

Prasad Rajput
(P.A.)

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

WRIT PETITION NO.3997 OF 2025

Satish Murlidhar Handal

.. Petitioner

Versus

SPM Autocomp Systems Pvt Ltd

.. Respondent

.....

- Ms. Seema Chopda, Advocate for Petitioner.
- Mr. Aumkar Vijaykumar Joshi, Advocate for Respondent.
- Mr. Satish Murlidhar Handal, Petitioner present.
- Mr. Ashok Sahebrao Barve, Head Accounts, Finance and Commercial, present.

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CORAM : MILIND N. JADHAV, J.

DATE : AUGUST 11, 2025

P. C.:

1. Heard Ms. Chopda, learned Advocate for Petitioner and Mr. Joshi, learned Advocate for Respondent.

2. Parties have reconciled their dispute and filed Consent Terms dated 11.08.2025. Consent Terms dated 11.08.2025 are taken on record and marked as Exhibit "X" for identification purpose. They are running into five pages. They are signed by Petitioner – Satish Murlidhar Handal and Respondent - Ashok Sahebrao Barve, Head Accounts, Finance and Commercial - for SPM Autocomp Systems Pvt. Ltd., as also learned Advocates for Petitioner and Respondent. For the sake of brevity and for reference, Consent Terms are scanned and reproduced below:-

CIVIL APPELLATE WRIT JURISDICTION

WRIT PETITION NO. 3997 OF 2025

...Petitioner

M/s SPM Autocomp Systems Pvt. Ltd. ...Respondent

1. The Petitioner and Respondent Company abovenamed have amicably resolved and settled their disputes and differences with regards to the employment of the Petitioner with the Respondent Company in the manner hereinafter recorded.
2. The Respondent agrees and undertakes to pay Rs. 2,60,000/- (Rupees Two lakhs sixty thousand only) as lumpsum compensation to the Petitioner in lieu of reinstatement against all claims and Petitioner will not claim any further amounts from the Company as regards his employment with the Respondent Company.
3. The Respondent has handed over to Petitioner the cheque bearing number 022197 dated 29.07.2025 drawn on Kotak Mahindra Bank, IMT Manesar Branch, Haryana for an amount of Rs. 2,60,000/- (Rupees Two lakhs sixty thousand only) as mentioned hereinabove. That it is agreed by the Respondent that

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the said cheque shall get honored and will not be dishonored for any reason whatsoever.

4. The Petitioner agrees and undertakes that on receipt of the cheque for amount of Rs. 2,60,000/- (Rupees Two lakhs sixty thousand only) from the Respondent Company he has no claim against the Respondent Company as regards to his employment and or any other legal dues. The Petitioner agrees and undertakes that he will not claim any further amount/s or relief/s apart from Rs. 2,60,000/- (Rupees Two lakhs sixty thousand only) as mentioned herein from Respondent Company in respect of his employment with Respondent Company including any amount towards backwages, consequential benefits, continuity of service and/ or any other benefits in pursuance of the present Consent Terms.

5. The Petitioner agrees and undertakes that on receipt of the amount of Rs. 2,60,000/- (Rupees Two lakhs sixty thousand only) from Respondent Company, he will also not claim employment with the Company.

6. The Petitioner agrees and undertakes that he will not indulge in any malpractice, misconduct and/ or indulge in any practice detrimental to the interest of the Respondent Company.

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7. The Petitioner agrees and undertakes that he will not claim from the Respondent Company and/ or its Directors, managers, agents and/or any other authorised person any backwages, consequential benefits, continuity of service and/ or any other benefits in pursuance of the present Consent Terms.

8. The parties hereto agree that all the disputes between them which form part of the present proceedings have been amicably resolved and no party has any disputes or grievances against each other. The parties further agree and undertake that neither of the party shall initiate or file any legal proceedings/action against each other with respect to the disputes which form part of the present proceedings. Further, the Petitioner agrees and undertakes not to harass the Respondent and/ or its Directors, managers, agents and/or any other authorised person in pursuance of these Consent Terms. However, further if either of the Parties fail to comply with any of their respective obligations as mentioned herein, then the other party shall have every right to initiate appropriate legal proceeding/s to ensure compliance of the same and/ or take appropriate legal proceeding/s as provided in Law.

9. By signing these Consent Terms, the parties hereto solemnly state and declare that they have no further claims or demands against each other of whatsoever nature. The Petitioner

The block contains two handwritten signatures in blue ink. The signature on the left is written in a cursive style and appears to be 'H. Rana'. The signature on the right is also in cursive and appears to be 'M. Singh'.

and Respondent agree and undertake that the contents and effect of these Consent Terms have been read and understood by each of them and that they have willingly with sound and disposing mind set and subscribed their respective hands and signature to these Consent Terms.

10. The parties undertake to abide by the terms and conditions set out in the abovementioned Consent Terms, which have been arrived without any coercion, duress or collusion and undertake not to raise any dispute whatsoever henceforth in respect of the subject matter in these proceedings. The Petitioner and Respondent agree and undertake to withdraw any Complaints filed and pending against the Petitioner or Respondent Company and/or its Directors, managers, agents and/or any other authorised person/s, if any. The parties hereto agree that the Consent Terms will not be treated as a precedent.

11. Both the parties hereto undertake to strictly abide by the aforesaid terms and conditions and are aware of the fact that once this undertaking is accepted by the Hon'ble Court, breach of any of the aforesaid terms and conditions undertaken, shall amount to breach of undertaking given to the Hon'ble Court and the defaulting party shall be liable to be held guilty for Contempt of Court and/ or any proceedings provided in Law.

Two handwritten signatures in blue ink are visible at the bottom of the page. The signature on the left is more legible, appearing to start with 'H. B. S.', while the one on the right is more stylized and partially obscured.

12. The parties hereto agree that Hon'ble Court be pleased to dispose of the Writ Petition accordingly.

At Mumbai.)

Dated this 11th day of August, 2025)

Identified by *Explained in Marathi.*

Seema Chopda
Seema Chopda
Advocate for Petitioner

Satish Muralidhar Handal
Satish Muralidhar Handal
Petitioner

Identified by

Aumkar Joshi
Aumkar Joshi
Advocate for Respondent

Ashok Sahebrao Barve
Ashok Sahebrao Barve
Head Accounts, Finance and
Commercial
For SPM Autocomp Systems Pvt. Ltd.
Respondent



3. Parties shall abide by the terms and conditions stated in the Consent Terms and act in accordance thereof. Undertaking / obligation stated in the Consent Terms is taken as undertaking given to the Court. Parties are directed to abide by the same without any dereliction.

4. Order is passed in terms of Consent Terms in the Writ Petition.

5. Writ Petition is disposed in the above terms.