



CNR: KAHC010075852017

NC: 2026:KHC:53368
WP No. 32299 of 2017

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 25TH DAY OF SEPTEMBER, 2026

BEFORE

THE HON'BLE MR. JUSTICE H.T. NARENDRA PRASAD

WRIT PETITION NO. 32299 OF 2017 (L-RES)

BETWEEN:

M/S BGS GLOBAL HOSPITAL
#67, UTTARAHALLI MAIN ROAD
KENGERRI, BENGALURU -560 060
REP. BY SRI N.S.ANAND VIJAY
CORPORATE LEGAL ADVISOR.

...PETITIONER

(BY SRI. DR. S.V. JOGA RAO., ADVOCATE)

AND:

P SUNDAR
PRINCIPAL SECRETARY
BENGALURU ENGINEERING &
GENERAL WORKERS UNION
#9/1, 4TH FLOOR, 2ND CROSS
MAGADI ROAD, GOPALAPURA
D STREET, BENGALURU-560 023.

...RESPONDENT

(BY SRI. C.N KRISHNA REDDY., ADVOCATE)

THIS WRIT PETITION IS FILED UNDER ARTICLES 226 AND 227 OF THE CONSTITUTION OF INDIA PRAYING TO QUASH THE IMPUGNED AWARD DATED:3.7.2015 PASSED IN REF. NO.5/2014 BY THE HON'BLE I ADDL. LABOUR COURT, BENGALURU AT ANNEXURE-K TO THIS WRIT PETITION AND ETC.

THIS PETITION, COMING ON FOR ORDERS, THIS DAY, ORDER WAS MADE THEREIN AS UNDER:

CORAM: HON'BLE MR. JUSTICE H.T. NARENDRA PRASAD





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ORAL ORDER

1. This writ petition is filed under Articles 226 and 227 of Constitution of India challenging the judgment and award dated 03.07.2015 passed by the Presiding Officer, I Addl. Labour Court, Bengaluru in Reference No.5/2014.

2. As per the directions of this Court, the matter was referred to mediation. Parties have settled the dispute before the Mediation Centre and have filed a Memorandum of Settlement under Section 89 of CPC read with Rules 24 and 25 of the Karnataka Civil Procedure (mediation) Rules, 2005 dated 15.09.2026. The contents of the Memorandum of Settlement reads as under:

"MEMORANDUM OF SETTLEMENT UNDER SECTION 89 OF CIVIL PROCEDURE CODE, 1908 READ WITH RULES 24 AND 25 OF THE KARNATAKA CIVIL PROCEDURE (MEDIATION) RULES, 2005

The above petition is filed by the Petitioner against the Respondent challenging the Judgment and Award dated 03.07.2015 (the 'Impugned Award') passed in Reference No.5 of 2014 by the Hon'ble First Additional Labour Court, Bengaluru. The Labour Court directed



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the Petitioner Management to reinstate the workmen/workwomen as per the list furnished to the Claim Petition. This Hon'ble Court by its Order dated 06.07.2026 referred the above Writ Petition for Mediation for exploring the possibility of settlement. During the course of mediation proceedings, the Petitioner and its Counsels were present before the Mediator. The Respondent, the Secretary of the Union and its Counsel were also present during the Mediation proceedings. Pursuant to settlement talks facilitated by the Mediator, the parties in the above Writ Petition have agreed to settle the dispute as per the terms stated below:

1. The Respondent Union admitted that pursuant to the Order passed by the Labour Court, the Petitioner Management has reinstated 23 workmen/workwomen in its establishment. Out of the 29 workmen/workwomen, one workwomen has retired and two workwomen absconded and four workwomen passed away during the pendency of Writ Petition. The Respondent has furnished the names of LRs of the deceased workwomen and their details are as follows:

(a) Late Mrs. Chitra K. (Sl. No. 24 in List of workmen mentioned in Award dated 03.07.2015) passed away on 27.03.2021 and is represented by her legal representative, Mr. K. Kannan (husband).



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(b) Late Mrs. G. Mamatha (Sl. No. 16 in List of workmen mentioned in Award dated 03.07.2015) passed away on 05.04.2021 and is represented by her legal representatives, Mr. Purushotham (husband) and Mr. P. Harisha (son).

(c) Late Mrs. K. Selví (Sl. No. 20 in List of workmen mentioned in Award dated 03.07.2015) passed away on 22.05.2026 and is represented by her legal representatives Mr. K. Sujith (son) and Mr. K. Ruhul (son).

(d) Late Mrs. Radha (Sl. No. 30 in List of workmen mentioned in Award dated 03.07.2015) passed away on 20.01.2025 and is represented by her legal representatives Mr. Bharathesh Kumar (son) and Mr. Sharat (son).

2. It is agreed between the parties that the Legal Representatives of the deceased workwomen as described as (a) to (d) are not entitled for reinstatement in the Petitioner Management, Organization.

