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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ **CS(OS) 14/2017**

GFK MODE PRIVATE LIMITED

..... Plaintiff

Represented by: Ms. Vatsala Rai,
Ms.Aishwarya Modi,
Advs.

versus

HARI SINGH BISHT

..... Defendant

Represented by: Defendant in person.

CORAM:

HON'BLE MS. JUSTICE MUKTA GUPTA

ORDER

06.09.2017

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CS(OS) 14/2017

1. Parties have settled the matter before the Delhi High Court Mediation and Conciliation Centre on 16th August, 2017. The settlement agreement is duly signed by Shri Mathew Varkey, Director HR of the plaintiff, authorization in whose favour has been filed as Annexure A to the settlement agreement dated 16th August, 2017 arrived at before the Mediation Centre. The settlement agreement is also signed by defendant in person.

2. Mr. Mathew Varkey and Mr. Hari Singh Bisht are present in Court. They affirm the terms of settlement arrived between the parties as under:

“A. It is agreed between the parties that the First Party will make a payment of ₹4,25,000/- (Rupees Four Lakhs

and Twenty Five Thousand Only) as ex-gratia payment ("Quantum") and issue a letter of experience by the First Party to the Second Party which shall be handed over in the Hon'ble Court at the time of giving the draft amount to the Second Party. That besides the Second Party will waive/ relinquish all claims, rights, entitlements as against the First Party, its employees, clients and business affiliates within the First Party's Group of companies, whether past, present or future, of whatsoever nature, on the terms and conditions set forth in this Settlement Agreement.

B. The amount shall be disbursed in the following way:-

i. An amount of ₹2,00,000/- (Rupees Two Lakhs Only) shall be paid by way of a Demand Draft in the name of the Second Party i.e. Hari Singh Bisht by the First Party at the time of the Second Party withdrawing his claim in the Labour Court, Karkardooma Court, Delhi, as against the First Party on the next date of hearing. The Second Party shall withdraw the case unconditionally and with an undertaking not to pursue or file in future any claim against the First Party.

ii. The Balance amount of ₹2,25,000/-(Rupees Two Lakhs Twenty Five Thousand Only) shall be paid by way of a Demand Draft in the name of the Second Party i.e. Hari Singh Bisht by the First Party at the time of the hearing in the present suit before the Hon'ble High Court along with the letter of experience in favour of the Second Party by the First Party, so that the present suit may be decreed in the terms of the present Settlement Agreement with the permission of the Hon'ble High Court.

C. That the Second Party hereby undertakes, states, accepts and agrees that the aforesaid quantum is in full satisfaction of all claims, present and future and of

whatsoever nature as against the First Party. Furthermore he undertakes to withdraw and/or forebear to lodge any and/or all allegations and/or claims which he may have had towards the First Party and/or its employees, clients and business affiliates within the First Party's Group of companies before any court or tribunal or any quasi-judicial body which the Second Party has or has caused to be initiated against the First Party and/or its employees, clients and business affiliates within the First Party's Group of companies.

D. The Second Party has stated that he has deleted and/or returned all the confidential information in his possession pertaining to the First Party and/or its employees, clients and business affiliates and further undertakes that he will not share any confidential information while he obtained during the course of his employment pertaining to the First Party or any of its employees, clients and business affiliates within the First Party's Group of companies or use any documents or information he may still have in his possession inadvertently with any person specifically so after the execution of this Settlement Agreement. The Second Party further undertakes that he will not contact the First Party and/or its employees, clients or business affiliates in respect to any information pertaining to the First Party.

E. The parties inter-se shall not make any disparaging statements under any circumstances against each other or their families, business associates, clients etc. For this purpose disparaging statements means any communication, written or oral, which could directly or indirectly result in the dilution of the fair name, integrity and goodwill or either of the Party's report whether intentionally or otherwise including through social media, internet etc.

F. The First Party shall be deemed to have discharged and extinguished all duties, liabilities and

obligations towards the Second Party and the Second Party shall have no rights or claim(s) of whatsoever nature outstanding against the First Party for any matter under or in connection with the termination of his service or otherwise and the Second Party agrees that the present payment of ₹4,25,000/- (Rupees Four Lakhs Twenty Five Thousand Only) is being made only as an ex-gratia payment and does not in any manner reflect of any liability of the First Party to make the present payment and furthermore the Second Party undertakes that his assigns, heirs, representatives (in whatever capacity) and successors shall not dispute the validity of the Settlement Agreement or any part thereof.

G. The First Party undertakes on behalf of its employees that nobody in the capacity of First Party's employee/ representative in any matter related to the First Party, will after the signing of this Settlement Agreement contact the Second Party or any of his family members via any mode of communication.

Both the parties undertake that neither of them nor their families and/or relatives/ employees would initiate any complaint or case inter se between the parties or their relatives, friends, families qua the said dispute and in case, any case or complaint with regard to the said dispute, if any, pending before any Court of law or any forum/authority/agency/police station etc. whether known or not known to either of the parties within any part of India or abroad, the parties undertake to withdraw the same unconditionally and also not file any fresh complaint in any court of law or any forum/agency/authority/police station etc. in future anywhere in India or abroad.

Both the parties also undertake that they will not interfere in each others' lives after the signing this Settlement Agreement through any media including social media/ internet, etc."

3. Balance amount of ₹2,25,000/- through Pay Order No. '050266' dated 25th August, 2017 as agreed by clause B(ii) above and letter of experience dated 17th August, 2017 have been handed over to the defendant in complete satisfaction of all his claims towards the plaintiff who has signed the order sheet in acknowledgement of the agreement noted above and receipt of the amount and certificate.

4. The suit is thus decreed in terms of the settlement arrived at between the parties as noted above. No order as to cost. Decree sheet will incorporate the terms of settlement arrived at between the parties.

5. Since the parties have arrived at a settlement before the Delhi High Court Mediation and Conciliation Centre, Court fee be returned to the plaintiff under Section 16 of the Court Fees Act.

IA Nos. 456/2017, 458/2017 and 1880/2017

Dismissed as infructuous.

MUKTA GUPTA, J.

SEPTEMBER 06, 2017

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