

*R.M. AMBERKAR*  
(Private Secretary)

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

**WRIT PETITION NO. 13016 OF 2019**  
**WITH**  
**INTERIM APPLICATION NO. 2466 OF 2023**

Phoenix Appliance Pvt Ltd

.. Petitioner

**Versus**

Raju Hari Marsale

.. Respondent

- .....
- Mr. Vishal Kanade a/w Mr. Yash Ghadigaonkar, Mr. Saurabh Nagarsheth and Ms. Swati Kapadia i/by Gaonkar & Co for Petitioner
  - Mr. Chandrakant G. Jadhav a/w Mr. Sunil V. Patil for Respondent No. 1
  - Mr. Raju H. Marsale, Respondent in Person
- .....

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

**DATE : SEPTEMBER 05, 2023**

**P.C.:**

**1.** Heard learned Advocates appearing for the parties. After hearing and deliberating on the pleadings, learned Advocates appearing for the parties have tendered Consent Terms dated 05.09.2023. The Consent Terms are signed by Petitioner, Respondent as well as their respective Advocates. Petitioner is present before me. He confirms execution of the Consent Terms and states that he shall abide by the undertakings and obligations given in the Consent Terms. Respondent is also present before me and he also confirms execution of the Consent Terms and terms stated in the Consent Terms which have been explained to him by his Advocate in Marathi.

2. Consent Terms are running into 4 pages. For convenience, Consent Terms are scanned and reproduced below for reference:-

"X" *Mr. Jamadar* 05/9/2023.

IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
CIVIL APPELLATE JURISDICTION  
WRIT PETITION NO.130162 OF 2019

PHOENIX APPLIANCE PRIVATE LIMITED  
... Petitioner (First Party Employer)  
Versus  
SHRI RAJU HARI MARSALE  
... Respondent (Second Party Workmen)

CONSENT TERMS

1. The parties herein agree and submit to the Consent Terms filed on 05/09/2023 in this Hon'ble High Court.
2. The Petitioner (First Party Employer) have as per the order dated 24/04/2023 passed by His Lordship Mr. Justice N. J. Jamadar have issued the cheque no. 000649 dated 04/05/2023 drawn on Bank of Baroda, Vashind Branch for the sum of Rs.2,15,622/- (Rupees Two Lakhs Fifteen Thousand Six Hundred Twenty Two only) in the name of Shri Raju Hari Marsale the Respondent (Second Party Workmen). The original cheque is lying in the custody of Respondent. The said cheque has been returned now, by Respondent (Second Party

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Workmen) Shri Raju Marsale, and the same has been acknowledged by the Petitioner (First Party Employer).

3. Both Phoenix Appliance Private Limited the Petitioner (First Party Employer) and Shri Raju Hari Marsale the Respondent (Second Party Workmen) by consent for disposal of :
  - i) the present Writ Petition
  - ii) Interim Application No.2466 of 2023
  - iii) ULP No. 197 of 2019

In the following manner.

4. Shri Raju Hari Marsale the Respondent (Second Party Workmen) has agreed to accept total sum of Rs.4,00,000/- (Rupees Four Lakhs only) towards full and final settlement of all the dues payable by the Petitioner (First Party Employer) towards his claim by way of wages, gratuity, bonus, leave-wages, damages, and any other dues under whatever head contemplated under the provisions of Industrial Disputes Act, 1947, and any other Acts. The cheque of Rs.4,00,000/- (Rupees Four Lakhs only) will be handed over to Respondent (Second Party Workmen) Shri Raju Marsale with two weeks from today

