

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

WRIT PETITION NO. 6268 OF 2024

The Bombay Dyeing & Manufacturing
Co. Ltd. (Polyester Plant) ...Petitioner

Versus

The Grocery Markets And Shops Board
For Greater Mumbai, Thane & Raigad
Districts & Ors. ...Respondents

Mr. Avinash Jalisatgi a/w Mr. T.R. Yadav, Ms. Divya Wadekar,
Advocate for the Petitioner.

Mr. Rahul Oak, Advocate for Respondent No.1.

Mr. Rajesh Kamble i/by Mr. Sanjay Shinde, Advocate for
Respondent No.2.

Mr. B.V. Samant, Addl. G.P. a/w Mr. K.S. Thorat, 'B' Panel Counsel,
Ms. Nisha Mehra, AGP for Respondent No.3/State.

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**CORAM : RAVINDRA V. GHUGE
&
ASHWIN D. BHOBE, JJ.**

DATE : 8th MAY, 2025

P.C. :-

1. The Petitioner and the Union have arrived at a Memorandum of Understanding (MoU) on 29th April, 2025. A copy of the MoU (6 Pages) along with the communication to the Chairman of the Board dated 30th April, 2025, is placed on record. A

draft consent minutes of the order (2 Pages), is also tendered to the Court. All these documents (9 Pages), are taken on record and collectively marked as 'X' for identification.

2. The parties to the MoU submit that no financial burden is created on any person other than the parties to the MoU. By way of a formality, the copy of the MoU is also tendered to the Board. With such settlement, both these contesting parties pray for the disposal of the Petition.

3. Needless to state, since the settlement on percentage of wage rise is mutually agreed upon by the Union and the Management, the direction of the Board set out in the impugned order prescribing a particular wage rise, would stand substituted by the terms of the MoU.

4. In view of the above, by consent, this **Writ Petition is disposed off.**

(ASHWIN D. BHOBE, J.)

(RAVINDRA V. GHUGE, J.)