



IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 16TH DAY OF MARCH, 2026

BEFORE

THE HON'BLE MR. JUSTICE ANANT RAMANATH HEGDE

WRIT PETITION NO. 5968 OF 2013 (L-RES)

BETWEEN:

SRI M ASHOK KUMAR
S/O LATE ANNAJI RAO,
AGED ABOUT 63 YEARS,
R/AT 'SHANTHIKA'
OLD KENT ROAD,
MUNDAPPA COMPOUND,
PANDESHWARA,
MANGALORE - 575 001.

...PETITIONER

(BY SMT.SHEELA KRISHNA, ADVOCATE)

AND:

1. THE GENERAL MANAGER
KARNATAKA BANK LTD.,
HEAD OFFICE,
KODAILBAIL,
MANGALORE - 575 003.
2. THE CHAIRMAN
KARNATAKA BANK LTD.,
HEAD OFFICE, KODAILBAIL,
MANGALORE - 575 003.

...RESPONDENTS

(BY SRI SOMASHEKAR, ADVOCATE)

THIS WRIT PETITION IS FILED UNDER THE ARTICLES 226 &
227 OF THE CONSTITUTION OF INDIA, PRAYING SET ASIDE AWARD
DATED 16.01.2013 PASSED BY CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT IN CR 16/90 VIDE ANNEX-A BY THE

Digitally signed by
PRAMILA G V
Location: HIGH COURT
OF KARNATAKA



ISSUE OF A WRIT OF CERTIORARI AND OR ANY OTHER SUITABLE
WRIT/ORDER AND ETC.,

THIS PETITION IS 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 16.01.2012 passed by the Central Government Industrial Tribunal - cum - Labour Court, Bengaluru, in C.R. No.16/1990. In terms of the impugned award, the reference is rejected confirming the order of dismissal of the petitioner. Hence, the petitioner is before this Court.

2. Learned counsel appearing for the petitioner and respondents jointly submit that the dispute between the parties is settled and accordingly, a joint memo dated 16.03.2026 is filed reporting settlement.

3. The terms and conditions of the joint memo are as under:

"TERMS OF SETTLEMENT"

- 1) *The respondent management has agreed to pay to the petitioner a sum of Rs.5,00,000/- (Rupees*



five lakhs only) by demand draft No.257952 dated 27.02.2026 for Rs.5,00,000/- drawn in favour of petitioner in full and final settlement of all the claims of petitioner including his claim towards back-wages, gratuity etc.

- 2) The petitioner has agreed to receive the amount indicated in clause 1 above in full and final settlement of all his claims towards back-wages, gratuity etc.*
- 3) It is agreed between the parties that this settlement terminates the jural relationship of employer-employee relationship 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) Both the parties humbly pray that this Hon'ble Court may be pleased to pass an order in terms of this joint memo and dispose of the writ petition as settled between the parties in the interest of justice and equity."*

4. The petitioner, who is based in Mangalore, is appearing through video conference. The representative of respondents no.1 and 2 is present. Learned counsel for the



petitioner and learned counsel for respondents no.1 and 2 are present.

5. The Court has noticed that the petitioner has agreed to receive Rs.5,00,000/- (Rupees Five Lakhs) towards discharge of his full and final claim against the respondents. Learned counsel of the respondents has handed over the demand draft bearing no.257952 dated 27.02.2026 for Rs.5,00,000/- drawn in favour of the petitioner. Learned counsel of the petitioner acknowledges the receipt of the demand draft.

6. The Court does not find any hurdle to accept the terms of the settlement. Accordingly, the terms of the settlement as per joint memo is accepted.

7. With these observations, the petition is ***disposed of*** in terms of the settlement and the impugned award is modified in terms of the joint memo.

SD/-
(ANANT RAMANATH HEGDE)
JUDGE