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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ W.P.(C) 2859/2014 and CM No.5922/2014 &23656/2015
M/S AKASH INDUSTRIES & ANR Petitioner
Through Mr. Pankaj Tripathi, Adv.

versus

SUNDER LAL Respondent
Through Mr. Anil Sehgal, Adv. alongwith
Respondent in person.

CORAM:
HON'BLE MS. JUSTICE ANU MALHOTRA

ORDER
% **24.07.2017**

Learned counsel for the petitioners submits that the proprietor of M/s. Akash Industries Mr. Mukesh Bansal and the proprietor of M/s. Shri Krishna Industries Ms. Sangeeta Bansal i.e. petitioners no. 1 & 2 respectively have erroneously noted down the next date of hearing as 24.08.2017 instead of 24.07.2017 and thus they are not present today. Learned counsel for the petitioners in reply to a specific Court query further submits that he is the duly authorized counsel for the petitioners no. 1 & 2 and has identified the signatures of the proprietors of petitioners no. 1 & 2 on the vakalatnama filed by him. Learned counsel for the petitioners in reply to a specific Court query further submits that he has instructions to make the statement on behalf of the petitioners no. 1 & 2 in relation to the Mediation Settlement Agreement dated 02.05.2017 placed on record.

In view of the said submissions made by the learned counsel for the petitioners, it is considered appropriate to record the statement of the learned

counsel for the petitioners on behalf of the petitioners no. 1 & 2 and the statement of the respondent Sunder Lal s/o Sh. Bipat Ram in relation to the Mediation Settlement Agreement dated 02.05.2017 in the instant case. Thus, the statement of the respondent Sunder Lal s/o Sh. Bipat Ram has been recorded as CW1 and statement of Sh. Pankaj Tripathi, learned counsel for the petitioners no. 1 & 2 has been recorded as CW2 in relation to the Mediation Settlement Agreement dated 02.05.2017 entered into between the parties exhibited as Ex.CW1/A.

Vide the present petition filed by M/s. Akash Industries and M/s. Shri Krishna Industries through its proprietors Mr. Mukesh Bansal and Ms. Sangeeta Bansal arrayed as petitioners no. 1 & 2 respectively, the petitioners had sought the setting aside of the Award dated 10.08.2011 of the learned Presiding Officer Labour Court No. IX, Karkardooma Courts, Delhi in I.D. No. 226/10, whereby the Management i.e. the petitioners were directed to reinstate the workmen i.e. the respondent to the present petition and to make payment of his entire back wages alongwith earned wages w.e.f. 01.04.2007 to 21.05.2007 within one month from the date of publication of this Award and in the event of the Management failing to make the said payment alongwith the back wages and earned wages, the Management was to incur simple interest @9% per annum from the date of the Award dated 10.08.2011 till such payment is made.

During the course of the proceedings, vide order dated 07.05.2014 on institution of the petition and subject to the petitioner depositing 50% of the awarded amount within a period of three weeks, notice of the petition was directed to be issued to the respondent and the petitioner was also directed to pay an amount of Rs.15,000/- towards litigation expenses. In terms of the

said order, a sum of Rs.15,000/- towards litigation expenses was paid by the learned counsel for the petitioner to the learned counsel for the respondent on 25.08.2014.

The Office Report on the record indicates that a Demand Draft No. 731286 dated 24.05.2014 for Rs.1,24,000/- drawn on Yes Bank Ltd., 4th Floor, Nehru Centre, Discovery of India Building, Dr. A.B. Road, Worli, Mumbai-400018 had been submitted for obtaining FDR for a period of one year in the name of the Registrar General of this Court in an automatic renewal mode whereupon the FDR dated 03.06.2014 bearing no. 408655 for a sum of Rs.1,24,000/- with interest @9.10 per annum computed to the tune of Rs.1,35,675/- was deposited in the name of Registrar General of this Court, photocopy of which is on the record of the case in Volume-B.

During the course of the proceedings vide proceedings dated 20.04.2017, the parties were referred to Delhi High Court Mediation and Conciliation Centre exhibited as Ex.CW1/A. It has been stated by the respondent to the present petition and by the learned counsel for the petitioners on behalf of the petitioners that the proprietor Mr. Mukesh Bansal of M/s. Akash Industries and Ms. Sangeeta Bansal proprietor of M/s. Shri Krishna Industries i.e. petitioners no. 1 & 2 respectively and the respondent Sunder Lal s/o Sh. Bipat Ram have all signed the Mediation Settlement Agreement dated 02.05.2017 Ex.CW1/A without any duress or coercion from any quarter and they have undertaken to abide by the terms of the Mediation Settlement Agreement dated 02.05.2017 Ex.CW1/A.

As per the Mediation Settlement Agreement dated 02.05.2017 Ex.CW1/A, the Management i.e. petitioners no. 1 & 2 have agreed to pay a sum of Rs.2,50,000/- to the respondent towards full and final settlement of

all his claims including reinstatement, backwages, continuity of service, gratuity, leave wage, bonus, earned wage etc. and out of the agreed sum of Rs.2,50,000/-, a sum of Rs.1,26,000/- has been paid by the petitioners to the respondent on 02.05.2017 during the course of the Mediation Settlement proceedings in W.P. (C) 2859/2014 qua which the respondent has testified in his testimony before this Court that he has already received the same.

It was also agreed between the petitioners and the respondent in terms of the Mediation Settlement Agreement dated 02.05.2017 Ex.CW1/A that the sum of Rs.1,24,000/- deposited with the Registrar General of this Court in terms of the orders of this Court alongwith interest thereon had been agreed to be released to the respondent. It was also stated on behalf of the petitioners and by the respondent in person that on receipt of the sum of Rs.1,24,000/- deposited by the petitioner with the Registrar General of this Court alongwith interest thereon by the respondent, there would be no claims left between the parties in relation to W.P. (C) 2859/2014. It was also stated by the learned counsel for the petitioners on behalf of the petitioners and by the respondent in person (who has produced the proof of his Election I. Card No. DL/06/062/063016 in the form of identification, photocopy of which has been taken on record) that they have made their statements in this Court without any duress or coercion from any quarter.

On a perusal of the Mediation Settlement Agreement dated 02.05.2017 Ex.CW1/A and the statement made by the learned counsel for the petitioners at bar and that he is duly authorized to file his vakalatnama on record and that the statement made by the respondent in person, who is also represented by his counsel, there is no reason to disbelieve the statement made by learned counsel on behalf of the petitioners and the

statement made by the respondent in person that the Mediation Settlement Agreement dated 02.05.2017 Ex.CW1/A has been arrived at voluntarily between the parties without any duress or coercion from any quarter and that there is nothing on record to indicate any illegality in the said Mediation Settlement Agreement dated 02.05.2017 Ex.CW1/A and thus the Mediation Settlement Agreement dated 02.05.2017 Ex.CW1/A is accepted.

In view thereof and in terms of the Mediation Settlement Agreement dated 02.05.2017 Ex.CW1/A, a sum of Rs.1,24,000/- deposited by the petitioners in the form of FDR in terms of the order dated 07.05.2014 alongwith interest accrued thereon till the date of the release thereof is directed to be released to the respondent by the Registrar General of this Court.

In view thereof, W.P. (C) 2859/2014 is disposed of in terms of the Mediation Settlement Agreement dated 02.05.2017 Ex.CW1/A and no further orders are necessitated thereon.

ANU MALHOTRA, J

JULY 24, 2017/mk