

\$~

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

Date of Decision:- 13.09.2019

+ W.P.(C) 2456/2019 & C.M.No.11437/2019 (stay)

M/S ANSAL PROPERTIES AND INFRASTRUCTURE LTD.

..... Petitioner

Through Ms.Anubha Singh, Adv.
versus

MS. NEELAM BHUTANI Respondent

Through Mr.Sanjay Verma with Mr.Yogesh,
Advs & respondent in person.

CORAM:

HON'BLE MS. JUSTICE REKHA PALLI

REKHA PALLI, J (ORAL)

1. The present petition preferred under Articles 226 of the Constitution of India assails order dated 16.01.2018 as also the award dated 22.03.2018 passed by the learned Labour Court, Dwarka Courts, Delhi in LIR No.3893/2016 directing the petitioner to pay full back wages to the respondent for the period between 24.10.2011 to 30.11.2014.

2. Vide order dated 22.04.2019, the parties were referred to the Delhi High Court Mediation and Conciliation Centre, where they have arrived at an amicable settlement and have accordingly entered into a settlement agreement dated 24.07.2019. The terms of the settlement as set out in paragraph 7 reads as under:-

“7. The following settlement has been arrived at between the Parties hereto;

a) It is agreed between the Parties that the first party shall pay an amount of Rs.10,50,000/- (Rupees Ten Lakhs Fifty Thousand only) to the second party towards full and final settlement of this very award including interest and leave encashment etc but excluding the claim of gratuity, if any, against the first party.

b) The first party has agreed to pay the aforesaid settlement amount of Rs.10,50,000/- (Rupees Ten Lakhs Fifty Thousand only) to the second party in the following manner:-

(i) Rs. 2,50,000/- (Rupees Two Lakhs Fifty Thousand only) at the time of signing of the present settlement agreement by way of cheque No.898918 dated 23.07.2019 drawn on Yes Bank, Ashok Marg, C Scheme, Jaipur paid before Samadhan.

(ii) The balance amount of Rs. 8,00,000/- (Rupees Eight Lakhs only) shall be paid in four monthly installment of Rs. 2,00,000/- (Rupees Two Lakhs only) each payable on 24.08.2019, 24.09.2019, 24.10.2019 and finally on 24.11.2019.

c. That in case the first party fails to pay any installment, then the first party shall be liable to pay the entire amount of award of Rs. 12,26,796/- with interest @ 9% subject to deduction of amount already paid to the second party till then.

d. It is also clearly understood and agreed by the parties, the first party/management in particular, that the present settlement agreement relates only to the present petition bearing W.P (C) No. 2456/2019 and shall not include the recovery by the second party against the first party/management in terms of award in LIR No. 4149/2015 execution of which is pending before Deputy Labour Commissioner vide Diary No. 1553 dated 25.10.2018.

e. It is further agreed between the Parties that on receipt of the entire settlement amount of Rs. 10,50,000/- by the second party from the first party in five installments, the second party shall be left with no claim with respect to order dated

16.01.2018 and award dated 22.03.2018 in Old ID No. 127/12 LIR No.3893/16 Unique ID 02402C0224622012 passed by Sh. Umed Singh Grewal, Ld.Presiding Officer, Labour Court, POLC-XVII, Dwarka Delhi.

f. It is further agreed by the second party that she shall not make any claim against the second party towards her leave encashment, medical and LTC, if any from the first party, however, it is agreed by the parties that she shall be entitled to make her claim for her gratuity amount as per rules from the first party.

g. That both parties have agreed that the present W.P. (C) 2456/2019 may be disposed off in terms of the present Settlement Agreement.

3. In terms of the aforesaid settlement, the respondent has agreed to accept a sum of Rs.10,50,000/- in full and final settlement of all her claims except gratuity, which is payable to her in accordance with the payment of Gratuity Act, 1972. The settlement further records that the petitioner would pay the agreed sum of Rs.10,50,000/- to the respondent in five instalments of which the first instalment of Rs.2,50,000/- was payable at the time of signing of the settlement agreement and the remaining Rs.8,00,000/- was to be paid to the respondent in four equal monthly instalments of Rs.2,00,000/- each, payable on 24.08.2019, 24.09.2019, 24.10.2019 and 24.11.2019 respectively.

4. Learned counsel for the parties jointly submit that the respondent has already received a sum of Rs.4,50,000/- in terms of the aforesaid settlement agreement. Learned counsel for the petitioner submits that the petitioner will abide by the terms of the settlement

and will pay the remaining three instalments to the respondent on or before the time set out in the settlement.

5. Learned counsel for the petitioner assures the Court that the gratuity payable to the respondent for her service from 09.01.1978 till the date of her superannuation i.e. 30.11.2014 will be released to her within a period of four months from today.

6. The writ petition is, accordingly, allowed by modifying the impugned award to the above extent. The petitioner will abide by the terms of the settlement and accordingly besides paying the remaining amount of Rs.6,00,000/- in instalments in terms of the settlement agreement dated 24.07.2019, will also within a period of four months pay gratuity to the respondent for her service between 09.01.1978 to 30.11.2014.

7. It is made clear that the respondent will not be entitled to make any further claims of any kind whatsoever against from the petitioner and the impugned award would no longer be enforceable.

8. The writ petition along with the pending application is disposed of in the aforesaid terms.

REKHA PALLI, J

SEPTEMBER 13, 2019

sr