3. The Petitioner agrees and undertakes to pay a sum of Rs. 4,75,000/- (Rupees Four Lakh Seventy Five



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Thousand Only) subject to applicable tax deductions towards back wages and statutory bonus, if applicable, to each workman on or before 15th September, 2026. It is agreed that the reinstated workmen/workwomen are entitled for continuity of service from the date of their joining.

4. The Parties mutually agree that the legal representatives must furnish their original/certified Adhaar cards, death certificates of the deceased work women for verification at the time of executing these terms of settlement. The Respondent agrees to furnish the above identification documents to the Petitioner Management on or before 8th September, 2026. The Respondent also agrees to provide the complete name of the beneficiary matching his or her bank account details and DD payable location (clearance location) for preparing the DDs.

5. It is agreed between the Parties in case of non-payment of Rs. 4,75,000/- (Rupees Four Lakh Seventy Five Thousand Only) as agreed above, the 23 workmen/workwomen are entitled for interest of 6% per annum from the date of the Award passed by the Labour Court till the receipt of the Payment.

6. It is agreed that the reinstated workmen/workwomen are concerned, they shall



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continue to be entitled to their statutory benefits as and when they become due in accordance with law.

7. It is agreed that the reinstated workwoman who subsequently retired, namely, Smt. Jayamma, shall receive Rs.4,75,000/- from the Petitioner Management subject to applicable tax deductions towards back wages and statutory bonus, if applicable.

8. It is agreed that insofar as the workwomen who have absconded from work, namely, Smt. Sowbhagya and Smt. Lalitha, shall submit their respective resignations to the Hospital/Management. Upon submission and acceptance of such resignation, the concerned workman/workwomen shall be entitled to receive:

a. Rs.4,75,000/- subject to applicable tax deductions towards back wages and statutory bonus, if applicable, and

b. statutory benefits payable in accordance with law.

9. It is agreed that any reinstated workman/workwoman who does not desire to continue in the employment of the



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Hospital/Management may leave the organisation in accordance with the applicable procedure. Such a workman may tender his or her resignation and be entitled to:

a. Rs. 4,75,000/- subject to applicable tax deductions towards back wages and statutory bonus, if applicable, and

b. statutory benefits payable in accordance with law, in addition to the aforesaid settlement amount.

10. Except to the extent specifically settled under these Terms, the statutory benefits of the concerned workmen shall be dealt with in accordance with applicable law. Nothing contained herein shall be construed as a waiver of statutory benefits which are expressly preserved under this Settlement.

11. Upon receipt of the agreed settlement amount of Rs. 4,75,000/- subject to applicable tax deductions, the concerned workman or workwomen, in the case of a deceased workman/workwomen, the legally entitled legal representative(s), shall acknowledge that the claim towards back wages and including statutory bonus, if applicable covered by this settlement stands fully and finally settled.



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12. COOPERATION BETWEEN THE PARTIES

The Parties agree to cooperate with each other and execute all necessary documents and take all necessary procedural steps for giving effect to this Settlement. In particular, the Union/Workmen/Workwomen shall cooperate in furnishing the necessary details and documents relating to the concerned workmen/workwomen and the legal representatives of deceased workwomen.

13. NO FURTHER CLAIM

Subject to full implementation of this Settlement, the concerned workmen/workwomen legal representatives shall not raise any further claim against the Hospital/Management, either in respect of the back wages or bonus or any other claims of whatsoever nature. All of the inter-related demands, or claims or allegations from the workmen/workwomen/Representatives, of workmen/Legal Representatives/Union made or claimed against the Hospital/Management, with regard to the termination/dismissal of the 29 workmen/workwomen done in the year 2013, shall hereby stand fully settled and closed under these Terms of Settlement. The workmen/workwomen shall however be entitled to the statutory benefits (i.e., PF / ESI & Gratuity), as each



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of them may be statutorily entitled to, and to be decided by the Hon'ble Court in this regard.

14. VOLUNTARY SETTLEMENT

The Parties confirm that this Settlement has been arrived at voluntarily and mutually, without any coercion, undue influence, threat or misrepresentation.

The Parties acknowledge that they have understood the terms and consequences of this Settlement and agree to abide by the same.

15. This Settlement shall be binding upon the Parties and, in respect of deceased workwomen, upon their legally entitled legal representatives, subject to their lawful entitlement.

16. These terms of settlement constitute the understanding between the Parties with respect to the matters specifically covered herein and shall be read as a complete settlement of the claims covered by the same.

17. The Parties have executed these terms of settlement on the date and place mentioned below in

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HAREKOPPA THIMMANNA GOWDA



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*token of their acceptance of the terms contained
herein.*

*Wherefore it is prayed that this Hon'ble Court to
dispose of this Petition in terms of the Settlement.*

3. In view of the settlement arrived at between the parties before the Mediation Centre, Bengaluru, the writ petition is disposed of in terms of the said settlement.

4. All pending I.As., if any, are disposed of.

Digitally Signed by NARENDRA PRASAD
HAREKOPPA THIMMANNA GOWDA

(H.T. NARENDRA PRASAD)
JUDGE

DM
LIST NO.: 1 SL NO.: 21