

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD**

**92 CONT. PETITION NO. 498 OF 2022
IN WP/11655/2021**

ALI HAIDER KHAN AJMAL KHAN

VERSUS

EDUCATION OFFICER SECONDARY AND OTHERS

Advocate for the Petitioner : Ms. Nayana Patil h/f. Mr. S.P. Mahajan
AGP for Respondent No. 1: Mr. M.M. Nerlikar
Advocate for Respondent No. 2 : Mr. Krishna Rodge
Advocate for Respondent No. 3 : Mr. Shaikh Naseem R.

**CORAM : MANGESH S. PATIL &
SHAILESH P. BRAHME, JJ.**
DATE : 08 JANUARY 2024

PER COURT :

Heard both the sides.

2. In Writ Petition No. 11655 of 2021, this Court had passed following order on 08 March 2022 :

“1. Petitioner and respondent no. 4 have filed compromise deed before this Court on 21.02.2022. The State Government is not party to the said compromise deed.

2. Mr. Bachate, the learned counsel for respondent nos.4 and 5 submits that from the date of reinstatement of the petitioner on 04.10.2021 till the petitioner takes voluntary retirement in terms of the compromise deed, dues payable to the petitioner will have to be borne by the State Government. He states that his client would submit salary bills to the State Government for reimbursement. Statement is accepted. The state Government is directed to consider the said pay bills in accordance with the law and shall release the payment, if any,

payable within eight weeks from the date of the respondent nos. 4 and 5 submitting pay bills.

3. In so far as the payment demanded by the petitioner from the date of termination i.e. 01.06.2021 till the date of reinstatement i.e. 04.10.2021 is concerned, the petitioner and respondent no. 4 would abide by the compromise deed and the other terms as may be agreed between the parties after disposal of this petition.

4. Writ Petition is disposed off in aforesaid terms. There shall be no order as to costs.”

3. The petitioner has been alleging about non compliance of the aforementioned directions.

4. The affidavit-in-reply in paragraph nos. 5 to 8 read as under:

“5. Petitioner further prays salary dues from dated 1/6/2021 till the date of reinstatement i.e. 4/10/2021, which was already tendered by the Answering Respondent to the competent authority.

6. Furthermore answering Respondent had complies all the conditions as per compromise decree and also forwarded pension proposal to the competent authority on 5/5/2022.

7. Answering Respondent was appointed on the post of Head Master, of Respondent no. 3 school on dated 10/5/2022, hence Answering Respondent had tried to comply the Order of the Hon’ble High Court & compromise decree to the best of his ability. Answering Respondent had utmost regard towards the majesty of the court and never intend to disobey the direction of law, furthermore Answering Respondent

undertake to follow the order of the Court of law with utmost respect and diligent.

8. Hence, Present contempt proceeding is filed without any substance and merits & the alleged contempt is misconceived. Hence, present contempt proceeding deserves to be dismissed.”

5. It is *ex-facie* apparent that though the matter was compromised between the Management on the one hand and the petitioner its employee, by virtue of paragraph no. 3, the only direction that was to be complied with was regarding payment of arrears in respect of the suspension period. As mentioned in the affidavit-in-reply, the respondents have already paid the amount for the suspension period.

6. Though the petitioner has filed a rejoinder, apparently this grievance is about non payment of salary for the further period after he was reinstated which was not the subject matter of the directions issued in the Writ Petition, disobedience of which is being alleged.

7. Needless to state that if at all the petitioner has not been paid salary for the period post reinstatement, that would be a subject matter of an independent litigation.

8. Nothing survives. Petition is disposed of.

[SHAILESH P. BRAHME, J.]

[MANGESH S. PATIL, J.]