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\$~ A-13 (2019)

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

+ **W.P.(C) 11855/2019**

RAJESH KUMAR

..... Petitioner

Through: Mr. L.B. Rai, Advocate.
(M:9810614546)

versus

**GOVARDHAN LAL TREHAN SARASWATI BALMANDIR &
ANR**

..... Respondents

Through: Ms. Swaralipi Debroy and Mr.
Ashutosh Singh, Advocates.

CORAM:

JUSTICE PRATHIBA M. SINGH

ORDER

% **21.10.2021**

1. This hearing has been done through hybrid mode.
2. This matter has been taken up today as 18th October, 2021 was declared holiday.
3. The present petition has been filed challenging the impugned Award dated 6th December, 2018 passed by the Presiding Officer, Labour Court.
4. The Petitioner was working as a driver with the Respondent-School from 28th January, 2009, and his services were terminated by the School on 1st January, 2011.
5. Vide the impugned Award, the termination was held to be illegal. However, lump sum compensation of Rs.85,000/- was awarded in lieu of reinstatement and backwages. The operative portion of the award reads as under:

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“Now coming to the case in hand, it be seen that the services of the workman/claimant has been terminated illegally and unjustifiably by the management. Much time has elapsed since date of his termination, hence, it cannot be presumed that he would remain idle for such a long period. Thus, in such circumstances, I deem it appropriate to grant lump sum compensation to the workman/claimant instead of his reinstatement. Accordingly, I grant a compensation of Rs.85,000/- (Rupees Eighty Five Thousand only) to the workman/claimant instead of his reinstatement and back wages, considering the tenure of his service, damages for delay and resultant litigation. The amount of compensation shall be paid to the workman/claimant within one month from the date when this award becomes enforceable failing which the amount shall carry an interest @ 9% p.a. from the date it becomes due till the time it is realized.”

6. The Workman has challenged this Award, granting lump sum compensation before this Court on the ground that once the termination was held to be illegal, reinstatement ought to have been directed.

7. Admittedly, the Management has not challenged the Award and thus, the findings in respect of illegal termination have attained finality. The only question remains is of the amount of compensation.

8. Today, Id. Counsel for the Workman, along with the Workman in person and Id. Counsel for the Management have appeared and made submissions.

9. After hearing Id. Counsels for the parties, the Workman, who is present in Court is agreeable to accept a sum of Rs.1,50,000/- as lump sum compensation, including the litigation expenses, provided the same is paid

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on or before 1st November, 2021. This amount is acceptable to the Management-School.

10. Considering the consensus and settlement arrived at between the parties, the following directions are issued:

(1) The Respondent- School shall pay a sum of Rs.1,50,000/-, by way of demand draft to the Petitioner/Workman on or before 1st November, 2021. The said demand draft shall be handed over by Id. Counsel for the Respondent to Mr. Rai, Id. Counsel for the Workman.

(2) Upon receipt of the said demand draft and encashment of the same, the disputes between the parties shall stand settled fully and finally, and the Workman will have no further outstanding claims against the Respondent-School.

(3) If there are any statutory PF dues for the period when the Workman had rendered services to the Respondent School, the same shall be liable to be paid in addition to the settlement amount agreed herein.

11. The present petition is disposed of as settled, in the above terms.

Prathiba..
PRATHIBA M. SINGH, J.

OCTOBER 21, 2021/dk/Ak

D-6 14

\$~2(SB) & 3 (SB)

* IN THE HIGH COURT OF DELHI AT NEW DELHI
+ W.P.(C) 11855/2019

RAJESH KUMAR

..... Petitioner

Through: Mr. L. B. Rai, Mr. Kartik Rai, Mr.
Shivam Shukla, Advocates
(M:9810614546)

versus

GOVARDHAN LAL TREHAN SARASWATI BALMANDIR &

ANR

..... Respondents

Through: None

3(SB)

AND

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W.P.(C) 11873/2019

BAMDEV

..... Petitioner

Through: Mr. L. B. Rai, Mr. Kartik Rai, Mr.
Shivam Shukla, Advocates

versus

GOVARDHAN LAL TREHAN SARASWATI BALMANDIR

SENIOR SECONDARY SCHOOL (RECOGNISED)

AND ANR.

