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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **W.P.(C) 7336/2002 & CM APPL. 18535/2017**

VAISH CO-OPERATIVE ADARSH BANK LTD Petitioner

Through Mr. Gulshan Chawla, Advocate with
Mr. Sunil Kumar Jain, DGM of the
petitioner

versus

P.O.,LABOUR COURT-X, N.S.GEHLOT Respondent

Through Mr. H.N. Vashistha, Advocate with
Mr. N.S. Gahlot, R-2 in person.

CORAM:

HON'BLE MS. JUSTICE ANU MALHOTRA

ORDER

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17.05.2017

CM APPL. 18535/2017 & W.P.(C) 7336/2002

The present petition instituted on 14.11.2002 whereby the petitioner M/s. Vaish Co-Operative Adarsh Bank Ltd. assailed the impugned Award dated 08.03.2002 of the Labour Court X, Room No. 42, Karkardooma Courts, Delhi whereby the respondent no. 2 was directed to be reinstated with full back wages with continuity of service was admitted on 05.08.2004. The services of the respondent no. 2 in the instant case were alleged to have been illegally terminated from on 10.07.1989 without following the provision of Section 25F of the I.D. Act and subsequently, the respondent no. 2 was stated to have be retrenched on 19.10.1989 after compliance of Section 25F of the I.D. Act, 1947.

Also during the course of the proceedings, on 10.02.2017, the matter was referred for mediation to the Delhi High Court Mediation and Conciliation Centre and vide the mediation settlement dated 25.04.2017, a

settlement has been arrived at between the parties, in relation to which the statement of Mr. Sunil Kumar Jain, Deputy General Manager of the M/s. Vaish Co-Operative Adarsh Bank Ltd. (the petitioner herein) and that of Mr. N.S. Gahlot, respondent No.2 were recorded separately on 16.05.2017. Both Mr. Sunil Kumar Jain, Deputy General Manager of the M/s. Vaish Co-Operative Adarsh Bank Ltd. and Mr. N.S. Gahlot, respondent No.2 have been duly identified by their respective counsels present in the court.

Pursuant to the mediation settlement Ex.CW1/A arrived at between the parties on 25.04.2017, the settlement terms were to the effect : -

“5. The parties hereto confirm and declare that they have voluntarily and of their own free will arrived at this Settlement Agreement in the presence of the Mediator, the terms and conditions are as under:-

- a. The Petitioner / First Party has agreed to pay a sum of Rs.6,65,000/- (Rupees Six Lakhs Sixty Five Thousand Only) to the Respondent No.2 / Second Party in full and final settlement of all his claims including reinstatement, re-employment, back wages, leave encashment, gratuity, bonus and any other dues in respect of his past employment including his claim in Award dated 8.3.2002 in ID No. 1093/95 being subject matter of writ petition bearing No. No. 7336/02 before Hon’ble High Court of Delhi, against the Petitioner / First Party or its Directors.***
- b. The Second party has agreed to accept a sum of Rs.6,65,000/- (Rupees Six Lakhs Sixty Five Thousand Only) from the First Party in full and final settlement of all his claims including reinstatement, re-employment, back wages, leave encashment,***

gratuity, bonus and any other dues in respect of his past employment including his claim in Award dated 8.3.2002 in ID No. 1093/95 being subject matter of writ petition bearing No. No. 7336/02 before Hon'ble High Court of Delhi, against the Petitioner / First Party or its Directors.

- c. It is agreed between the parties that the payment of Rs.6,65,000/- (Rupees Six Lakhs Sixty Five Thousand Only) shall be made before the Hon'ble High Court of Delhi at the time of recording settlement, by way of Demand draft in the name of Respondent No.2 / Second Party. It is agreed by the Respondent No.2 / Second Party that he shall sign the necessary application and affidavits to be filed before the Hon'ble High Court of Delhi. The First Party shall be entitled to deduct statutory taxes from the payment agreed upon hereinabove.*
- d. That on acceptance of amount as aforesaid, the Second Party shall cease to be the employee of the First Party and shall be deemed to have given up of all his claims including reinstatement, re-employment, back wages, leave encashment, gratuity, bonus and any other dues in respect of his past employment including his claim in Award dated 8.3.2002 in ID No. 1093/95 being subject matter of writ petition bearing No. No. 7336/02 before Hon'ble High Court of Delhi, against the Petitioner / First Party or its Directors.*
- e. That the Respondent No.2 / Second Party shall supply the copy of the Pan Card and Aadhar Card to the Petitioner / First Party*

on or before 30.04.2017.

