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IN THE HIGH COURT OF DELHI AT NEW DELHI

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W.P.(C) 3012/2017 & CM No.6866/2019

M/S PROPERTY GUARDS SECURITY SERVICES PVT LTD

..... Petitioner

Through: Mr.Anuj Tiwari, Adv.

versus

SAHDEV AND ANR

..... Respondents

Through: Mr.Pravin Sharma, Adv. for R-1 with
R-1 in person.

CORAM:

HON'BLE MS. JUSTICE REKHA PALLI

ORDER

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13.02.2019

1. The present petition has been filed by the petitioner/Management impugning the award dated 01.02.2018 whereby the petitioner has been directed to pay a sum of Rs.2,66,968/- to the respondent no.1 towards arrears of his wages.

2. Learned counsel for the petitioner submits that during the pendency of the present petition, the parties have amicably resolved their disputes and have entered into an agreement, the terms whereof have been set out in para 5 of the application. He further submits that the respondent no.1 have agreed to accept a sum of Rs.75,000/- in lieu of all his claims against the petitioner and, therefore, prays that the petition be disposed of in terms of the settlement.

3. The respondent no.1 is present along with his counsel and reiterates the submissions made by the learned counsel for the petitioner and states that he has entered into a settlement with the petitioner out of his own free will and without any coercion of any kind. He also prays that the petition be disposed of in terms of the settlement.

4. Accordingly, the writ petition is disposed of in terms of the settlement as set out in para 5 of the application which is reproduced hereinbelow for the sake of convenience.

“5. Now the parties have agreed to settle the matter on the following terms: -

a) That the Petitioner has agreed to pay and the Respondent No.1 has agreed to receive an amount of INR 75,000/- (Rupees Seventy Five Thousand only) as full and final settlement amount in respect of all its past and present claims, dues, damages, compensation, cost against the Petitioner. The parties herein agree that the aforesaid amount of Rs.75,000/- may be released by this Hon'ble Court to the Respondent No.1 from the amount of Rs.1,45,984/- deposited by the Petitioner with the Ld. Registrar General of this Hon'ble Court in compliance of order dated 10.04.2017 and the balance amount may be released to the Petitioner herein.

b) That the Respondent No.1 undertakes not to raise any objection or claim at any time, if the remaining amount i.e. the amount after deducting Rs.75,000/-, deposited by the Petitioner with the Registrar General of this Hon'ble Court being 50% of the amount awarded by the Labour Court is refunded to the Petitioner with interest. Respondent No.1 also undertakes to fully cooperate with the Petitioner towards release of this amount.

c) That the Respondent No. 1 undertakes to withdraw all the applications, references, complaints, petitions etc filed by the Respondent No.1 directly and/or indirectly through any Labour Union/Association against the Petitioner herein including LIR/1387/2017 titled Sahdev Vs M/s Property Guard Security Service Pvt Ltd pending before Sh. Vijay Singhal POLC-V, Dwarka Courts, Delhi.

d) That the Respondent No.1 herein undertakes not to initiate any legal proceedings in future either directly or indirectly before any court of law or tribunal or quasi-judicial body, Commissioner, Labour Union, against the Petitioner in view of the settlement arrived at between the parties.

e) That the Petitioner undertakes to withdraw the present petition in view of the settlement arrived at between the parties.”

The parties will remain bound by the settlement.

5. At this stage, learned counsel for the petitioner states that vide order dated 10.04.2017, this Court while issuing notice had directed the petitioner to deposit 50% of the awarded amount and the petitioner had accordingly deposited a sum of Rs.1,45,984/- with the Registrar General of this Court. Learned counsel for the respondent no.1 states that the name of respondent no.1 ‘Sahdev’ is depicted as ‘Sahdev Kumar’ in his official documents including his bank account and therefore, prays that the amount be released to him in the name of Sahdev Kumar. Learned counsel for the petitioner has no objection to the said request. The Registry is accordingly directed to forthwith release a sum of Rs.75,000/- to the respondent no.1 by way of cheque/demand draft in the name of ‘Sahdev Kumar’. The remaining

deposited amount along with all accrued interest will be returned to the petitioner.

6. Learned counsel for the petitioner also undertakes to pay litigation expenses to the respondent no.1 as ordered by this Court in the name of 'Sahdev Kumar' within three weeks. It is made clear that the said amount will be paid after the respondent no.1 returns the bank draft issued in the name of Sahdev Kumar already handed over to him.

7. The petition is disposed of in the aforesaid terms along with the pending application. In view of the settlement, the amount awarded will no longer be enforceable.

REKHA PALLI, J

FEBRUARY 13, 2019

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