



CNR: KAHC010218992026

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 25TH DAY OF AUGUST, 2026

PRESENT

THE HON'BLE MR. JUSTICE D K SINGH

AND

THE HON'BLE MR. JUSTICE H.SHANTHI BHUSHAN

WRIT APPEAL NO. 983 OF 2026 (L-RES)

BETWEEN:

1. S CHANDRAIAH
S/O. SALLAPPA,
AGED 60 YEARS,
R/AT NO.92,
MASTRIPALYA,
4TH BLOOK,
16TH MAIN,
BEHIND CANARA BANK,
KORAMANGALA,
BANGALORE-560 034.

...APPELLANT

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

AND:

1. THE MANAGEMT OF
M/S. FESTO INDIA PVT LTD.,
REP. BY ITS MANAGING DIRECTOR,
PLOT NO.237B,
BOMMASANDRA INDUSTRIAL AREA
BENGALURU-HOSUR ROAD,
BENGALURU-560 099

...RESPONDENT

(BY SRI. PRASHANTH B R., ADVOCATE)

THIS WRIT APPEAL IS FILED U/S 4 OF THE KARNATAKA
HIGH COURT ACT PRAYING TO ISSUE A WRIT OF CERTIORARI

Digitally
signed by
VASANTHA
KUMARY B K
Location:
HIGH
COURT OF
KARNATAKA



CNR: KAHC010218992026

OR ANY OTHER APPROPRIATE WRIT AND MAY BE PLEASED TO CALL FOR THE ENTIRE RECORDS IN REF No. 4/2015 ON THE FILE OF THE 1ST ADDITIONAL DISTRICT AND SESSIONS JUDGE, BENGALURU RURAL DISTRICT, BENGALURU, ETC.

THIS APPEAL, COMING ON FOR ORDERS, THIS DAY, JUDGMENT WAS DELIVERED THEREIN AS UNDER:

CORAM: HON'BLE MR. JUSTICE D K SINGH
and
HON'BLE MR. JUSTICE H.SHANTHI BHUSHAN

ORAL JUDGMENT

(PER: HON'BLE MR. JUSTICE D K SINGH)

The present intra Court appeal has been filed impugning the judgment and order dated 10.11.2025 passed by the writ Court in W.P.No.51027/2019 (L-RES) instituted by the respondent-Management herein.

2. The writ petition was filed by the respondent-Management impugning the award dated 30.03.2019 passed by the Labour Court in Ref.No.4/2015 whereby the Labour Court directed to reinstate the appellant into his original post with continuity of service and consequential benefits without any back wages. The learned Single Judge however, has set aside the award and allowed the petition.



CNR: KAHC010218992026

3. This appeal has been filed by the workman impugning the judgment and order passed by the learned Single Judge. During the pendency of this appeal, the parties have settled their dispute amicably. They have entered into Memorandum of Settlement which has been placed on record by memo dated 25.08.2016. The terms of the settlement which has been signed by the parties would read as under:-

"TERMS OF SETTLEMENT

- 1. It is agreed that compensation amount of INR 9,50,000/-(Rupees Nine Lakhs Fifty Thousand Only) shall be paid to the Appellant workman towards full and final settlement of all the disputes and claims made in Ref No.4/2015, WP No.51027/2019 and WA No.983/2026, including consequential benefits arising out of resignation dated 08.01.2013 and Award dated 30.03.2019 passed by the 1st Addl. District and Sessions Judge, Bengaluru Rural District, Bengaluru and all other legal benefits, including gratuity, provident fund, bonus, encashment of leave etc.*
- 2. It is submitted that the Appellant workman has agreed to receive compensation amount of INR*



CNR: KAHC010218992026

**NC: 2026:KHC:45796-DB
WA No. 983 of 2026**

9,50,000/- (Rupees Nine Lakhs Fifty Thousand Only) towards full and final settlement of all the disputes and claims made in Ref No.4/2015, WP No.51027/2019 and WA No.983/2026, including consequential benefits arising out of resignation dated 08.01.2013 and Award dated 30.03.2019 passed by the 1st Addl. District and Sessions Judge, Bengaluru Rural District, Bengaluru and all other legal benefits, including gratuity, provident fund, bonus, encashment of leave etc.

- 3. In pursuance of the above, the Respondent Management has paid the Appellant workman compensation amount of INR 9,50,000/- (Rupees Nine Lakhs Fifty Thousand Only) by way of Account Payee Cheque bearing No. 600859 dated 24.08.2026 drawn in favour of S. Chandraiah on HSBC Bank, towards full and final settlement of all the disputes and claims made in Ref No.4/2015, WP No.51027/2019 and WA No.983/2026, including consequential benefits arising out of resignation dated 08.01.2013 and Award dated 30.03.2019 passed by the 1st Addl. District and Sessions Judge, Bengaluru Rural District, Bengaluru and all other legal benefits, including gratuity, provident fund, bonus, encashment of leave etc.*



CNR: KAHC010218992026

4. The Appellant workman agrees that there are no more claims whatsoever against the Respondent Company and that he shall not raise any dispute before any Authorities or Court of law against the Respondent Company.

5. The Appellant workman agrees that he has entered into settlement voluntarily and without force and undue influence and after fully understanding the contents and consequences thereof.

In view of the settlement arrived at, both the parties respectfully pray that this Hon'ble Court may be pleased to dispose of the above WA No.983/2026 in terms of the settlement, in the interest of justice and equity."

4. The learned counsels for the parties as well as the appellant-workman and respondent are personally present before the Court. They have been duly identified by their respective counsel. They have stated that the terms of settlements have been arrived at and entered into without any force, coercion or undue influence, out of their free will. In pursuance to the settlement Account Payee Cheque bearing



**NC: 2026:KHC:45796-DB
WA No. 983 of 2026**

CNR: KAHC010218992026

No.600859 dated 24.08.2026 for a sum of Rs.9,50,000/- has been handed over to the appellant-workman towards full and final settlement of all his dues, claims and entitlement against the respondent.

5. We therefore, ***dispose*** of this writ appeal in terms of the settlement arrived at between the parties.

6. Pending interlocutory applications, if any, stand disposed of.

**Sd/-
(D K SINGH)
JUDGE**

**Sd/-
(H.SHANTHI BHUSHAN)
JUDGE**

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CT:SN
List No.: 1 Sl No.: 11