

Amberkar

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

WRIT PETITION NO. 17564 OF 2024

Lupin Ltd	.. Petitioner
Versus	
Satyendra Yadav	.. Respondent

WITH
WRIT PETITION NO. 11284 OF 2025

Satyendra Yadav	.. Petitioner
Versus	
Lupin Ltd	.. Respondent

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- Mr. Kiran Bapat a/w Mr. Yash CP Vyas, Advocates for Company
 - Mr. K.K. Mishra, Advocate for Workman
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CORAM : MILIND N. JADHAV, J.

DATE : SEPTEMBER 9, 2025

P. C.:

1. Heard Mr. Bapat, learned Advocate for Company and Mr. Mishra, learned Advocate for workman. Mr. Vidyanand Joshi, General Manager (Employee Relations) on behalf of Company is present. Mr. Satyendra Yadav - workman is present.

2. It is stated that parties have reconciled their dispute and differences and settled on amicable terms by entering into the Consent Terms dated 09.09.2025. Parties who have signed the Consent Terms are before the Court and they have been identified by their respective Advocates. I have perused the Consent Terms and on reading the

same, it is seen that there can be no impediment in taking the Consent Terms on record for disposal of the present Writ Petitions. Consent Terms are running into 5 pages. They are taken on record and marked "X" for identification. For the purpose of reference and convenience, Consent Terms are scanned and reproduced below:-

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9/9/25

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
WRIT PETITION NO. 17564 of 2024 & 11284 of 2025
DISTRICT: MUMBAI

Lupin Ltd)...Petitioner

Versus

Mr. Satyendra Yadav)...Respondent

CONSENT TERMS

1. The Petitioner Company being "Lupin Ltd" and the Respondent Workman being "Satendra Kumar Yadav" (hereinafter collectively referred to as 'the Parties'), most respectfully submit the following Consent Terms for disposal of the above Writ Petition: -

(i) By consent of parties, the Impugned Award dated 30.4.2024 passed by the learned Labour Court, Thane in Reference (IDA) No. 185 of 2013 is hereby quashed and set-aside. Consequently, Reference (IDA) No. 185 of 2013 shall stand dismissed.

(ii) The Petitioner Company agrees and undertakes to pay to the Respondent Workman a sum of Rs.27,00,000/- (Rupees Twenty-Seven Lakhs Only) in full and final settlement of all his

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claims, past, present, or future, arising out of or in relation with the Petitioner Company and/or the Award dated 31.07.2017.

- (iii) The Respondent Workman agrees and undertakes to accept the aforesaid sum of Rs.27,00,000/- towards full and final settlement and satisfaction of all his claims including but not limited to claims for reinstatement, back-wages, continuity of service, leave wages, bonus, gratuity, retrenchment compensation, retirement benefits, statutory dues, damages, or any other monetary or non-monetary claims whatsoever. The Respondent Workman further expressly waives any right, claim or demand to reinstatement or reemployment with the Petitioner Company, now or in future, and declares that he has no subsisting claim of any nature whatsoever against the Petitioner Company.
- (iv) The Petitioner Company agrees to pay the Respondent Workman a sum of Rs. 27,00,000 as full and final settlement of all claims. In pursuance thereof, the Petitioner agree to pay sum of Rs. 23,17,800/- (Rupees Twenty-Three Lakhs Seventeen Thousand Eight Hundred Only), after deduction of applicable taxes, by Cheque No. 530279 dated 08/09/2025 drawn on State Bank of India, CAG Branch II Mumbai. The said cheque shall be handed over to the Respondent Workman at

the time of submission of these Consent Terms before the Hon'ble Court.

- (v) Payment shall be made by Account Payee Cheque in favour of the Respondent Workman. Upon receipt of the aforesaid sum, the Respondent Workman shall issue a written acknowledgment to the Petitioner Company, confirming full and final settlement of all claims.
- (vi) The aforesaid amount shall be subject to deduction of tax at source, in accordance with the provisions of the Income Tax Act, 1961, and applicable rules thereunder.
- (vii) The Respondent Workman agrees and undertakes that the terms of this Settlement and these consent terms shall be kept strictly confidential and shall not be disclosed to any Third Party, save and except as may be required under law, or pursuant to any order of a Competent Authority.

2. In view of the above settlement, the present Writ Petition filed by the Petitioner Company shall stand disposed-off in terms of these consent terms.

3. These consent terms shall be binding on the parties, their heirs, successors, administrators, executors and assigns.

3A. The petitioner company shall provide necessary TDS certificate of the deducted amount (tax) to the Respondent workman ^{upto} 30 June 2026

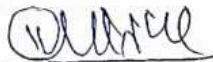
[Signature]
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4. The parties confirm that they have executed these consent terms voluntarily, without any coercion or undue influence and after understanding the contents thereof.

Dated this 9th day of September, 2025



Advocate for the Petitioner



Advocate for the Defendant

Resident



Plaintiff

Resident



Defendant

Resident

RECEIPT

In pursuance of the consent terms dated 9th September 2025, I have received a cheque of ₹23,17,800/- (Rupees Twenty-Three Lakhs Seventeen Thousand Eight Hundred only) after deducting applicable taxes bearing Cheque No. 530279 dated 8th September 2025, drawn on State Bank of India, CAG Branch II, Mumbai, located at BKC, Bandra East.

I hereby accept the aforementioned cheque amount as full and final settlement of all my claims/disputes pending before the Hon'ble Bombay High Court in W.P. No. 17564 of 2024 and W.P. No. 11284 of 2025, originally amounting to ₹27,00,000/-, after deduction of applicable taxes.

Furthermore, I undertake not to file any claim, case, or application before any Court of Law or any other concerned authority against Lupin Ltd. I also undertake to withdraw any and all claims, if filed by me, against the management of Lupin Ltd. before any Court of Law or any other concerned authority.

Place: Mumbai.

Dated: 9th September 2025

Identified By,


Satendra Kumar Yadav

Identified by me

Adv. K. K. Mishra

3. As stated in the Consent Terms, cheque of Rs. 23,17,800/- as stated in clause (iv) of the Consent Terms is handed over to workmen. Company shall ensure that positive pay verification is complied with so that cheque will not be dishonoured. That apart TDS certificate shall also be handed over to the workman by Company on it being generated without fail.
4. The obligations and undertaking recorded in the Consent Terms are accepted as undertaking given to this Court and the parties shall abide by the same.
5. Order in terms of the Consent Terms.
6. In view of the above, both the Writ Petitions are disposed.

Amberkar

[MILIND N. JADHAV, J.]

RAVINDRA
MOHAN
AMBERKAR
Digitally signed
by RAVINDRA
MOHAN
AMBERKAR
Date:
2025.09.09
14:51:55 +0530