IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

NAVNATH SITARAM WAGHMARE

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Date: 2026.10.07 14:50:00 +0530

WRIT PETITION NO. 7721 OF 2007

Shrikant Tarachand Divate ...Petitioner

Versus

Subhash Vidya Mandal And Ors. ...Respondents

WITH

WRIT PETITION NO. 4499 OF 2006

Subhash Vidya Mandal, Pune And Anr. ...Petitioners

Versus

Shrikant Tarachand Divate and Anr. ...Respondents

WITH

WRIT PETITION NO. 6943 OF 2006

Subhash Vidya Mandal, Pimpalwadi ...Petitioner

Versus

The State Of Maharashtra And Ors. ...Respondents

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Ms. Anita A. Agarwal for the Petitioner in WP/7721/2007.
Mr. Prathamesh Deshpande a/w Mr. Sarvesh Deshpande for the Petitioner/s in WP/4499/2006 & WP/6943/2006 and for Respondent Nos. 1 and 2 in WP/7721/2007.
Mr. A.I. Patel Addl. GP with V.R. Raje AGP for the Respondent/State in WP/6943/2006 & WP/7721/2007.
Mr. S.L Babar AGP for the Respondent/State in WP/4499/2006.
Mr. Rahul Raman Kakade, Secretary, for Subhash Vidya Mandal, Pune is present.
Mr. Shrikant Tarachand Divate, Petitioner in WP/7721/2007 is present in Court.

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CORAM : M.M. SATHAYE, J.
DATE : 06th OCTOBER, 2026

P.C. :

1. At the outset, learned Advocate for Respondent Management undertakes to file vakalatnama in the Registry on or before 09.10.2026.

In view of request of earlier advocate appearing for Respondent-Management, recorded in paragraph no. 1 of earlier order dated 31.08.2026 seeking discharge, the requirement of NOC for vakalatnama of new Advocate, is dispensed with.

2. Learned counsel for the parties (Employee and Management) have jointly tendered consent terms dated 06.10.2026 (page nos. 1 to 12). The same is taken on record and marked as 'X' for identification.

3. The consent terms are signed by the Petitioner- Mr. Shrikant Tarachand Diwate who is present in the Court, who is duly identified by the advocate for the Petitioner.

4. The consent terms are also signed by Mr. Rahul Raman Kakade on behalf of the Management, who is Secretary of the Management Institution. He is also present in the Court, who is duly identified by his advocate. The copy of the resolution passed in meeting of the Management Committee dated 22.08.2026 authorizing the said secretary, is also annexed to the consent terms.

5. Advocate for respective parties have also signed the consent terms

6. It is jointly submitted that the parties were involved in various litigations arising out of Petitioner's service with the Respondent-Management, which has led to filing of above three writ petitions, one being filed by the Petitioner-Employee and other two being filed by Respondent-Management. It is stated that the parties have arrived at amicable settlement and Respondent-Management has passed resolution for settling the pending litigation. Respondent-Management has agreed to pay a sum of Rs.2,62,169/- to the Petitioner and it is agreed that Writ Petition No. 4499 of 2006 and Writ Petition No. 6943

of 2006 are to be withdrawn.

7. The Petitioner who is present in the Court, on a query by the Court, has stated that he has signed the consent terms after understanding contents therein and implications thereof. He has also confirmed that he has received demand-draft (DD) of the said amount in the Court. The Secretary of the Respondent-Management, on a query by the Court, also confirmed that he has singed the consent terms after understanding the contents and implications thereof.

8. In consideration of the amount received and the Management agreeing to withdraw their petitions, the orders passed by the Tribunal dated 26.04.2006 and 31.07.2006 are agreed to be confirmed and therefore the Writ Petition No. 7721/2007 by the Petitioner Employee is also agreed to be disposed of in terms of consent terms.

9. Learned AGP has not singed the consent terms. Therefore, clause Nos. 25(4) to 25(7) therein, shall not bind the Respondent No.3-Education Authority (State).

10. The Respondent-Management has agreed to update Petitioner's service book by giving continuity in service and forward the pension and retiral benefits proposal of the Petitioner, duly completed in all respects, to the Education Officer (Secondary) Zilla Parishad, Pune, within a period of 4 weeks from today.

11. On receipt of such proposal, Education Officer (Secondary) Zilla Parishad, Pune is directed to forward it to Pay and Accounts Department, Mumbai, within a period of 2 weeks from the receipt thereof.

12. The Pay and Accounts Department, Mumbai shall consider the said proposal in accordance with law, as per applicable Rules, and

concerned department is directed to take decision on the said proposal as expeditiously as possible, and in any case, within a period of 8 weeks after receipt of such proposal.

13. Statements in paragraph 25(10) of the consent terms are recorded as undertakings to this Court.

14. In view of the above, writ petitions are disposed of in terms of consent terms, to be read alongwith present order.

15. All concerned to act on duly authenticated or digitally signed QR verifiable copy of this order.

(M.M. SATHAYE, J.)