



IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 6TH DAY OF APRIL, 2026

BEFORE

THE HON'BLE MR. JUSTICE ANANT RAMANATH HEGDE

WRIT PETITION NO.6298 OF 2021 (L-TER)

BETWEEN:

SRI. RAMESHA I. N.,
D/O NINGE GOWDA,
AGED ABOUT 37 YEARS,
R/A IGGALORE,
VIRUPAKSHIPURA HOBLI,
CHANNAPATTANA TALUK,
RAMANAGARA DISTRICT-562138.

...PETITIONER

(BY SRI. A. J. SRINIVASAN, ADVOCATE)

AND:

MANAGEMENT OF
M/S STUMPP SCHUELES
AND SOMAPPA SPRINGS PVT LTD
REPRESENTED BY ITS MANAGING DIRECTOR
NO.139/2, HOSUR ROAD,
KORAMANGALA,
BENGALURU-560095.

...RESPONDENT

(BY SRI. SOMASHEKAR, ADVOCATE)

THIS WRIT PETITION IS FILED UNDER ARTICLES 226
AND 227 OF THE CONSTITUTION OF INDIA PRAYING TO CALL
FOR THE ENTIRE RECORDS RELATING TO I.D. NO.38/2014 ON
THE FILE OF THE III ADDITIONAL LABOUR COURT BANGALORE
AND QUASH THE AWARD DATED 12.11.2019 PASSED BY THE

Digitally signed
by BELUR
RANGADHAMA
NANDINI

Location: HIGH
COURT OF
KARNATAKA



THIRD ADDITIONAL LABOUR COURT AT BANGALORE IN I.D.NO.38/2014 BY A CERTIFIED COPY OF WHICH IS PRODUCED AS ANNEXURE-Q AND ETC.

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

CORAM: HON'BLE MR. JUSTICE ANANT RAMANATH HEGDE

ORAL ORDER

This petition is filed assailing the award dated 12.11.2019 passed by the III Additional Labour Court, Bangalore in I.D.No.38/2014. In terms of the said award claim was rejected. Hence, the workman is before this Court assailing the aforementioned award.

2. Learned counsel for the petitioner and learned counsel for the respondent jointly submit that the dispute is amicably settled between the parties.

3. The petitioner and authorised representative of the respondent are before this Court.

4. The parties have signed the joint memo and submitted the same before the Court. The joint memo is



also signed by learned counsel for the petitioner as well as learned counsel for the respondent.

5. The terms of the settlement are as under:

- 1) *The respondent management has, on this day paid to the petitioner a sum of Rs.5 lakhs (Rupees five lakhs only), vide cheque No.0099890 dated 10.03.2026 drawn on Kotak Bank, Chamber of Commerce Building Branch, Bengaluru as ex-gratia in full and final settlement of all the claims of the petitioner including his claim towards reinstatement, back-wages, leave encashment, gratuity, compensation in lieu of reinstatement etc.*
- 2) *The petitioner acknowledges receipt of the amount indicated in clause (1) above in full and final settlement of all his claims as ex-gratia in full and final settlement of all the claims of the petitioner including claim towards reinstatement, back-wages, leave encashment, gratuity, compensation in lieu of reinstatement etc.*
- 3) *It is agreed between the parties that this settlement terminates the jural relationship of employer-employee between the petitioner and the respondent management;*
- 4) *It is agreed that the petitioner shall have no more claims whatsoever, either monetary or otherwise against the respondent management in respect of*



services rendered and/or in respect of his non-employment;

- 5) *It is specifically agreed between the parties that the petitioner is not entitled to reinstatement, or reemployment or fresh employment in the respondent company or any of its sister concerns;*
- 6) *It is also agreed that payment of Rs.5 lakhs is in addition to a sum of Rs.2 lakhs (Rupees two lakhs) already paid by the respondent management to the petitioner, vide cheque No.47691 dated 22.09.2014 and encashed by the petitioner on 20.12.2014.*
- 7) *Both the parties humbly pray that this Hon'ble Court may be pleased to substitute the award dated 12.11.2019 at Annexure 'Q' in terms of this joint memo and dispose of the writ petition as settled between the parties, in the interest of justice and equity.*

Signed by both the parties on this 6th day of April 2026 at Bengaluru in the presence of their Advocates.

6. After going through the terms of the settlement, this Court does not find any impediment to accept the terms.

7. The petitioner has agreed to receive Rs.7,00,000/- in discharge of his full claim against the



respondent and Rs.2,00,000/- is already paid. In addition to Rs.2,00,000/- already received vide cheque bearing No.47691 dated 22.09.2014 drawn in favour of the petitioner, the respondent has paid Rs.5,00,000/- through cheque bearing No.009890 dated 10.03.2026 drawn on Kotak Bank, Chamber of Commerce Building Branch, Bengaluru, as ex-gratia in full and final settlement of all claims of the petitioner.

8. This Court does not find any impediment to accept the terms of the settlement. The petitioner before the Court also admits that he has entered into settlement voluntarily.

Accordingly, the writ petition is ***allowed***.

The impugned award is substituted in terms of the settlement.

**Sd/-
(ANANT RAMANATH HEGDE)
JUDGE**