

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

WRIT PETITION NO. 5016 OF 2019

Smt. Nisha Sandeep Kad ...Petitioner
Versus
Marathwada Mitra Mandal, Pune through its ...Respondents
Secretary and ors.

ALONGWITH

Writ Petition No. 16224 of 2024

(Not on board. Taken on board)

Marathwada Mitra Mandal, Pune through its ...Petitioner
Secretary and ors.
Versus
Deputy Director of Education, Pune Region and ...Respondents
Ors.

Mrs. Nisha Sandeep Kad – Petitioner present in-person
Mr. Shirish Vankatesh Pitre, for the Petitioner in WP No. 5016 of 2019 and for Respondent No. 3 in WP No. 16224 of 2024.
Mr. Kumud A. Bhatia, for the Respondent Nos. 1 and 2 in WP No. 5016 of 2019
Mr. Kumud A. Bhatia, for the Petitioner in WP No. 16224 of 2024.
Mr. Subhash Kadam, Registrar of Marathwada Mitra Mandal present in-person for Respondent Nos. 1 and 2
Ms. Ashwini A. Purav, AGP for the Respondent Nos. 3 to 5-STATE in WP No. 5016 of 2019
Ms. Reena A. Salunkhe – AGP for Respondent-State in WP No. 16224 of 2024

CORAM: SUMAN SHYAM &
S. M. MODAK, JJ.

DATED: 16th DECEMBER, 2025.

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PC:-

1. During the pendency of the Writ Petition No. 5016 of 2019, the Writ Petitioners and the contesting Respondent Nos. 1 and 2 have reached an amicable settlement of the dispute, pursuant whereunto, consent terms have been entered by and between the parties. Consent terms dated 16.12.2025, signed by both the sides, have been tendered. The same is taken on record and marked as 'X' for identification.

2. Ms. Purav, the learned AGP present for the Respondent Nos. 3 to 5 submits that the State has no role to play in the matter.

3. The Petitioner and Respondent-Management have agreed to the following terms stated in para no. 4 which are reproduced herein below.

“4. The Petitioner and Respondent Management mutually decided to amicably resolve all pending disputes amongst them on the following terms and conditions:

(a) The Petitioner agree and admit that her initial appointment in the Marathwada Mitra Mandal's Junior College from 14.7.2008 till 2009 was temporary on reserved post of S.T. Category and that subsequent temporary yearly appointment orders till 10.9.2013 were temporary on fixed term contractual appointment.

(b) The Petitioner has agreed accepted and confirmed her regular appointment as Lecturer in MMM

Junior College of Science from 23.8.2015 vide appointment order dated 23.8.2015 bearing Nos. MMM/Jr DG/April./2015-16 /455 given by Respondent Management.

(c) The Petitioner waives her claim of getting permanency from 2nd August 2008.

(d) The Petitioner has agreed to count her seniority from the date of her regular appointment from 23.8.2015 in 'C' category of Schedule 'F' and is also accepted by Respondent Management to place her in seniority list accordingly.

(e) The Petitioner has accepted the transfer of her services in Marathwada Mitra Mandal's Junior College of Commerce and Science, Deccan Gymkhana, Pune 411 004 with effect from 1.11.2025 and has also resumed on duties from 1.11.2025. She will be placed on 60% grant-in-aid basis from 1.11.2025 and Mrs. Uma Thakur shall be placed on 40% grant-in-aid basis from 1.11.2025. The Respondent Nos.1 & 2 shall forthwith forward the proposal of Petitioner for approval of her services to Deputy Director of Education on 60% grant-in-aid basis from 1.11.2025.

(f) The Respondent No.1 and 2 Management hereby agree to pay a lumpsum amount of Rs. 10,00,000/- (Rupees Ten Lakhs only) by Cheque dated 10/12/2025 bearing No. 003298 to the

Petitioner in full and final settlement of her claim of difference in salary / compensation including legal expenses prior to her regular appointment i.e. 23.8.2015. The Petitioner hereby agree, admit and accept and acknowledge the receipt of the said amount of Rs.10 Lakhs in full and final settlement of her aforesaid claim after deducting TDS.

- (g) The Petitioner expressly agree that she has no other subsisting claims grievances or seniority disputes, monetary, legal or otherwise against the Respondent Management and Petitioner undertakes that not to pursue any further proceedings before any court or competent authority / tribunal with regard to subject matter of the aforesaid both the writ petitions.*
- (h) The parties hereby withdraws all allegations and grievances raised in the Writ Petition.*
- (i) This Consent Terms are entered into by the parties without any force, compulsion and /or undue influence from anyone.*
- (j) The Parties herein above agree to submit the copy of this Consent Terms to the Office of Deputy Director of Education, Pune Region, Pune and other concerned authorities for information and record.”*

4. In view of the above consent terms, the Writ Petition No. 5016 of 2019 stands disposed of.

5. The Petitioner is personally present and Mr. Subhash Kadam, the representative of the Management is also personally present.

Writ Petition No. 16224 of 2024

6. Not on board. Taken on board.

7. In view of the settlement arrived at, as noted hereinabove, the Writ Petition No. 16224 of 2024 also stands disposed of.

(S. M. MODAK, J.)

(SUMAN SHYAM, J.)