

\$~A-12 (2019)

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

Date of decision: 8th November, 2021

+ **W.P.(C) 4177/2019 & CM APPL. 18798/2019**

SANJAY BANSAL Petitioner

Through: Mr. Rohit Singha, Advocate.
versus

SH. MUNESH KUMAR AND ANR. Respondents

Through: None.

CORAM:

JUSTICE PRATHIBA M. SINGH

Prathiba M. Singh, J.(Oral)

1. This hearing has been done through video conferencing.
2. None appears for the Respondent.
3. The present petition has been filed challenging the order dated 3rd October 2016 passed by the authority under the Delhi Shops and Establishments Act, 1954, North District, Labour Welfare Centre, Nimri Colony, Delhi. By the impugned order, the authority has directed the Petitioner to pay wages of Rs. 39,039/- along with a penalty/compensation of Rs. 3,903/- to the Respondent- Claimant. The operative portion of the order reads as under:

“That as discussed above, it is held that the applicant is entitled to receive the above payment of due earned wages under the Shops & Establishment Act, 1954. Therefore, in exercise of powers conferred upon this authority by Sub-Section 3 of Section 21 of the Act, Respondent .Sh. Sanjay Bansal, Prop, of M/s. Indian Travels Service, 780,Balliinaran,Chandni Chowk, Delhi-110006 is hereby directed to pay the applicant his due earned wages decided above i.e. Rs. 39,039/- alongwith

penalty/ compensation of 10 % i.e. Rs.3,903/- for not making the payment of earned wages to the applicant in time, within 30 days from the date of this order under intimation to this Authority failing which proceedings to recover the same shall be initiated as per the provisions of the law.”

4. The brief background is that one Shri Munesh Kumar, who is the Respondent No. 1 in this petition, filed a claim against the Petitioner who is the proprietor of M/s Indian Travels Service Regd., 780, Ballimaran, Chandni Chowk, Delhi-110006, on the ground that he had been working as a field worker since 10th January, 1991 and his monthly wages amounting to Rs. 10,000/-, per month, were not paid from 1st January 2016 to 15th April 2016. The said amount was Rs. 39,039/-, which was claimed to have not been paid by the employer, leading to the filing of the said claim before the authority.

5. Vide the impugned order dated 3rd October, 2016, the order extracted above, directing the Petitioner herein to pay the said amount, along with compensation, was passed by the authority. The said award is under challenge in the present petition.

6. The submission of Mr. Rohit Singla, Id. Counsel appearing for the Petitioner, is that the employee had also preferred proceedings under the Industrial Disputes Act, 1947. However, finally, all the disputes were settled vide settlement dated 7th October 2017, and a sum of Rs. 75,000/-, in terms of the terms of the settlement, as recorded in the order, has been paid.

7. A perusal of the records show that mediation proceedings had taken place between the employer and the employee, and the settlement that has been entered into on 7th October 2017, has been recorded before the Delhi

Mediation Centre at the Karkardooma Courts. The relevant paragraphs of the settlement reads as under:

“The mediation process explained to the parties. Single and joint sessions held with the parties. Now, the parties have agreed to settle all their disputes qua the present matter voluntarily and amicably on the following terms and conditions:-

1. It is agreed between the parties that the management shall pay a total sum of Rs. 75,000/- (Rs. Seventy Five Thousand only) to the workman towards full and final settlement of all his claims/ disputes/demands arising out of the present matter including reinstatement, reemployment, back wages, earned wages, leave encashment, compensation, gratuity, bonus & any other statutory dues, if any.

2. It is agreed between the parties that the payment of the settled amount of Rs. 75,000/- shall be made by the management to the workman in the court concerned on 17.10.2017 as per the following schedule:-

a) Rs. 50,000/- (Rs. Fifty Thousand only) shall be paid in cash.

b) Rs. 25,000/- (Rs. Twenty Five Thousand only) shall be paid by way of PDC dated 17.11.2017.

3. It is agreed between the parties that on receipt/realization of the settled amount, in the manner agreed herein above, the workman shall be left with no claim/dues/dispute qua his employment against the management & also in respect of above mentioned case under section 21(5)(b) under The Shops and Establishment Act 1954, and the same also be deemed to be settled by virtue of this settlement and shall not raise any such claim in future.

4. It is agreed between the parties that they have reached the present settlement and signed the same without there being any pressure, coercion or threat or undue influence of any kind and after fully understanding the contents of the same, which have been read over to

them in vernacular dialect.

5. It is agreed between the parties that they undertake to remain bound by the terms and conditions of this settlement.”

8. Pursuant to this settlement, the employee was handed over Rs. 50,000/- in cash and Rs. 25,000 by way of a post-dated cheque. The statement of the employee, affirming the same had also been recorded on 17th October, 2017 by the Presiding Officer, Labour Court- XVI. The said statement reads as under:

“I have settled the matter with both the managements before Ld.Mediator on 07.10.2017 vide mediation settlement Ex.CWI/A which bears my signatures at points A and B. Pursuant to the said settlement, today I received an amount of Rs.50,000/- by way of cash and an amount of Rs.25,000/- by way of PDC dated 17.11.2017 bearing no.978029 from the management. On receiving the total amount of Rs.75,000/-, I am no more willing to proceed with the present case pending before this court. Accordingly my claim stands fully satisfied and. the same may be disposed of as settled/compromised.”

9. Pursuant to the above said statement which was also confirmed by the employer's authorised signatory- Mr. Bansal, the compromise Award was passed by the Labour Court on 17th October, 2017. The relevant portion of the compromise award reads as under:

“5. In their statements workman as well as Manager of management have stated that they have settled the matter with the management before Ld. Mediator on 07.10.2017 vide mediation proceedings Ex.CWI/A bearing their signatures. Pursuant to the settlement workman has received an amount of Rs. 50,000/- by way of cash and an amount of Rs. 25,000/- by way of PDC dated 17.1.2017

bearing no. 978029 from the management. On receiving the total amount of Rs. 75,000/- workman submits that he is no more willing to proceed further with the present case.”

10. The cheque of Rs. 25,000/- however bounced and thereafter, a sum of Rs. 25,000/- was given in cash to the employee, *qua* which, a receipt has been issued and placed on record at Page 58.

11. Thus, as per the settlement, both the claims under the Delhi Shops and Establishments Act, 1954, as also the Industrial Disputes Act, 1947 have been settled by the employee, and the amounts in respect thereof, have already been received.

12. Under these circumstances, since there has been a settlement of the dispute, the impugned order stands satisfied, and no further recovery can be initiated by the employee pursuant to the impugned order. It is made clear that the disputes have been resolved fully and finally, and there shall be no outstanding claim by the employee or the employer under the Delhi Shops and Establishments Act, 1954 or the ID Act.

13. The present petition and all pending applications stand disposed of in the above terms.

PRATHIBA M. SINGH, J.

NOVEMBER 8, 2021/Aman/Ak