



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

**REVIEW PETITION NO. 56 OF 2022  
IN  
WRIT PETITION NO. 7817 OF 2018**

Mahindra & Mahindra Ltd. ... Review Petitioner  
versus  
Shri Ambadas Mahadev Khade & Anr. ... Respondents

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Mr.N.B.Jalota i/by Mr.G.K.Tripathi, Advocate for the Review  
Petitioner.

Ms.Gunjan P. Shah, Advocate for Respondent No.1/ Original  
Petitioner.

Mr.S.H.Kankal, AGP for Respondent No.2-State.

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**CORAM : RAVINDRA V. GHUGE, J.**

**DATE : 27<sup>th</sup> February, 2025**

**P.C. :-**

1. On 17<sup>th</sup> January, 2025, I had passed the following  
order :

*“1.On 12<sup>th</sup> December, 2024, I had passed the  
following order :-*

*“1. Pursuant to the last order dated 28th  
November, 2024, the parties have made an  
attempt to have a monetary settlement. The  
demand of the employee is around Rs.94  
lakhs. The learned Advocate for the employee  
submits, on instructions that he may come  
down even to an amount which will be around  
Rs.70 Lakhs - Rs.75 Lakhs. The Management*



*has offered a partly amount of Rs.16 Lakhs.*

*2. The difference seems to be too high. The Management is also facing a Contempt proceeding for having not implemented the judgment of the Single Judge, dated 24th February, 2022.*

*3. Considering the above and keeping in view that despite opportunities, the Management's Lawyer had not worked out the Writ Petition, when it was finally decided by the Judgment sought to be reviewed, equities will have to be balanced. Keeping in view that if any indulgence is to be shown in a Review Petition, which has limitations, the clock will have to be reversed back by 13 years since the employee was dismissed from service in January, 2013, around 11 years.*

*4. The learned Advocate for the Petitioner seeks time to take instructions as to whether an amount of Rs.25 Lakhs could be deposited in this Court in order to pray for interim relief of keeping the judgment of the Single Judge in abeyance and adjourn the Contempt proceedings.*

*5. List this Petition, by consent, on 10th January, 2025 at 5.00 p.m.”*

*2. As recorded above, a Judgment was delivered by this Court on 24<sup>th</sup> February, 2022, after adjourning the matter for several dates, since none appeared for the Management despite repeatedly placing the matter on the daily cause list. This Court finally heard the Petitioner Employee and the State and delivered the order on 24<sup>th</sup> February, 2022.*



3. *It cannot be ignored that the Employee is litigating against his dismissal from service, for the past 14 years. According to the said Employee, the dues in terms of the order of this Court dated 24<sup>th</sup> February, 2022, would be around Rs.94 Lakhs as in December, 2024. The Employee, in order to settle the issue and give a quietus to the matter, suggested an amount of Rs.70 Lakhs and was willing to further scale down his expectations. The Management has offered a partly amount of Rs.16 Lakhs, as a full and final settlement of the dispute.*

4. *It is in the above backdrop that I had called upon the learned Advocate for the Company, vide order dated 12<sup>th</sup> December, 2024, to take instructions as regards depositing Rs.25 Lakhs in this Court and to pray for a rehearing of the matter, since the Review is based on the ground that though the Management lost opportunities to address the Court, it desires to address the Court in the interest of justice.*

5. *Hence, to balance the equities, since the clock will have to be turned back by almost 12 to 13 years now, if the Writ Petition is to be once again heard, I had called upon the learned Advocate to take instructions, whether the Company would deposit Rs.25 Lakhs. Today, the learned Advocate for the Company submits on instructions that the Company is not agreeable to deposit anything more than Rs.10 Lakhs. Considering that this Company is worth Rs.3.55 Trillion, I find it unconscionable on the part of the Company to make such a paltry offer.*

6. *In view of the above, the Company is directed to deposit an amount of Rs.25 Lakhs, on or before 15<sup>th</sup> February, 2025. If the said amount is deposited, the request of the Review Petitioner to rehear the Writ Petition No.7817 of 2018, would be considered. In the event of a request for withdrawal, the same would be considered after hearing both the sides.*



*7. The learned Advocate for the Review Petitioner Company informs that he would be out of the Country from 23<sup>rd</sup> February, 2025.*

*8. In view of the above, list this Review Petition on 27<sup>th</sup> February, 2025 at 2:30 p.m.”*

2. The learned Advocate for the Review Petitioner Company submits that the direction of this Court reproduced above, has been honoured and the amount of Rs. 25,00,000/-, has been deposited in this Court.

3. The learned Advocate for the Original Petitioner Employee has vehemently opposed the Review Petition contending that the reasons set out in the order under review, dated 24<sup>th</sup> February, 2022, are self explanatory and it records the circumstances in which the Company did not participate in the hearing of the Writ Petition. She prays that the Review Petition be dismissed with cost.

4. Having considered the submissions of the learned Advocates for the respective sides, there is no dispute that there were certain circumstances in which the learned Advocate for the Review Petitioner Company, was not available before the Court



when the order under review was delivered, on 24<sup>th</sup> February, 2022.

5. Nevertheless, it is a settled position of law that a litigant should not suffer for the mistakes of his Advocate. The Review Petition is the foundation of the request being made by the Company to consider the case of the Company by restoring the Writ Petition, keeping in view that the Labour Court had delivered a final Judgment by answering the reference in the negative thereby upholding the dismissal of the employee by way of punishment on account of proved misconduct.

6. It is in the backdrop of the final judgment and award being adverse to the employee, that the Writ Petition was filed by the employee. The Review Petitioner Company, went unrepresented in the hearing as it's advocate was absent. Moreover, the Review Petitioner Company has proved its bonafide by depositing the amount of Rs. 25,00,000/- in this Court.

7. In such circumstances, the Management needs to be granted an opportunity of hearing in the Writ Petition and that too when the employee had preferred the Writ Petition after an adverse



judgment, post a full-fledged trial before the Labour Court. So also, a litigant cannot suffer for lack of hearing, due to the absence of it's lawyer.

8. I am aware that the clock will have to be turned back by 3 years, by allowing this Review Petition. Hardships suffered by the Petitioner will have to be softened, by imposing reasonable costs on the Management, to be paid to the Employee. This way, equities can be balanced.

9. In view of the above, **the Review Petition is allowed.** The order dated 24<sup>th</sup> February, 2022 passed by this Court, stands recalled and set aside. Writ Petition No. 7817 of 2018 stands restored to it's original stage.

10. Insofar as the cost to be imposed on the Company, I deem it appropriate to quantify cost @ Rs.1,00,000/- per year (total Rs. 3 lakhs). Consequentially, the Petitioner Employee would be at liberty to withdraw Rs. 3,00,000/- out of the amount of Rs. 25,00,000/- deposited by the Employer in this Court. The remainder amount of Rs. 22,00,000/-, will be invested by the



Registry in a nationalized bank, initially for a period of 12 months, in a fixed deposit receipt, subject to the decision in Writ Petition No. 7817 of 2018.

11. Registry to place Writ Petition No. 7817 of 2018, before the learned Single Judge Bench, as per the present roster assignment.

(RAVINDRA V. GHUGE, J.)