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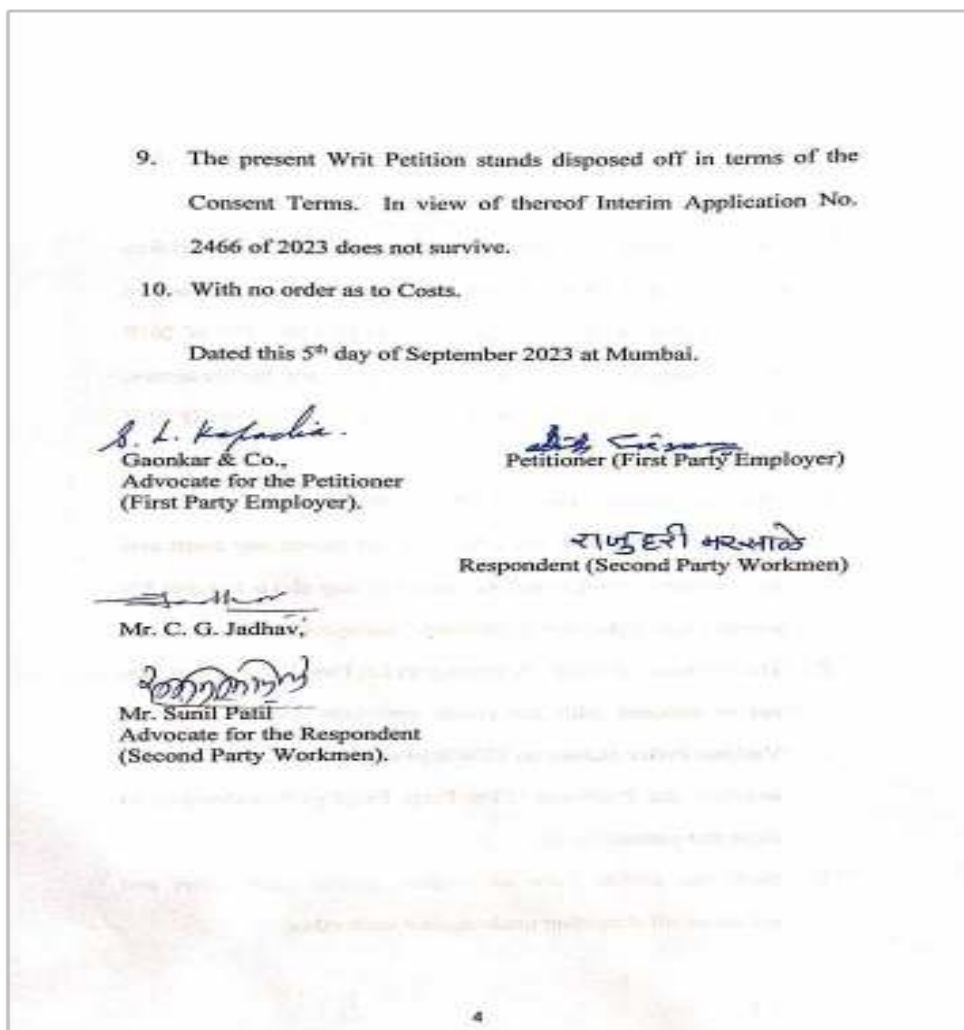
or to his Advocate. It is agreed that the Phoenix Appliance Pvt. Ltd. stand closed on 14/08/2020.

5. The Respondent (Second Party Workmen) agrees, undertakes and hereby unconditionally withdraw the complaint filed before the 3<sup>rd</sup> Labour Court at Thane being (ULP) No. 197 of 2019 unconditionally as settle between the parties; and further agrees, undertakes and hereby withdraw any other complaint if filed before any other Labour Court.
6. The Respondent (Second Party Workmen) agrees and undertakes not to file any other disputes before any court and any Labour Commissioner in respect of any claim towards his services with Petitioner (First Party Employer).
7. The Petitioner (First Party Employer) i.e. First Party undertakes not to proceed with the police complaint lodged with the Vashind Police station on 12/4/2014 and in the event the police inquires; the Petitioner (First Party Employer) undertakes to close the matter.
8. Both the parties have no claims against each other and withdraw all allegation made against each other.

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

4. Order in terms of the Consent Terms.

5. In view of the Consent Terms, present Writ Petition as well as Interim Application No. 2466 of 2023 are disposed of.

**6.** Parties are directed to file an authenticated copy of this order once it is uploaded on the website of the Bombay High Court for seeking withdrawal of Complaint (ULP) No. 197 of 2019 in accordance with law.

Amberkar

RAVINDRA  
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by RAVINDRA  
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[ MILIND N. JADHAV, J. ]