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***IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ W.P.(C) 8723/2017

Date of Decision: 27, September, 2017

SMT. RUKMANI DEVI Petitioner
Through: Mr.Kuldeep Gola, Advocate
Versus

S. S. MOTA SINGH MODEL SCHOOL (SENIOR SECONDARY)
...Respondents
Through: Mr.Nakul Sachdeva, Advocate

CORAM:
HON'BLE MS. JUSTICE ANU MALHOTRA

JUDGMENT (ORAL)

1. Vide the present petition the petitioner seeks that the case titled Rukmani Vs. S.S.Mota Singh Model School (Senior Secondary), Case No.3583/2016 before the Presiding Officer Labour Court-X, Karkardooma Courts Complex be directed to be re-heard and that the order/judgment dated 11.5.2017 in the said case be set aside.
2. The proceedings dated 11.5.2017 in ID No.3583/2016, as borne out from the certified copy on the record of the order dated 11.5.2017 indicate that the matter had been settled between the workman and the school, i.e., the petitioner and the respondent herein, wherein the

workman had stated that the matter had been amicably settled with the management for a sum of Rs.50,000/- and her fresh appointment with the management through outsourcing w.e.f. 01.06.2017. The workman had also received a sum of Rs.40,000/- from the management through a cheque dated 06.05.2017 drawn on the AXIS Bank Limited, Meera Bagh, bearing No.201172 drawn in her favour and Rs.10,000/- in cash before the trial court from the management. As per the said proceedings it has also been observed that the workman had no claim left regarding back wages, **continuity of service** or any other consequential benefits from the management and that the management would take the workman in its service .w.e.f. 01.06.2017 through outsourcing and her claim was to be disposed of as satisfied as was submitted on behalf of the workman and that the statement of the workman was also recorded.

3. The statement of Ms.Rukmani (the petitioner herein) recorded by the learned Presiding Officer Labour Court on 11.5.2017 is to the effect:

“The matter has been amicably settled with the management for a sum of Rs.50,000/- and my fresh appointment with the management through outsourcing w.e.f. 01.06.2017. I have received a

sum of Rs.40,000/- from the management through cheque (sic) dated 06.05.2017 drawn on AXIS Bank Limited, Meera Bagh, new Delhi branch bearing no.201172 drawn in my favour, photocopy of the cheque is Ex.C-I and Rs.10,000/- in cash today in the court from the management. Now, I have no claim against the management. I will not claim back wages, continuity of service or any other consequential benefits from the management. I will be taken into fresh employment of the management w.e.f. 01.06.2017 by the management through outsourcing. My claim may be disposed of accordingly, as satisfied.

RO&AC

(SUDESH KUMAR-I)

POLC-X/KKD Courts/Delhi

11.05.2017

*Cheque received.
Rukmani Rukmani
I identify the workman
Ms. Rukani
Kamal Kishore
11/5/17 Ad No.*

4. The said statement specifically indicates that it is signed by the witness who has been duly identified by her counsel who has also signed the said statement. The signatures of Smt.Rukmani on the statement of are below the word ROAC i.e. 'Read Over & Admitted Correct'. It has further been observed vide proceedings dated 11.5.2017 that the principal of the management school has likewise stated to the effect that the matter has been amicably settled with the

workman for a sum of Rs.50,000/- and the fresh appointment of the workman with the management through outsourcing w.e.f. 1.6.2017 and that the management had paid a sum of Rs.40,000/- through cheque and Rs.10,000/- in cash as stated in the statement of the workman was indicated to have been paid with no further claim left for back wages nor for continuity of service nor any other consequential benefits.

5. Vide proceedings dated 11.5.2017 it was thus observed to the effect that the matter had been amicably settled between the parties and the workman would not claim back wages, continuity of service and any other consequential services from the management and the management would take the workman into employment w.e.f. 1.6.2017 afresh through outsourcing and both the parties were to remain bound by their respective statements.

6. The petitioner has submitted that she had actually sought to be reinstated and had not sought a fresh employment through outsourcing and learnt of the same only on 1.6.2017 that she was to get a fresh service without any consequential benefits of continuity of service and no claim in relation to back wages.

7. An application Misc. No.698/17 is indicated to have been filed before the learned Presiding Officer Labour Court-X, Karkardooma Courts Complex, whereby the applicant i.e., the petitioner herein sought the revival of the claim petition No. 3583/2016 seeking the setting aside of the settlement arrived at on 11.5.2017 submitting to the effect as observed herein above that she had accepted the cash of Rs.10,000/- and a cheque of Rs.40,000/- at the time of recording of the compromise on the assurance that her services would be continued. She further stated that she could not understand the meaning of the word 'outsourcing' and under misrepresentation, she put her signatures on the compromise and that she received notice dated 6.7.2017 from the school in which was asked to join the school through outsourcing w.e.f.1.6.2017 and from that she came to know that she had to join as a fresh appointment through outsourcing and that the workman was a totally uneducated woman and was unable to understand the meaning of the technical word 'Outsourcing' and the meaning of fresh appointment through outsourcing.

