

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

WRIT PETITION NO.12717 OF 2024

Medha Bharat Petkar Nee Medharani Alias Abhijita
Bhanudas Vanarase

.. Petitioner

Versus

The Secretary Kolhapur Institute of Technology and
Ors.

.. Respondent

-
- Mr. Aditya S Raktade, Advocate for Petitioner (through VC).
 - Mr. Abhijit Patil, Advocate for Respondent Nos.1 and 2.
 - Mr. Vikram N. Walawalkar, Advocate for Respondent No.3.
 - Ms. Snehal S. Jadhav, AGP for Respondent No.4 – State.
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CORAM : MILIND N. JADHAV, J.

DATE : JULY 14, 2025

P. C.:

1. Heard Mr. Raktade, learned Advocate for Petitioner; Mr. Patil, learned Advocate for Respondent Nos.1 and 2; Mr. Walawalkar, learned Advocate for Respondent No.3 and Ms. Jadhav, learned AGP for Respondent No.4 – State.

2. Parties have reconciled their dispute and filed consent terms dated 04.07.2025 before this Court, copy of which is taken on record and marked as Exhibit 'X' for identification purpose. Consent terms have been signed by the parties who have been identified by the Advocates appearing at the Bar.

3. For the sake of convenience consent terms are scanned and reproduced below:-

" X ~
14/7/2025
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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
WRIT PETITION NO.12717 OF 2024
DISTRICT: KOLHAPUR
Smt. Medha Bharat Petkar .. Petitioner
Vs
Kolhapur Institute of Technology & ORs .. Respondent

CONSENT TERMS

The Petitioner and Respondent Nos. 1 and 2 (hereinafter collectively referred to as "the Parties") have arrived at an amicable settlement to resolve all disputes raised in the above Writ Petition, and hereby submit the following Consent Terms for the kind consideration and approval of this Hon'ble Court:

1. The Petitioner had challenged the order dated 23.02.2023 passed by the University Tribunal, Pune, in Miscellaneous Application No. 02 of 2020, seeking payment of back wages amounting to Rs. 8,26,734/- with 12% interest per annum, arising from her termination on 28.02.2015 and subsequent reinstatement on 10.05.2016, as per the directions of the University Tribunal and this Hon'ble Court in Writ Petition No. 14344 of 2016 and Review Petition No. 38 of 2019.
2. The Parties agree that Respondent Nos. 1 and 2 shall pay the Petitioner the salary difference as detailed in the undertaking dated [20.05.2025 which includes:
 - a. Salary for 14 months and 10 days, representing the period of termination from 28.02.2015 to 10.05.2016, as per the undertaking "Exhibit A"
 - b. Academic Grade Pay (AGP) of Rs. 7,000/- with basic pay Rs.19,810/- From 3rd January 2012 onwards.
 - c. Academic Grade Pay (AGP) of Rs. 8,000/- with basic pay Rs. 24,100/- from 3rd January 2017 onwards.

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Hereto annexed and marked as “EXHIBIT-A” is a copy of the undertaking signed by the Petitioner and Director, KIT’s College of Engineering, Kolhapur.

3. The Parties confirm that Respondent Nos. 1 and 2 have promoted the Petitioner from the post of Assistant Professor to Associate Professor in Biotechnology Engineering, with effect from 1st January 2025.
4. The Petitioner agrees that the payment of the salary difference as per Clause 2 above and the promotion to Associate Professor as per Clause 3 above constitute full and final settlement of all claims, demands, and grievances raised in the Writ Petition, including but not limited to back wages, continuity of service, and other service benefits. The Petitioner shall not raise any further claims against Respondent Nos. 1 and 2 in respect of the subject matter of the Writ Petition or related matters.
5. In view of the settlement, the Petitioner agrees to withdraw the Writ Petition No. 12717 of 2024 , and the Parties jointly request this Hon’ble Court to dispose of the Writ Petition as settled in terms of these Consent Terms.
6. Respondent Nos. 1 and 2 undertake to complete the payment of the salary difference as per Clause 2 within a period of 7 days from the date of this Hon’ble Court’s order approving these Consent Terms, subject to the Petitioner providing all necessary documentation and fulfilling administrative requirements, if any.
7. These Consent Terms are binding on the Parties and their respective successors, assigns, and representatives. The Parties confirm that they have entered into these Consent Terms voluntarily, after due consultation with their respective advocates, and without any coercion or undue influence.

