



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

WRIT PETITION NO. 7800 OF 2024

SHAIKH YASIN SHAIKH HUSEN
VERSUS
SITABAI BHARAT UDAR AND OTHERS

...
Advocate for Petitioner : Mr. Amit A. Yadkikar and
Mr. Akshay D Kulkarni
Advocate for Respondents No.1 to 3 : Ms. Tanvi V. Jadhav
...

CORAM : ROHIT W. JOSHI, J.

DATE : 11-08-2025

PER COURT:-

1. Present petition takes an exception to the order dated 14.06.2024 passed by the learned Civil Judge Senior Division, Ambajogai, District Beed, on application at Exhibit-21 in Special Darkhast No.8 of 2019.

2. The respondents had filed a claim against the present petitioner before the learned Commissioner, Employees Compensation and Civil Judge Senior Division, Ambajogai, seeking compensation on account of demise of one Bharat Maruti Udar being W.M.C.No.2 of 2014. The learned Commissioner allowed the matter vide judgment dated 16.04.2019. The respondents filed Special Execution Petition No.8 of 2019 for execution of the said judgment and award dated 16.04.2019 passed by the learned Commissioner, Employees Compensation. In this proceeding, the petitioner filed an application vide Exhibit-21, *inter alia*, claiming that the entire claim was settled amicably between the parties

against payment of sum of Rs.6 Lakh. It is claimed that Rs.2,60,000/- was paid by cheque and further amount of Rs.2,60,000/- was paid in cash on 17.01.2020 when the parties entered in the agreement. It is claimed that prior to the said date, a sum of Rs.10,000/- was paid for meeting funeral expenses immediately on sad demise of said Bharat and a sum of Rs.70,000/- was paid thereafter on 07.09.2012. The learned Executing Court has rejected the said application vide order dated 14.06.2024, placing reliance on Order XXI, Rules 1 and 2 of the Code of Civil Procedure (for short, "C.P.C.") which provides for manner in which out of Court settlement is to be recorded by the Executing Court. It is observed that said provision is not followed and, therefore, contention raised by the petitioner cannot be accepted.

3. Learned Advocate for the petitioner contends that the learned Executing Court has failed to consider provision under Order XXI, Rule 3 of the C.P.C. He further contends that the stipulations contemplated under the said provision were observed scrupulously in the agreement and, therefore, agreement should be accepted as full and final settlement of the claim of the petitioner.

4. Per contra, the learned Advocate for the respondents has placed reliance on Sections 28 and 29 of the Employees' Compensation Act, 1923, to contend that in the agreement of

settlement out of Court, before or after the award by the learned Commissioner, Employees Compensation has to be compulsorily registered, if the claimant is women or person under legal disability. She further states that the memorandum of settlement is required to be sent to the Commissioner, who in turn must arrive at satisfaction, as regards genuineness of the settlement and reasonableness of amount before registering it.

5. The provision also contemplates that the learned Commissioner may refuse to register memorandum if the amount for which the claim settled is not just and proper according to him, having regard to the facts and circumstances of the case. The effect of non-registration of agreement is provided under Section 29 which states that if the agreement is not registered as provided under Section 28, then the employer is liable to pay entire amount as per the award.

6. Admittedly, the alleged agreement between the parties on which the petitioner has placed reliance is not registered by following mandate of Section 28. Consequently, in view of Section 29, the agreement cannot be relied upon. In view of the above, no case for interference is made out. Writ petition is dismissed.

**[ROHIT W. JOSHI]
JUDGE**