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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ W.P.(C) 4143/2014, CM APPL. 8319/2014, CM APPL. 8321/2014
& CM APPL. 2474/2015
INNOVISION LTD Petitioner

Through Mr. Anil Kumar Senior Manager
(Legal and Compliances) of
petitioner company in person.

versus

RAMGOPAL SINGH Respondent

Through Mr. Raj Roshi, Adv. with
respondent in person.

CORAM:

HON'BLE MS. JUSTICE ANU MALHOTRA

ORDER

% **31.05.2017**

The present W.P.(C) 4143/2014 had been filed by the petitioner assailing the impugned Award dated 17.04.2014 in LIR No. 32/2012 of the Presiding Officer, Labour Court-XIX, Karkardooma Courts, Delhi directing the reinstatement of the workman with full back wages and continuity in service along with other consequential benefits.

Vide proceedings dated 11.04.2017, the parties had been referred to the Delhi High Court Mediation and Conciliation Centre. The report of the Delhi High Court Mediation and Conciliation Centre has been received with the settlement agreement dated 22.05.2017 placed on record.

The statements of Mr. Anil Kumar Senior Manager (Legal and Compliances) of the petitioner's company and of the respondent Mr. Ramgopal Singh, who states that his name is Ramgopal Yadav have been recorded qua which it has been submitted by the Authorized Representative of the petitioner company and the respondent that they

shall abide by the terms of the said settlement agreement dated 22.05.2017.

In terms of clause 1 of Ex.CW1/A, two cheques i.e. cheque no. 100730 of Rs.65,000/- & cheque no. 100729 Rs.1,00,000/- both dated 30.05.2017 both in favour of Ramgopal Yadav (the respondent herein) both drawn on ICICI Bank, Gurgaon, photocopies of which are Ex.CW1/B and Ex.CW1/C have been handed over in original to the respondent Ramgopal Singh @ Ramgopal Yadav today in the Court by the AR of the petitioner company towards full and final settlement of the dispute in the present petition.

The petitioner in terms of clause-4 of Ex.CW1/A undertakes that he shall not claim the refund of Rs.15,000/- paid to the respondent Ramgopal Singh @ Ramgopal Yadav towards litigation expenses and that there are no further claim left between the petitioner and the respondent Ramgopal Singh @ Ramgopal Yadav, which is duly identified by the learned counsel for the respondent present in the court today.

Likewise, the respondent in terms of clause 1 of Ex.CW1/A submits that he has no objection to the petitioner withdrawing the already deposited 50% of the awarded amount in this petition. He further undertakes not to claim any amount towards reinstatement, gratuity, bonus, provident fund etc. beyond the sum of Rs.1,65,000/- which he has received. He undertakes to remain bound by the terms of said mediation settlement agreement dated 22.05.2017 Ex.CW1/A

In view of the above, the said mediation settlement agreement dated 22.05.2017 Ex.CW1/A, which suffers from no illegality and as there is no reason to disbelieve the statements made by CW1 and CW2, is thus

accepted. The parties shall remain bound by the said mediation settlement agreement dated 22.05.2017 Ex.CW1/A The amount of Rs.90,000/- deposited by the petitioner in terms of directions dated 01.12.2014 is allowed to be released to the petitioner by the Registry.

The petition is disposed of.

ANU MALHOTRA, J

MAY 31, 2017/mk