

Court No. - 69

Case :- WRIT - C No. - 46886 of 2000

Petitioner :- M/S Kesarwani Sheetalaya Soroan Allahabad

Respondent :- P.O. Industrial Tribunal I Allahabad And Others

Counsel for Petitioner :- U.C.Kesarwani,Ashish Mishra

Counsel for Respondent :- C.S.C.,Anand Kumar Sinha

Hon'ble Samit Gopal,J.

1. Heard Sri Sarvesh Srivastava, holding brief of Sri Ashish Mishra, learned counsel for the petitioner, Sri Anand Kumar Sinha, learned counsel for the respondent no. 3 and perused the record.

2. The present writ petition has been filed with the following prayer:-

"(a). issue a writ, order or direction in the nature of mandamus directing the respondent no. 1 and 2 not to give effect to the impugned order of reference dated 3.9.1996(Annexure-1) and to set-aside the same.

(b). issue a writ, order or direction in the nature of certiorari calling for the records of Adj. Case No. 64/96 from the Industrial Tribunal (I), respondent no. 1 and to quash its impugned award dated 21.9.1999 published on 7.3.2000 (Annexure-2).

(c). issue any other writ, order or direction that this Hon'ble Court may deem fit and proper in the facts and circumstances of the case.

(d). award cost of the petition to the petitioner"

3. The matter was referred to the Mediation and Conciliation Centre of this Court vide order dated 4.11.2022 passed by Hon'ble The Chief Justice.

4. The matter has been settled between the parties and the settlement agreement dated 15.9.2023 has been drawn between them before the Mediation and Conciliation Centre of this Court.

5. The operative portion of the said settlement agreement in paragraphs 6 and 7 of the same reads as under:-

6). *"The following settlement has been arrived at between the Parties hereto:-*

a) That Shri Suresh Chandra Kesarwani, who is Power of Attorney Holder &

one of the Partner in M/s. Kesarwani Sheetalaya (Petitioner) appear before the Mediation Centre and produced a photocopy of the Power of Attorney executed by all Partners of M/s. Kesarwani Sheetalaya unanimously, which is annexed herewith for kind perusal of this Hon'ble Court.

b) That the parties have settled their dispute on the condition that the petitioner shall pay an amount of Rs. 1,65,000/- (Rupees One Lakh Sixty Five Thousand only) to Shri Kashi Ram (Respondent No. 3).

c) That today i.e. 15.09.2023, the Petitioner has handed over a demand draft bearing no. 255191 dated 13.09.2023 for Rs. 1,65,000/- (Rupees One Lakh Sixty Five Thousand only) drawn on Bank of Baroda in favour of Kashi Ram (Respondent No. 3) and he has acknowledged the receipt of the same as such there remains no dispute between the parties regarding the present matter.

d) That it has also been agreed between the parties that all the cases filed by them against each other regarding present dispute shall be withdrawn by the parties concerned by taking appropriate steps before the Court/authority concerned.

e) That the parties will not file any fresh case against each other in respect of this dispute. They have no claim against each other in future also.

f) That it has been agreed between the parties that they shall not violate the terms and conditions of this settlement otherwise the aggrieved party will be free to take legal recourse.

7.-By signing this Agreement the Parties hereto state that the Civil Misc. Writ-C No. 46886 of 2000 and all disputes and differences in this regard have been amicably settled by the Parties hereto through the process of Conciliation/Mediation."

6. In view of the settlement has arrived between the parties the present petition is allowed. The award dated 21.9.1999 published on 07.03.2000 (Annexure-2) is quashed.

7. No orders as to cost.

Order Date :- 26.10.2023

Vikram

(Samit Gopal,J.)