

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
CIRCUIT BENCH AT KOLHAPUR  
CIVIL APPELLATE JURISDICTION**

WRIT PETITION NO. 6091 OF 2016

Shri. Ashok Maruti Patil and others ... Petitioners

VERSUS

State of Maharashtra and others ... Respondents

Mr. Nilesh Wable (Through VC) a/w Adv. Pankajsinh Deshmukh,  
Advocate for Petitioner.

Mr. R. P. Kadam, 'B' Panel Counsel for the Respondent-State.

...

**CORAM : SHARMILA U. DESHMUKH &  
ABHAY J. MANTRI, JJ.**

**DATE : OCTOBER 21, 2026.**

**P. C.:**

1. By the present Petition, the Petitioners seek a direction to the Respondents to grant the benefits of their earlier service, i.e., regular pay scale, differences, arrears, after signing the consent terms, and all other benefits as per the Pay Commission.

2. The Petitioners were appointed as Conductors with Respondent No. 2-MSRTC. During the course of their service, the Petitioners were charged with misconduct, and an inquiry was conducted, resulting in their dismissal. The Respondent-Corporation took a view that there were several cases pending before the Industrial

Court, which were resulting in heavy expenses for Respondent-MSRTC, and took a decision that, in cases of minor misconduct by employees, instead of terminating their services, some costs to be levied and they would continue in service. Accordingly, in the Petitioners' cases, consent terms came to be filed before the Industrial Court, reinstating the Petitioners on certain conditions and the complaints came to be withdrawn.

**3.** Subsequently, the Petitioners have approached this Court seeking a direction to Respondent-MSRTC to grant the benefit of their earlier service and release the difference amount, though, as per the consent terms, they were reinstated in service by relinquishing the benefit of their earlier service.

**4.** Learned Counsel appearing for the Petitioners would submit that, in respect of similar employees at the Ratnagiri Divisional Office, the employees therein were given the benefit of their previous service. He would further submit that the Petitioners withdrew the complaints on the assurance that they would be reinstated and, accordingly, the consent terms came to be filed. He would submit that the circular issued on 3<sup>rd</sup> December 2005 should be applied uniformly.

**5.** We have considered the submissions and perused the record. The Petitioners' services came to be terminated by MSRTC, which termination was challenged before the Industrial Court. Before

the Industrial Court, the Petitioners and MSRTC entered into consent terms dated 1<sup>st</sup> November 2006, 2<sup>nd</sup> November 2006, and 7<sup>th</sup> November 2006, pursuant to which the Petitioners came to be re-employed with MSRTC on the pay scale as agreed. As per the terms of the compromise, the Petitioners, in lieu of being reinstated in service, relinquished the benefits of their earlier service. The Petitioners accepted the consent terms and acted on the same, but thereafter had second thoughts and filed the present Petition in the year 2015. The consent terms executed before the Industrial Court have not been set aside and continue to bind the parties. The Petitioners, having accepted the benefit of the consent terms and having been reinstated in service, cannot now resile from the terms which, according to the Petitioners, are not beneficial to them.

**6.** As the Petitioners had entered into the consent terms before the Industrial Court, pursuant to which they had relinquished the benefits, it is now not open to the Petitioners, without the consent terms being set aside, to seek the benefits claimed in the present Petition. Resultantly, we are not inclined to grant the relief claimed in the Petition.

**7.** Writ Petition fails and stands dismissed.

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**[ABHAY J. MANTRI, J.]**

**[SHARMILA U. DESHMUKH, J.]**