- f. The Respondent No.2 / Second Party agrees and undertake not to file any further claim/complaints/or proceeding petition against the Petitioner / First Party before any court/ authority.*
- g. Both the parties agree that with the payment of above amount, there remain no dispute between the parties and all the claims of Second Party against the Petitioner / First Party shall stand settled and satisfied fully and finally.*
- h. The Respondent No.2 / Second Party agrees and undertakes to withdraw all the cases, if any, filed till date against the Petitioner / First Party.*
- i. That the Respondent No.2 / Second Party undertakes to withdraw the authorization, if any, given in favour of any Union/Officer Bearers or Advocate and shall withdraw the case(s), if any, filed by any Union/Office Bearer or Advocate on his behalf against the Petitioner / First Party in respect of his past employment, shall be deemed to have been settled, in view of present settlement. Either of the parties shall be free to file copy of this settlement before any Authorities/ Court for passing appropriate order in terms of this settlement.*
- j. Both the parties have agreed to file a joint application before the Hon'ble High Court of Delhi for disposal of the writ petition in terms of settlement, as above.*
- 7. By signing this Settlement Agreement the parties hereto state that they have no further claims or demands against each*

other qua the present writ petition being W.P.(C) No.7336/2002 and all the disputes and differences have been amicably settled by the Parties hereto through the process of Mediation.

8. *That the parties undertake before the Hon'ble Court to abide by the terms and conditions set out in the agreement and not to dispute the same hereinafter in future.*

Thus, in terms of Clause 5(a) of the Ex.CW1/A, a sum of Rs.6,65,000/- had been agreed to be paid by the petitioner to the respondent no. 2 towards full and final settlement of all his claims including reinstatement, re-employment, back wages, leave encashment, gratuity, bonus and any other dues in respect of his past employment including his claim in Award dated 08.03.2002 in I.D. No. 1093/95 being subject matter of writ petition bearing No. 7336/02. Pursuant thereto in view of CM No. 18535/17, the joint application of the parties, the statements of Mr. Sunil Kumar Jain, Deputy General Manager of the M/s. Vaish Co-Operative Adarsh Bank Ltd. and Mr. N.S. Gahlot, respondent No.2 have been recorded as CW-2 and CW-1 respectively on 16.05.2017 as observed here-in-above and a banker's cheque No.204839 dated 15th May, 2017 for a sum of Rs.6,15,640/- was handed over on behalf of the petitioner to the respondent no. 2 (photocopy of the same being Ex.CW1/B). It has further been testified on behalf of the petitioner that the TDS certificate would be handed over to the respondent no. 2 in July, 2017 in relation to the amount of Rs.49,360/- which has been deducted towards payment of taxes.

In terms of the mediation settlement dated 25.04.2017 Ex.CW1/A,

further in terms of clause 5 (d) of the said mediation settlement, it has been stated by the respondent no. 2 on oath on 16.05.2017 that he ceases to be an employee of the petitioner's bank and that he shall be deemed to have given up all his claims including reinstatement, re-employment, back wages, leave encashment, gratuity, bonus and any other dues in respect of his employment including his claim in Award dated 087.03.2002 in I.D. NO. 1093/95 being subject matter of writ petition bearing no. 7336/02.

It has been submitted on behalf of the petitioner on 16.05.2017 that copies of the PAN card and Aadhar Card of the respondent no. 2 have already been handed over to the petitioner by the respondent no. 2.

In view of the statements made on behalf of the petitioner and by the respondent no. 2, who have stated that they have signed the mediation settlement Ex.CW1/A voluntarily and of their own accord without any duress or coercion from any quarter and taking into account that there is nothing to indicate that the same suffers from any illegality, the mediation settlement dated 25.04.2017 Ex.CW1/A is thus accepted and it is directed that the petitioner and respondent no. 2 shall remain bound by the terms thereof.

CM No. 18535/2017 is thus allowed and the W.P.(C) 7336/2002 is thus disposed of in terms of the mediation settlement Ex.CW1/A dated 25.04.2017.

ANU MALHOTRA, J

MAY 17, 2017/mk