

IN THE HIGH COURT OF JUDICATURE AT BOMBAY,
NAGPUR BENCH, NAGPUR.

WRIT PETITION NO. 2038 OF 2022

Rameshwar S/o. Ruprao Mohokar,
a/a 58 years, occ. Service,
r/o. Datala, Tq. Murtizapur,
Distt. Akola.

.... **PETITIONER.**

// VERSUS //

1. Shikshan Prasarak Mandal, Kurankhed,
PTR No.269 of Akola, at post Kurankhed,
Tq. xxxxx, Distt. Akola, through its
administrator.
2. Gajanan Maharaj Vidyalay, Kurankhed,
Tq. xxxx, Distt. Akola, through its
headmaster, Kurankhed,
3. Karmavir Bharurao Patil Vidyalay,
Palso (Badhe), Tq. XXXX, Distt. Akola,
through its headmaster,
(Ori. Respondent no.1)
4. Education Officer, Secondary,
Z.P. Akola, Tq. and Distt. Akola
(Ori. Respondent No.2)

.... **RESPONDENTS.**

Shri C.A.Joshi, Advocate for Petitioner.
Shri H.D.Dubey, A.G.P. for Respondent Nos.1 & 4.
Shri O.Y.Kashid, Advocate for Respondent Nos. 2 and 3.

CORAM : ANIL S. KILOR, J.
DATED : JULY 31, 2023

ORAL JUDGMENT :

1. Heard.

2. **RULE.** Rule made returnable forthwith. Heard finally by consent of the learned counsel for the parties.

3. A settlement between the parties was arrived at in a proceeding filed before the Labour Court challenging termination of the petitioner. It was agreed that, the petitioner would be reinstated in his original post, however, the petitioner will not claim any monetary benefits. In compliance of settlement the reinstatement was granted but continuity was denied. On making a request in this regard to the Industrial Court it was rejected by the Industrial Court vide impugned judgment and order dated 21/01/2022. The same is the subject matter of the present writ petition.

4. In light of the limited grievance involved in the present writ petition I have called the record. Wherefrom it is evident that the petitioner was appointed on 01/10/1996 as Watchman and on

30/08/2002 he was terminated. Thereupon, he filed a complaint before the Labour Court under the Maharashtra Recognition of Trade Unions and Prevention of Unfair Labour Practices Act, 1971 (hereinafter referred to as “MRTU & PULP Act”) during pendency of which the parties to the complaint arrived at a settlement and accordingly a Joint Pursis was filed on 15/04/2013 before the learned Labour Court, which was accepted by the learned Labour Court and disposed of the complaint vide order dated 21/04/2013.

5. The terms of settlement, more particularly Clauses (1) and (2) of the joint pursis are relevant for the purpose of this petition, which reads thus:

“(1) गैरतकारकर्ता क. 1 व 4 यांनी तकारकर्ता यांना चतुर्थ श्रेणी कर्मचारी पदी पुर्ववत रुजु करून घ्यावे.
(2) तकारकर्ता यांनी पुर्ववत रुजु करून घेतल्याचा दिनांक पुर्वीच्या वेतनाची मागणी करू नये. ती मागणी त्यांनी सोडून घावी”

6. From the conjoint reading of both the clauses of the compromise, the intention of the parties was clear that the reinstatement with continuity shall be granted. However, the petitioner shall not claim any back wages.

7. Despite this, the respondent-management denied to grant continuity on the ground that there is no specific mention about grant of continuity.

8. If at all it was the intention of the management to grant fresh appointment there was no reason for the management to state any condition about the back wages. A specific condition that the petitioner will not ask for any back wages, suggests only one thing i.e. the intention to grant continuity. Because of granting continuity only the question of back wages would arise. Thus, from the language of the compromise, the intention of the parties can be gathered.

9. Hence, it gave a cause to the petitioner to again approach to the Industrial Court by filing complaint seeking continuity of service, which came to be rejected vide impugned judgment and order dated 21/01/2022.

10. The learned Industrial Court has ignored the terms and conditions of the compromise and wrongly relied upon the terms and conditions of the appointment order and denied the continuity. In the

circumstances, the order of the Industrial Court needs to be quashed and set aside. Accordingly, I pass the following order:

- i) The Writ Petition is allowed.
- ii) The impugned order dated 16/06/2017, passed by Industrial Court, Akola is hereby quashed and set aside and thereby the petitioner is granted continuity of service for all other purposes, except claiming back wages.

Rule is made absolute accordingly. No order as to costs.

(ANIL S. KILOR, J)

RRaut..