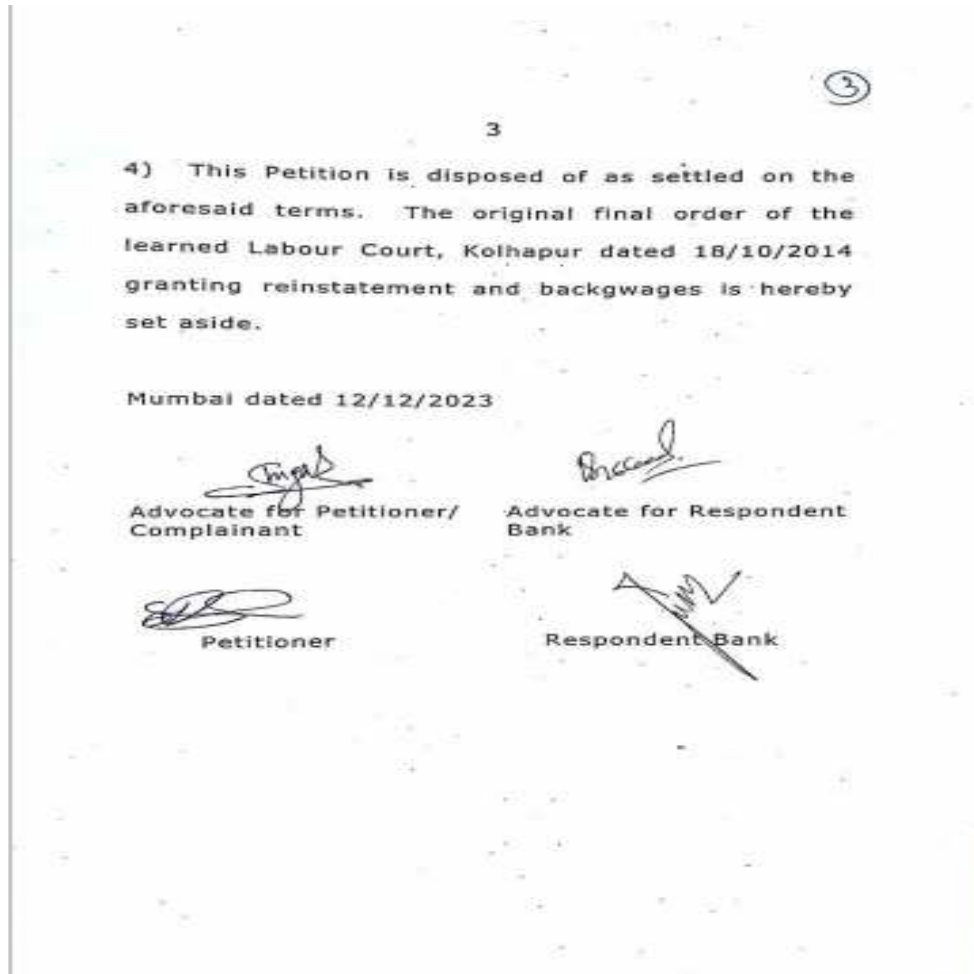
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The Petitioner shall furnish her Bank account details for transfer of this amount.

2) For her claim towards Provident Fund accumulations upto the date of her termination in respect of her service with erstwhile Mahavir Co-operative Bank the Petitioner will approach the P.F. Department at Kolhapur for settlement of P.F. Claims and the respondent shall process her application as per rules.

3) The payment by Respondent Bank under this consent terms shall not be deemed to mean that the Respondent Bank has taken over or paid any liability of the erstwhile Mahavir Co-operative Bank and the Petitioner shall not claim any further amount either on this plea or otherwise. If the Petitioner has already initiated any complaint or dispute or proceeding under this plea the same stands hereby withdrawn and the Petitioner has no cause of action whatsoever against the Respondent Bank.



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. Order in terms of the Consent Terms.

6. In view of the Consent Terms, present Writ Petition is disposed of.

Amberkar

[MILIND N. JADHAV, J.]