8. Vide order dated 10.8.2017, qua the said application Misc. No.698/17, the prayer made on behalf of the applicant/workman i.e.,

the present petitioner was declined observing to the effect that it was a mere after thought and that the AR of the workman Sh. Kamal Kishore was very much present when the statement of the workman as well as the statement of the management regarding the settlement was recorded and the settlement was arrived at.

9. It was further observed to the effect that the workman was fully explained the meaning of outsourcing and she was specifically told that she would be given the job by the school but fresh appointment will be given to the workman through the contractor. The workman was also explained the meaning of the outsourcing by the Court before the workman put her signatures on her statement and the workman was given Rs.50,000/-, i.e., Rs.40,000/- through cheque dated 6.5.2017 and Rs.10,000/- in cash in the presence of her AR Sh. Kamal Kishore.

10. The proceedings dated 11.5.2017 are also indicated to have been reproduced in the proceedings dated 10.8.2017 and it has been categorically observed vide order dated 10.8.2017 to the effect that the workman would not claim back wages, continuity of service or any other consequential benefits from the management and that she would

be taken into fresh employment of the management w.e.f. 1.6.2017 through outsourcing and that the application that had been filed was merely an abuse of the process of law and the prayer made vide the application filed for the revival of the claim petition was thus declined.

11. During the course of the submission made in the present petition, learned counsel for the petitioner has placed reliance upon the proceedings dated 4.5.2017 submitting to the effect that on the date 4.5.2017, an adjournment had been prayed for settlement and the AR of the management had stated that the management was ready to reinstate the workman in service and requested for a short adjournment and the matter had been renotified for settlement, if any, on 11.5.2017 and it was thus submitted on behalf of the petitioner that the petitioner had contemplated that she would be reinstated and that was the ground for her entering into settlement dated 11.5.2017 and that she was not aware of any term of fresh appointment through outsourcing.

12. On behalf of the respondent, it has been submitted by the learned counsel for the respondent in reply to a specific Court query that proceedings dated 4.5.2017 were to the effect of a contemplated

settlement only and that the proceedings dated 4.5.2017 had only renotified the matter for a settlement, if any, and the aspect of the monetary settlement was nowhere mentioned in proceedings dated 4.5.2017 which have ultimately been reflected through the proceedings dated 11.5.2017 and the statement recorded of the workman and also of the management whereby a sum of Rs.50,000/- was further paid apart from the fresh appointment granted through outsourcing w.e.f. 1.6.2017.

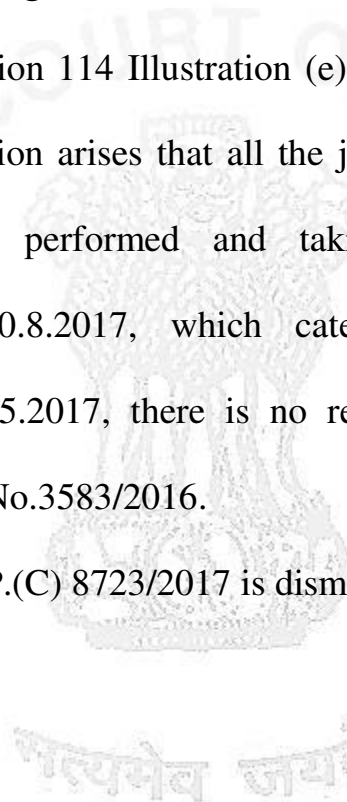
13. A submission is once again made now on behalf of the petitioner that even on the date 11.5.2017, the petitioner was made to understand that she would be taken back into service and the workman would only forego the back wages. Qua the said aspect, it is essential to observe that the proceedings dated 10.8.2017 of the learned Presiding Officer, Labour Court-X categorically explain the proceedings dated 11.5.2017 and vide the said order dated 10.8.2017 in Misc. No.698/17, it has been observed to the effect that

“Workman was fully explained the meaning of outsourcing and she was specifically told that she will not be given the job by the school but fresh appointment will be given to the workman through the Contractor. She was explained the meaning of the outsourcing by the court before the workman

put her signatures on her statement and the workman was given Rs.50,000/- towards full and final settlement of the claim of the workman against the management i.e., Rs.40,000/- through cheque dated 06-05-2017 drawn on AXIS Bank Limited, Meera Bagh, New Delhi branch bearing NO.201172 drawn in favour of the workman and Rs.10,000/- was paid to the workman in cash in presence of Sh.Kamal Kishore, AR of the workman by the management.”

14. In terms of Section 114 Illustration (e) of the Indian Evidence Act, 1872, a presumption arises that all the judicial and official acts have been regularly performed and taking into account the proceedings dated 10.8.2017, which categorically explain the proceedings dated 11.5.2017, there is no reason to disbelieve the judicial record in I.D. No.3583/2016.

15. The petition W.P.(C) 8723/2017 is dismissed.

 **ANU MALHOTRA, J**

SEPTEMBER 27, 2017/sv