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917 WP-12089-2024

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD

917 WRIT PETITION NO. 12089 OF 2024

Secretary Vidya Prasarini Sabha Purna And Another

VERSUS

Education Officer Secondary Zilla Parishad Parbhani And Another

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Mr. Vivek J. Dhage and Mr. D. A. Karnik, Advocates for the Petitioners.

Mr. Shivaji Ghatol Patil for Respondent No.2.

Smt. D. S. Jape, AGP for Respondent-State.

CORAM : KISHORE C. SANT, J.

DATE : 12th DECEMBER 2024

PC :-

1. Heard the learned Advocate for the parties.
2. The petitioners and respondent No.2 have arrived at a compromise. In view of the compromise, the respondent No.2 has given up a claim of back wages from the management. Further it is agreed that the Respondent No.2 will be reinstated as Assistant Teacher with continuity of service in view of clause (2) of the order passed by the School Tribunal dated 2nd July 2024. The learned AGP has objection to clause III to the extent that the employee has reserved his rights to claim

the amount of back wages from the Government. Clause III reads as under:-

“(III) The respondent No.2 employee hereby agreed that, he has waived the back wages and he will not claim all back wages in terms of clause 4 of the judgment and order dated 02.07.2024, passed by the learned Presiding Officer, School Tribunal passed in Appeal No.38/2023 from petitioner management and school. However, it is agreed between parties that, the respondent No.2 is at liberty to claim the back wages, arrears of salary and allowances etc. from the Government.”

3. The objection is raised even clause (IV) which reads as under:

“(IV) The petitioners are hereby agreed that, they will reinstate the respondent No.2 on the post of Assistant Teacher with continuity of service and will maintain the clause (2) of the order of school Tribunal dated 02.07.2024, thereby setting aside the order of termination dated 01.08.2022 at the hands of petitioners and reinstate the respondent No.2 forthwith on submission of this compromise pursis.”

4. There is also an affidavit filed by respondent No.1. The objection in clause IV is that the Respondent No.2 was earlier working on the post which was not granted by virtue of this clause. Now, he would be reinstated on the post receiving grant from the Government. The learned AGP thus submits that by entering into such compromise in fact Government is put to loss and when Government is not a party.

5. Since the compromise is only between petitioners and respondent No.2, this Court finds that compromise can be accepted. However, with

condition that the respondent No.2 shall not claim to the back wages or arrears of salary allowances etc. even from the Government.

6. So far as reinstatement is concerned, learned Advocate for Respondent No.2 points out that by communication dated 20th August 2024, the Education Officer (Secondary) Zilla Parishad, Parbhani, has already directed the management to comply with the order dated 2nd July 2024 passed by the learned School Tribunal, Latur.

7. In view of the same, only last line from compromise clause III be deleted.

8. So far as clause IV is concerned, parties to act in accordance with law.

9. With this, compromise is accepted. Subject to above, Writ Petition No. 12089 of 2024 and Writ Petition 11646 of 2021 stand disposed off.

10. The employee has accepted to withdraw the Writ Petition No.11646 of 2021 in terms of compromise.

[KISHORE C. SANT, J.]