



IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 10TH DAY OF MARCH, 2026

BEFORE

THE HON'BLE MR. JUSTICE ANANT RAMANATH HEGDE

WRIT PETITION NO. 35764 OF 2018 (L-TER)

BETWEEN:

M/S OSWAL BEVERAGES
BHOLE FARM
HOSAHALLI VILLAGE
VISHWANEEDAM POST
MAGADI ROAD
BENGALURU - 560 091
REPRESENTED BY ITS PROPRIETOR
MR. RAJENDRA BHANSALI.

...PETITIONER

(BY SRI ANAND K.R, ADV.)

AND:

MR. R. MAHESH
S/O RADHAKRISHNA
NO.6, 5TH CROSS, 6TH MAIN
L.N.PUROAM, BENGALURU - 560 021.

...RESPONDENT

(BY SRI V.S. NAIK, ADV., FOR C/R)

THIS WP FILED UNDER ARTICLES 226 AND 227 OF THE CONSTITUTION OF INDIA PRAYING TO QUASH AND SET ASIDE THE IMPUGNED AWARD ANNEX-A DATED 30.4.2018 PASSED BY THE 1ST ADDL. LABOUR COURT, BENGALURU IN I.D.NO. 25/2011.GRANT AN INTERIM ORDER TO STYA THE OPERATION OF THE AWARD ANNEX-A DATED 30.4.2018 PASSED BY 1ST ADDL. LABOUR COURT, BENGALURU IN I.D.NO. 25/2011.

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 30.04.2018. In terms of the said award, the order of termination passed by the second party management on 16.12.2010 is set aside. The I Additional Labour Court directed compensation of ₹25,000/- to be paid for the month from 25.05.2011 to 22.09.2015.

2. The establishment is before this Court assailing the said award. Learned counsel for the petitioner - establishment and learned counsel for the respondent - workman jointly submit that dispute is amicably settled and a joint memo dated 10.03.2020 is filed.

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

"Both parties to the above Writ Petition, having discussed over the mater, have agreed to amicably resolve and settle the same on the following terms:

Terms of Settlement

01. The Petitioner has, on this day paid sum of Rs 75,000/- (Rupees Seventy Five Thousand only) by Cheque No.000639 dated 09/03/2026 drawn on Bank of Baroda Bhagyalakshmi Tower, Kaveri Nagar Branch, Bengaluru 560 079 drawn in favor of Mr. R.



Mahesh, S/o Radhakrishna, the Respondent herein in lieu of the Award Annexure-A dated 30/04/2018 passed in ID No. 25/2011, which is in full and final settlement of all reliefs granted to Respondent in the impugned Award referred herein.

02. *The Respondent Mr R. Mahesh who is present before this Hon'ble Court on identifying himself to his Counsel by attaching copy of his Aadhaar card acknowledges the said sum of Rs 75,000/- (Rupees Seventy Five Thousand only) by Cheque No. 000639 dated 09/03/2026 drawn on Bank of Baroda Bhagyalakshmi Tower, Kaveri Nagar branch, Bengaluru 560 079, in favor of Mr R. Mahesh, S/o Radhakrishna, the Respondent herein in lieu of the Award Annexure-A dated 30/04/2018 passed in ID No. 25/2011, which is in full and final settlement of all reliefs granted to Respondent in the impugned Award referred herein.*
03. *The Respondent acknowledges the said sum of Rs 75,000/- (Rupees Seventy Five Thousand only) by way of settlement, as per the terms of this settlement as against reliefs granted to him under the Award on being fully convinced that the amount received by him as per the terms of this settlement is fair, just, proper and reasonable and therefore seeks for substitution of this settlement in place of the Award Annexure-A dated 30/04/2018 passed in ID No. 25/2011.*
04. *In view of this settlement, which is in full and final settlement of all monetary reliefs that the Respondent would be entitled to in law, the Respondent confirms that no other amount is due to him by his employer i.e. the Petitioner herein under any head of account and hence confirms this settlement to be in full and final settlement of all reliefs granted to him under the Award Annexure-A dated 30/04/2018.*
05. *The Respondent further confirms that the amount received by him under this settlement being in lieu of reinstatement as well, confirms that no petition is preferred by him questioning rejection of relief of*



reinstatement before this Hon'ble Court and also has no such intentions in future.

06. *In view of this settlement, both parties humbly pray that this Hon'ble Court may be pleased to substitute the Award Annexure-A dated 30/04/2018 passed in ID No. 25/2011, with this settlement, in the interest of justice and equity.*

This settlement is signed on this Tenth day of March, Two Thousand Twenty Six (10/03/2026) at Bengaluru."

4. The joint memo is duly signed by the petitioner and the respondent as well as the respective counsel for the parties. A copy of the cheque for ₹75,000/- agreed to be paid to the respondent is also enclosed.

5. This Court does not find any impediment to accept the terms of the settlement.

6. The respondent, who is present before the Court, also submits that he has voluntarily accepted the compensation offered by the petitioner.



7. Accordingly, the impugned award dated 30.04.2018 at Annexure-A is set aside in terms of the joint settlement.

Sd/-
(ANANT RAMANATH HEGDE)
JUDGE

SA
List No.: 1 Sl No.: 33