..... Respondents

Through: None

CORAM:

JUSTICE PRATHIBA M. SINGH

ORDER

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05.04.2022

1. This hearing has been done through hybrid mode.

CM APPL. 9633/2022 in W.P.(C) 11855/2019

2. This is an application filed by the Petitioner for clarification of the order dated 21st October, 2021. Vide the said order, the petition filed by the Petitioner/Workman seeking backwages was disposed of as settled between the parties upon payment of Rs. 1,50,000/- by the Respondent School. The submission of the Petitioner is that the order dated 21st October, 2021 ought to be clarified to the effect that other benefits in respect of Gratuity, House

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Rent Allowance, LTC, etc, in respect of which proceedings are pending, should also be paid to the Petitioner.

3. On the date when the settlement was recorded by this Court, i.e., on 21st October, 2021 it was the clear understanding between the parties, including the Petitioner, that the settlement was a lump sum settlement of Rs.1,50,000/- to be paid by the Respondent School. Upon receipt of the said amount, the Petitioner was to have no outstanding claims against the Respondent-School. The only exception to this condition was statutory dues such as PF, which were liable to be paid in addition to the settlement amount, as recorded in paragraph 10 (3) of the said order. The relevant paragraph reads as under:

"10. Considering the consensus and settlement arrived at between the parties, the following directions are issued:

(1) The Respondent- School shall pay a sum of Rs.1,50,000/-, by way of demand draft to the Petitioner/Workman on or before 1st November, 2021. The said demand draft shall be handed over by Id. Counsel for the Respondent to Mr. Rai, Id. Counsel for the Workman.

(2) Upon receipt of the said demand draft and encashment of the same, the disputes between the parties shall stand settled fully and finally, and the Workman will have no further outstanding claims against the Respondent-School.

(3) If there are any statutory PF dues for the period when the Workman had rendered services to the Respondent School, the same shall be liable to be paid in addition to the settlement amount agreed herein.

11. The present petition is disposed of as settled, in the above terms"

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4. In view of the aforesaid, it is clarified that upon the payment of settlement amount of Rs.1,50,000/-, no other amounts would be liable to be paid by the Respondent-School, except the statutory dues of Provident Fund and Gratuity for the period during which the Petitioner has rendered services to the Respondent-School. Apart from said amount of Provident Fund and Gratuity, no other amounts would be liable to be paid to the Petitioner.

5. With these observations, the *C.M. Appl. 9633/2022* is disposed of.

CM APPL. 9616/2022 in W.P.(C) 11873/2019

6. This is an application filed by the Petitioner for clarification of the order dated 21st October, 2021. Vide the said order, the petition filed by the Petitioner/Workman seeking backwages was disposed of as settled between the parties upon payment of Rs. 2,05,000/- by the Respondent School. The submission of the Petitioner is that the order dated 21st October, 2021 ought to be clarified to the effect that the other benefits in respect of Gratuity, House Rent Allowance, LTC, etc, in respect of which proceedings are pending, should also be paid to the Petitioner.

7. On the date when the settlement was recorded by this Court, i.e., on 21st October, 2021 it was the clear understanding between the parties, including the Petitioner, that the settlement was a lump sum settlement of Rs.2,05,000/- to be paid by the Respondent School. Upon receipt of the said amount, the Petitioner was to have no outstanding claims against the Respondent-School. The only exception to this condition was statutory dues such as PF, which were liable to be paid in addition to the settlement amount, as recorded in paragraph 10 (3) of the said order. The relevant

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paragraph reads as under:

"10. Considering the consensus and settlement arrived at between the parties, the following directions are issued:

(1) The Respondent- School shall pay a sum of Rs.2,05,000/-, by way of demand draft to the Petitioner/Workman on or before 1st November, 2021. The said demand draft shall be handed over by ld. Counsel for the Respondent to Mr. Rai, ld. Counsel for the Workman.

(2) Upon receipt of the said demand draft and encashment of the same, the disputes between the parties shall stand settled fully and finally, and the Workman will have no further outstanding claims against the Respondent-School.

(3) If there are any statutory PF dues for the period when the Workman had rendered services to the Respondent School, the same shall be liable to be paid in addition to the settlement amount agreed herein.

11. The present petition is disposed of as settled, in the above terms."

8. In view of the aforesaid, it is clarified that upon the payment of settlement amount of Rs.2,05,000/-, no other amounts would be liable to be paid by the Respondent-School, except the statutory dues of Provident Fund and Gratuity for the period during which the Petitioner has rendered services to the Respondent-School. Apart from said amount of Provident Fund and Gratuity, no other amounts would be liable to be paid to the Petitioner.

9. With these observations, **CM APPL. 9616/2022** is disposed of.

Prathiba.

PRATHIBA M. SINGH, J.

APRIL 5, 2022/aman/sk