

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION**

WRIT PETITION NO.1478 OF 2024

Atlas Copco (India) Limited

...Petitioner

V/s.

Prakash Govind Sane

...Respondents

**WITH
WRIT PETITION NO. 2650 OF 2013**

Association of Engineering Workers

...Petitioners

V/s.

Atlas Copco (India) Limited

...Respondent

**WITH
NOTICE OF MOTION NO. 321 OF 2016
IN
WITH
WRIT PETITION NO. 2650 OF 2013**

Association of Engineering Workers

...Applicant

In the matter between :

Association of Engineering Workers & Anr.

...Petitioners

V/s.

Atlas Copco (India) Limited
(formerly known as Consolidated Pneumatic Ltd.
Chicago Pneumatic India Ltd.)

...Respondent

Mr. Kiran Bapat, Senior Advocate a/w Mr. Gaurav S. Gawande and Mr. P.C. Pavaskar for Petitioner in WP 1478 of 2024 and for Respondent in WP 2650 of 2013.

Mr. Bhavesh Parmar a/w Mr. Rajesh Sahani and Mr. Vivekanand Akshali i/by Mr. Santosh P. Shetye for Petitioner in WP 2650 of 2013.

Mr. Bhavesh Parmar a/w Mr. Rajesh Sahani, Mr. Vivekanand Akshali, and Reshma Nair i/by Mr. Devmani Shukla for Respondent in WP 1478 of 2024.

Mr. Prakash Govind Sane, for Respondent in WP No.1478 of 2024 present in Court.

Mr. Pallavi Pande, H.R. Manager of Petitioner in WP No.1478 of 2024 and Respondent in WP 2650 of 2013.

CORAM : MADHAV J. JAMDAR, J.

DATE : 31st July 2024

PC.:

1. The Writ Petition No. 1478 of 2024 is filed by Atlas Copco (India) Limited i.e. the Company for whom Mr. Kiran Bapat, learned Senior Counsel appears and in the said Writ Petition, Mr. Parmar, learned Counsel appears for the Respondent-Prakash Govind Sane. In Writ Petition No. 2650 of 2013, Mr. Parmar, learned Counsel appears for the Petitioner. In said Writ Petition No.2650 of 2013, Petitioner No. 1 is Association of Engineering Workers and the Petitioner No.2 is Mr. Prakash Govind Sane. In said Writ Petition No.2650 of 2013, the Respondent No.1 is the Company for whom Mr. Bapat, learned Senior Counsel appears.

2. Mr. Kiran Bapat, learned Senior Counsel and Mr. Bhavesh Parmar, learned Counsel appearing for the respective parties state that the dispute between the parties is settled. Both of them tendered the Consent Terms.

3. The Consent Terms are signed by Ms. Pallavi Pande, H.R. Manager of the Petitioner-Company, in Writ Petition No.2650 of 2013. The Company is also the Respondent No.1 in Writ Petition No.2650 of 2013. The Consent Terms are also signed by the Respondent – Prakash Govind Sane in Writ Petition 1478 of 2024, who is the Petitioner No.2 in Writ Petition No.2650 of 2013.

4. Mr. Parmar, learned Counsel appearing for the Petitioner in Writ Petition No.2650 of 2013 states that the said Writ Petition has been filed by the Union and said Mr. Prakash Sane for the benefit of Petitioner No.2- Prakash Sane.

5. Both Ms. Pallavi Pande, H.R. Manager of the Company and Mr. Prakash Sane are personally present in Court. They state that the dispute is settled between the parties in terms of the Consent Terms. They state that the Consent Terms are signed by both of them. Their signatures on the Consent Terms are identified by the respective Advocates. Learned Senior Counsel appearing for the Company states that Ms. Pallavi Pande, H.R. Manager is authorised to execute the Consent Terms.

6. Accordingly, the Consent Terms are taken on record and marked “X” for identification. The Consent Terms reads as under:

MINUTES OF ORDER / CONSENT TERMS

“1. Parties to the above matter have amicably settled the matter and to record the terms and conditions agreed upon, the present documents is being executed.

2. EPIROC Mining India Ltd. (earlier known as Atlas Copco (India) Ltd., the petitioner in Writ Petition No. 1478 of 2024 and respondent in Writ Petition No.2650 of 2013 shall make payment of an amount of Rs. 11,00,000/- (Rupees Eleven Lakhs Only) on or upon execution of the present documents vide DD/Pay Order in the name of worker i.e. Prakash Govind Sane having PAN Card No. AUCPS7924H and Aadhar No.794660187738 and who is named as respondent in Writ Petition No. 1478 of 2024 and Petitioner No. 2 in Writ Petition No. 2650 of 2013. Over and above the aforesaid amount the worker i.e. Prakash Govind Sane shall be entitled to receive the entire amount deposited before various Hon'ble Courts including this Hon'ble Court in Writ Petition No. 2650 OF 2013 or earlier proceedings and that while receiving the said amount the worker i.e. Prakash Govind Sane shall also be entitled to receive the accumulated interest, if any, upon the same till its actual payment and for the said purpose the above named company / employer shall have no objection and this document shall be treated as consent for release of such payment.

3. The above payment to be received by the worker as mentioned in para 2 above shall be treated as Ex-Gratia payment by the company / employer and the Ex-Gratia payment shall be treated as payment spread over w.e.f. 12.11.1986 till date equally on monthly basis. Any compliance related to income tax shall be made by the worker and any liability arising out of the receipt of amounts as mentioned above shall be exclusively dealt with by the worker and shall not be foisted upon the company / employer. Needless to say that if any help or assistance is required from the company / employer by the worker in submission of any information / documents to the Income Tax authorities the same shall be extended by the company / employer.

4. Upon receipt of the aforesaid amount by the worker as mentioned in para 2 above no further claim of any nature

whatsoever shall be made by the worker against the company / employer and vice –a-versa. It is however clarified that over and above the aforesaid amounts the worker will be entitled to receive from the company / employer his pension on monthly basis as applicable.

5. In view of the amicable settlement between the parties, the parties express their gratitude for the indulgence shown by the Hon'ble Court with request that both the above matter be disposed off finally while accepting the present document by treating the statement made herein as undertaking given to this Hon'ble Court and also giving liberty to the parties to apply in case there arises any difficulty in implementing the present documents.”

7. Ms. Pallavi Pande, H.R. Manager of the Petitioner-Company who is present in Court states that an amount of Rs.11,00,000/-, which is mentioned in Clause No.2 of Consent Terms will be deposited in the account of the Respondent-Prakash Govind Sane on or before 3rd August 2024. The said statement made on behalf of the Petitioner-Company in the Court by Ms. Pallavi Pande, H.R. Manager of the Petitioner-Company is accepted as an undertaking given to this Court.

8. Accordingly, both the Writ Petitions are disposed of in terms of the Consent Terms as above.

9. In view of disposal of the Writ Petitions, nothing survives in the Notice of Motion, and the same is also disposed of.

(MADHAV J. JAMDAR, J.)