

In view of the amicable settlement arrived at between the Appellant and the Respondent No.1, the following terms of settlement are arrived at

upon between the Appellant and the Respondent No.1, which are being laid down herein below:

- 1. The Respondent No.1 will tender his resignation from the post of Professor of RGIIM, Shillong and the Appellant (Director, RGIIM) would accept his resignation w.e.f. 01.01.2017.*
- 2. The Respondent No.1 will vacate the residential quarter provided to him by RGIIM, Shillong by 31.01.2017 and hand over the vacant possession of the said residence to the appropriate authority of RGIIM, Shillong.*
- 3. That both the Appellant and the Respondent No.1 have agreed that the excess amount of Rs.1,66,061/- paid to the Respondent No.1 will not be recovered by RGIIM, Shillong.*
- 4. Both the parties have also agreed that RGIIM, Shillong would make the payment of Rs.5,94,935/- towards amount payable to the Respondent No.1 as on 30.06.2016.*
- 5. In view of the aforementioned terms of settlement, both the parties withdraw all their assertions, allegations, contentions raised in the pleadings before the Hon'ble Court.*
- 6. The pending Writ Appeal No.11 of 2015 may kindly be disposed of in these terms of settlement.*

*Sd/- 24.06.2016
APPELLANT
(DIRECTOR, RGIIM)*

*Sd/- 24.06/2016
RESPONDENT No.1
(PROF. D.K. AGARWAL)"*

Having examined the terms of settlement, when we found that the ties of the parties were proposed to be severed in an amicable manner, the appeal was disposed of in terms of the settlement.

It appears that after the settlement aforesaid, the applicant has proposed to tender his resignation even prior to the stipulated date i.e., 01.01.2017 and made a request that he be released from the post of Professor, RGIIM, Shillong w.e.f. 01.10.2016. In response to such a proposition of the applicant, the Chief Administrative Officer, RGIIM, Shillong, though stated that in the principle, the Director, RGIIM had no objection in relieving the applicant w.e.f. 30.09.2016 but it was indicated that as per the terms of the order passed by this Court, the resignation

was to be effective from 01.01.2017 and therefore, he was directed to seek specific directions from this Court. Hence, this application.

The applicant as also the non-applicant, Director, RGIIM, Shillong are present in person and have filed a supplementary agreement today in the Court stating as under:

“AGREEMENT

Professor Durgesh Kumar Agrawal (the respondent in W.A. No. 11 of 2015) and the Director, Rajiv Gandhi India Institute of Management, Shillong (the appellant in W.A. No. 11 of 2015) agree as follows:

- 1. That Professor Durgesh Kumar Agrawal shall submit his resignation from the post of Professor, RGIIM, Shillong and the Director, Rajiv Gandhi India Institute of Management, Shillong shall accept the resignation with effect from 1st October 2016. The Director, Rajiv Gandhi India Institute of Management, Shillong shall also issue release order accordingly.*
- 2. That Professor Durgesh Kumar Agrawal shall vacate the residential quarter allotted to him by RGIIM, Shillong by 1st November 2016.*
- 3. That the Director, Rajiv Gandhi India Institute of Management, Shillong shall pay the dues amounting to Rs. 5,94,935/- (Rupees Five lakh Ninety Four Thousand Nine Hundred Thirty Five only) at the time of release.*

This agreement is signed by the parties on this the 29th day of September 2016 at Shillong.

*Sd/- 29/09/16
Director,
Rajiv Gandhi India Institute of Management,
Shillong.”*

*Sd/- 29/09/2016
Prof. Durgesh Kumar Agrawal*

Writ Appeal No. 11 of 2015 was essentially disposed of in terms of settlement entered into between the parties. The intention of the parties had been clear that they were seeking severance of their ties in an amicable manner. For all practical purposes, the date of resignation and vacation of quarter as stated in the earlier agreement could only be construed as outer limits by which the parties were to carry out their respective obligations. Obviously, if the applicant seeks to resign and to vacate the quarter earlier, and the non-applicant is agreeable thereto, it

appears just and proper to accept the propositions stated today before the Court.

Taking note of the submissions as made, we permit the parties to carry out the requisite processes as now agreed to; and this Court's order dated 24.06.2016 as passed in W.A. No. 11 of 2015 shall be read as modified by this order.

This application stands disposed of accordingly.

JUDGE

CHIEF JUSTICE

Sylvana

Item No. S-1