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

+ W.P.(C) 11119/2017 & CM APPL. 45447/2017

M/S RANJEET BROTHERS TAXI SERVICES Petitioner

Through: Ms. Shikha Sapra with Mr. Sumit
Chander & Mr. Bharat Chadha,
Advocates

versus

SHRI SATYA PRAKASH SINGH AND ANR. Respondents

Through: Mr. Awadhesh Kumar, Advocate for
workman along with respondent No.1
in person.
Mr. S.K. Sethi, Advocate for R-2

CORAM:

HON'BLE MR. JUSTICE VINOD GOEL

ORDER

% 19.03.2018

1. Settlement agreement dated 06.03.2018 has been received from the Delhi High Court Mediation and Conciliation Centre by which both the parties have resolved and settled their all disputes amicably before the learned Mediator.
2. As per the settlement, the petitioner has agreed to pay a total of Rs. 2,25,000/- to the respondent no. 1. The terms and conditions of the settlement agreement reads as under:-

- a. That the First Party agreed to pay a total amount of Rs.2,25,000/- to the Second Party towards full and final settlement of all the claims including reinstatement in service, back wages, earned wages, gratuity and all other benefits whatsoever past, present and future.
- b. The Second Party has also agreed to accept the total

amount of Rs. 2,25,000/- from the First Party towards his full and final settlement of all his claims including reinstatement in service, back wages, earned wages, gratuity and all other benefits whatsoever past, present and future.

c. That it is also agreed between the parties that the total settlement amount of Rs. 2,25,000/- shall be paid by way of following installments:-

- i. Rs. 25,000/- in cash on 12.03.2018 before the Hon'ble High Court of Delhi.
- ii. Rs. 25,000/- vide Cheque no. 981741 dated 12.03.2018 drawn on Indian Overseas Branch, Karol Bagh, New Delhi.
- iii. Rs. 35,000/- vide Cheque no. 981742 dated 10.04.2018 drawn on Indian Overseas Branch, Karol Bagh, New Delhi.
- iv. Rs. 35,000/- vide Cheque no. 981743 dated 10.05.2018 drawn on Indian Overseas Branch, Karol Bagh, New Delhi.
- v. Rs. 35,000/- vide Cheque no. 981744 dated 10.06.2018 drawn on Indian Overseas Branch, Karol Bagh, New Delhi.
- vi. Rs. 35,000/- vide Cheque no. 981745 dated 10.07.2018 drawn on Indian Overseas Branch, Karol Bagh, New Delhi.
- vii. Rs. 35,000/- vide Cheque no. 981746 dated 10.08.2018 drawn on Indian Overseas Branch, Karol Bagh, New Delhi.

d. The First Party also undertakes that the cheque will be honored on the presentation and shall not be dishonored in any event.

e. The following cases are pending between the parties before various Courts/Tribunals, the details of which are as follows:-

- i. W.P.(C) No. 11119/2017 titled as M/s Ranjeet Brothers Taxi Services vs. Satya Prakash Singh & Anr. pending before the Hon'ble High Court of Delhi.

- ii. An application under Section 33(c)(1) of the Industrial Disputes Act, 1947 for recovery of the Awarded amount in LIR No. 670/17 pending before the Competent Authority in Labour Department at Pusa Institute, Delhi.
- iii. A claim under Payment of Gratuity Act pending before Controlling Authority, Dr. Rati Singh, Asst. Labour Commissioner, Labour Office, Pusa Institute, Delhi filed by the Second Party.
- iv. A claim in regard to earned wages filed by the Second Party pending before Mr. U.K. Sinha, Authority under Shops Act at Pusa Institute, Delhi.

- f. It is further agreed between the parties that all the above cases will stand withdrawn as satisfied. The Second Party shall not file any other claim with respect to any claim relating to employment or unemployment etc. against the First Party in present or in future.
- g. It is further agreed between the parties that the First Party will sign and support the Second Party to withdraw the provident fund deposited with the PF Authority.
- h. That both parties have agreed that the present Writ Petition bearing W.P. (C) No. 11119/2017 may be disposed of in terms of the present Settlement Agreement.
- i. Both parties agree that they will maintain cordial relations with each other and will not cause any nuisance or hindrance in work and the Second Party shall not influence the smooth functioning of the business/employees of the First Party in any manner whatsoever.”

- 3. Learned counsel for the petitioner as also the respondent No.1 and his counsel confirm the Settlement Agreement dated 06.03.2018 which was arrived at before the learned Mediator.
- 4. Pursuant to the settlement agreement, learned counsel for the petitioner has handed over a sum of Rs. 25,000/- in cash and one

cheque No. 981741 dated 12.03.2018 for Rs. 25,000/- and five cheques of Rs. 35,000/- each bearing cheque Nos. 981742 to 981746, drawn on Indian Overseas Branch, Karol Bagh, New Delhi.

5. The petitioner shall ensure that whenever the cheques are presented for encashment within prescribed period, the same shall be honoured.
6. The parties shall remain bound by the terms and conditions of the Settlement Agreement dated 06.03.2018.
7. The petition and CM No. 45447/2017 are disposed of accordingly.

VINOD GOEL, J.

MARCH 19, 2018

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