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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **W.P.(C) 11772/2019 and CM APPL. 48346/2019**

SUNIL WIRE INDUSTRIES PVT LTD Petitioner
Through: Mr. K.K. Rohatgi, Advocate (M:
9810134560).

versus

BISHESHWAR PRASAD Respondent
Through: Mr. Pradeep Kumar, Advocate (M:
9868212643).

CORAM:
JUSTICE PRATHIBA M. SINGH

ORDER
% **12.03.2020**

1. The present petition has been filed challenging the impugned award dated 20th February, 2014 passed by the Id. Labour Court Karkardooma, Court in ID No. 598/2004.
2. The writ petition has been filed in November, 2019 after a substantive delay of 5 ½ years. Ld. counsel for the Petitioner submits that when there is an act of the Court which causes prejudice any party, even delay of this magnitude can be condoned. According to Id. counsel for the Petitioner, great injustice has been done by making the management pay a huge sum, when the amount was not due.
3. Ld. counsel for the Respondent, on the other hand submits that not only is the petition belated, but there has, in fact, been a settlement between the parties in the Executing Court. He relies upon the proceedings of the Mediation centre, Saket Courts, dated 10th July, 2019 passed in *Ex. No. 9439/2016*, titled *Bisheshwar Prasad v. Sunil Wire Industries Pvt Ltd*

wherein a settlement has been arrived at between the parties that a sum of Rs. 4,25,000/- would be paid. The settlement terms, as contained in the said settlement agreement, read as under:-

“1 The second party has agreed to pay to the first party full and final amount of Rs.4,25,000/- (Rupees four lakh twenty five thousand only) towards satisfaction of the first party in connection with the present execution matter under reference.

2 It is agreed between the parties that the above-mentioned settled amount of Rs.4,25,000/- (Rupees four lakh twenty five thousand only) shall be paid in six installments by way of Cash/DD/Cheque/NEFT/RTGS in the following manner;

<i>Installments</i>	<i>Amount</i>	<i>On or before</i>
<i>1st</i>	<i>Rs.50,000/</i>	<i>13.08.2019</i>
<i>2nd</i>	<i>Rs.50,000/</i>	<i>13.09.2019</i>
<i>3rd</i>	<i>Rs.50,000/</i>	<i>14.10.2019</i>
<i>4th</i>	<i>Rs.50,000/</i>	<i>14.11.2019</i>
<i>5th</i>	<i>Rs.50,000/</i>	<i>16.12.2019</i>
<i>6th</i>	<i>Rs.50,000/</i>	<i>16.01.2019</i>
<i>7th</i>	<i>Rs.50,000/</i>	<i>16.02.2019</i>
<i>8th</i>	<i>Rs.50,000/</i>	<i>16.03.2019</i>

3 It is also agreed between the parties that pursuant to the settlement reached between the parties, on realization of the entire settled amount by the first party as agreed above, nothing shall remain due to the parties against each other of whatsoever nature and that the first party will withdraw the present execution matter by making statements before the learned referral court.”

4. The above settlement has been signed by the authorised representative of the management, as also the counsel. Subsequent to the execution of the settlement, ld. counsel for the management appeared before the Court and

made a submission that the settlement was entered into under a mistaken impression and the only amount due was Rs. 15,000/-. Thereafter, the present petition has been filed challenging the original award.

5. Though the writ petition discloses the said settlement, the same is sought to be avoided on the ground that it was entered into under a mistake.

6. This Court has perused the settlement agreement, the award as also the proceedings before the Executing Court. First, this Court of the opinion that no ground has been made out for condoning such an inordinate delay in filing the writ petition. Admittedly, the management was duly represented before the Id. Labour Court, when the impugned award dated 20th February, 2014 was passed. There can be no justification for challenging the award after a lapse of 5 years. Once the order was passed by the Labour Court, if the management was aggrieved by the same, it ought to have challenged it within the time prescribed in law or within a reasonable period. The period of five years cannot be called reasonable by any stretch of imagination and is not just inordinate, but in fact causes frustration to an employee who is waiting for his dues.

7. The provisions of Section 89 CPC are extremely clear. A settlement agreement entered into between the parties has to be given some sanctity. The settlement agreement is duly signed by both the parties i.e. the management and the employee as also their respective counsels. The Id. mediator has also clearly noted in the said agreement itself that the content of the settlement has been explained to the parties even in Hindi and they have understood and signed the same. For whatever reasons, the management has now decided to resile from the said agreement. The Court is not convinced by the stand of the management that the settlement was

entered into under a mistaken impression or under mistake.

8. On both grounds i.e. laches/delay as also in view of the settlement, which has been arrived at, the petition is not liable to be entertained and is accordingly dismissed. The sum of Rs. 2,00,000 /-, which is lying deposited in this Court in terms of order dated 8th November, 2019, shall now be released to the employee within a period of two weeks from today along with any interest which has accrued thereupon. Since the parties had agreed for payment of Rs. 4,25,000/-, the remaining amount of Rs. 2,25,000/-shall now been recovered by the workman, in the execution proceedings, in accordance with law.

9. The writ petition is dismissed in these terms.

PRATHIBA M. SINGH, J

MARCH 12, 2020
MR/RG