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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **W.P.(C) 6427/2016**

KINGSONS ENGINEERS

..... Petitioner
Through Mr. Rajiv Garg & Mr. Sandeep Banga,
Advocate with Mr. Gurmeet Singh,
authorised representative of the petitioner

versus

VIRENDER SINGH & ANR

..... Respondents
Through Shri Vijay Sharma, Advocate with
respondent No.1 in person

CORAM:
HON'BLE MS. JUSTICE ANU MALHOTRA

ORDER
% **28.08.2017**

The authorized representative of the petitioner and the respondent No.1 are present in person pursuant to the directions dated 22.8.2017 in view of the Mediation Settlement Agreement dated 4.8.2017 entered into between the authorized representative of the petitioner and respondent No.1.

The present petition had been filed by the petitioner assailing the impugned award dated 12.5.2016 of the learned POLC-XVII, Karkardooma Courts, Delhi passed in LIR No.5010/16 awarding a lump sum compensation of Rs.4,50,000/- in favour of the respondent No.1/workman with the direction that in the event of failure of the management from paying the same within one month from the date of

the publication of the award, they would be liable to pay interest at the rate of 9% per annum from the date of the award till realization. On the filing of the present writ petition, in term of order dated 26.7.2016 the petitioner had been directed to deposit 75% of the awarded amount subject to which the operation of the impugned award had been stayed and the petitioner has deposited a sum of Rs.3,37,500/- in the form of two demand drafts i.e. DD No.718972 for a sum of Rs.2,00,000/- drawn on Punjab & Sind Bank, Kirti Nagar, Delhi and DD No.169501 for a sum of Rs.1,37,500/- drawn on Axis Bank, Paschim Vihar, Delhi both dated 20.8.2016. The said amount was kept in an FDR for a period of one year to be put into auto renewal mode on 31.8.2016.

In terms of the Mediation Settlement it has been agreed between the petitioner and the respondent No.1 that the said amount of Rs.3,37,500/- along with interest accrued upon till date on realisation would be released to the respondent No.1 in terms of Clause 6(i) of the Settlement Agreement and thereafter no claim would be left between the parties inter se. The statements of Shri Gurmeet Singh, the authorised representative of Smt. Paramjit Kaur, proprietor of the petitioner and the respondent No.1 in relation thereto have been recorded. Both the authorised representative of the petitioner and respondent No.1 have been duly identified by their learned counsel whose vakalatnamas are on record. There appears no reason to disbelieve the statements made by the authorised representative of the petitioner and respondent No.1 that they have arrived at Mediation Settlement Ex.CW1/A voluntarily on their own

accord without any duress or coercion from any quarter. Signatures of Smt. Paramjit Kaur on Ex.CW1/B had been compared with the signatures on the vakalatnama of the learned counsel for the petitioner and they appeared to tally.

In these circumstances there is no reason to disbelieve that the settlement had been arrived at between the parties voluntarily. The Mediation Settlement Ex.CW1/A dated 4.8.2017 is, thus, allowed and the amount deposited by the petitioner which is now lying in the form of an FDR to the tune of Rs.3,37,500/- along with interest accrued thereon in relation to the FDR dated 31.8.2016 is allowed to be released to respondent No.1 by the Registrar concerned.

In terms of the settlement Ex.CW1/A arrived at between the parties there is no further claim left between them.

The parties shall remain bound by their statements and the settlement agreement.

The writ petition stands disposed of.

ANU MALHOTRA, J

AUGUST 28, 2017

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