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IN WITNESS WHEREOF, the Parties have set their hands to these Consent Terms on this fourth day of July, 2025, at Mumbai.

Medha P.
04/07/2025

For the Petitioner

Smt. Medha Bharat Petkar
(Smt. Medharani @ AbhijitaBhanudas Vanarase)

AS

Advocate for the Petitioner:

Adv. Aditya Sadashiv Raktade
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Opposite Hotel Fountain Inn, 1-C Nanabhai Lane,
Flora Fountain, Fort, Mumbai
Mob. 8888163036
adityaraktade143@gmail.com

AS
04/07/25

For Respondent Nos. 1 and 2
Kolhapur Institute of Technology

AS

Advocate for Respondent Nos. 1 and 2:

Adv Abhijit Patil
102, 1st floor, Majethia chambers,
Abdul Razzak Allana Marg,
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KOLHAPUR INSTITUTE
OF TECHNOLOGY
**COLLEGE OF
ENGINEERING**
(AUTONOMOUS),
KOLHAPUR

Accredited 'A+' Grade by NAAC, Bengaluru

UNDERTAKING

20 MAY 2025

After due consideration, I willingly accept and approve the proposed salary difference, the applicable interest, and the implementation of the AGP as mutually discussed and agreed by both.

Sr. No.	Particulars	FY	Rate	Amount	Interest	Interest as per FY
1	01/04/2025 to 30/04/2025	2025-26	2.7	769,796.31	20,784.50	20,784.50
2	01/04/2024 to 31/03/2025	2024-25	2.7	749,558.24	20,238.07	20,238.07
3	01/04/2023 to 31/03/2024	2023-24	2.7	729,852.23	19,706.01	19,706.01
4	01/04/2022 to 31/03/2023	2022-23	2.7	710,664.29	19,187.94	19,187.94
5	01/04/2021 to 31/03/2022	2021-22	2.7	691,980.81	18,683.48	18,683.48
6	19/04/2020 to 31/03/2021	2020-21	2.7	673,788.52	18,192.29	19,104.82
7	01/04/2020 to 18/04/2020		2.75	672,875.99	912.53	
8	14/03/2020 to 31/03/2020		2.75	671,964.70	911.29	
9	01/11/2019 to 13/03/2020	2019-20	3	664,698.54	7,266.16	19,715.31
10	01/07/2019 to 31/10/2019		3	658,045.97	6,652.57	
11	01/04/2019 to 30/06/2019		3	653,160.68	4,885.28	
12	01/04/2018 to 31/03/2019	2018-19	3.25	632,601.15	20,559.54	20,559.54
13	31/07/2017 to 31/03/2018	2017-18	3.25	619,149.49	13,451.66	21,554.31
14	01/04/2017 to 30/07/2017		4	611,046.84	8,102.65	
15	11/05/2016 to 31/03/2017		4	590,032.00	21,014.84	21,014.84
					200,548.81	200,548.81

Sr. No.	Date	Rate
1	11/05/2016 to 30/07/2017	4.00%
2	31/07/2017 to 30/04/2019	3.25%
3	01/05/2019 to 30/06/2019	3.00%
4	01/07/2019 to 31/10/2019	3.00%
5	01/11/2019 to 13/03/2020	3.00%
6	14/03/2020 to 18/04/2020	2.75%
7	19/04/2020 to 16/05/2025	2.70%

- 1) 14 months 10 days salary + interest
- 2) 7000 AGP from January 2012 onwards
- 3) 8000 AGP from January 2017 onwards
- 4) Associate Professor January 2025 onwards

Dr. Smt. Medha Bharat Petkar
Dr. Smt. Medha Bharat Petkar
Assistant Professor, Biotechnology Engineering

Dr. Mohan B. Vanarotti
Dr. Mohan B. Vanarotti
Director
KITs College of Engineering,
Kolhapur.
(Empowered Autonomous)

4. Rights and obligations stated in the consent terms are taken as undertaking given to the Court by the respective parties. Parties shall adhere and abide by the same as stated in the consent terms.

5. Order is passed in terms of consent terms dated 04.07.2025 reproduced hereinabove.

6. Writ Petition bearing No.12717 of 2024 is disposed in accordance with consent terms.