

HARSHADA H. SAWANT
(P.A.)

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

WRIT PETITION NO.4606 OF 2023

Ajay Electroplaters

.. Petitioner

Versus

Rajkumar R. Yadav

.. Respondent

.....

- Mr. Shailesh S. Pathak i./by Mr. Ashish Nagwekar, Advocate for Petitioner.
- Mr. T. R. Yadav i./by Ms. Seema K. Chopda, Advocate for Respondent.

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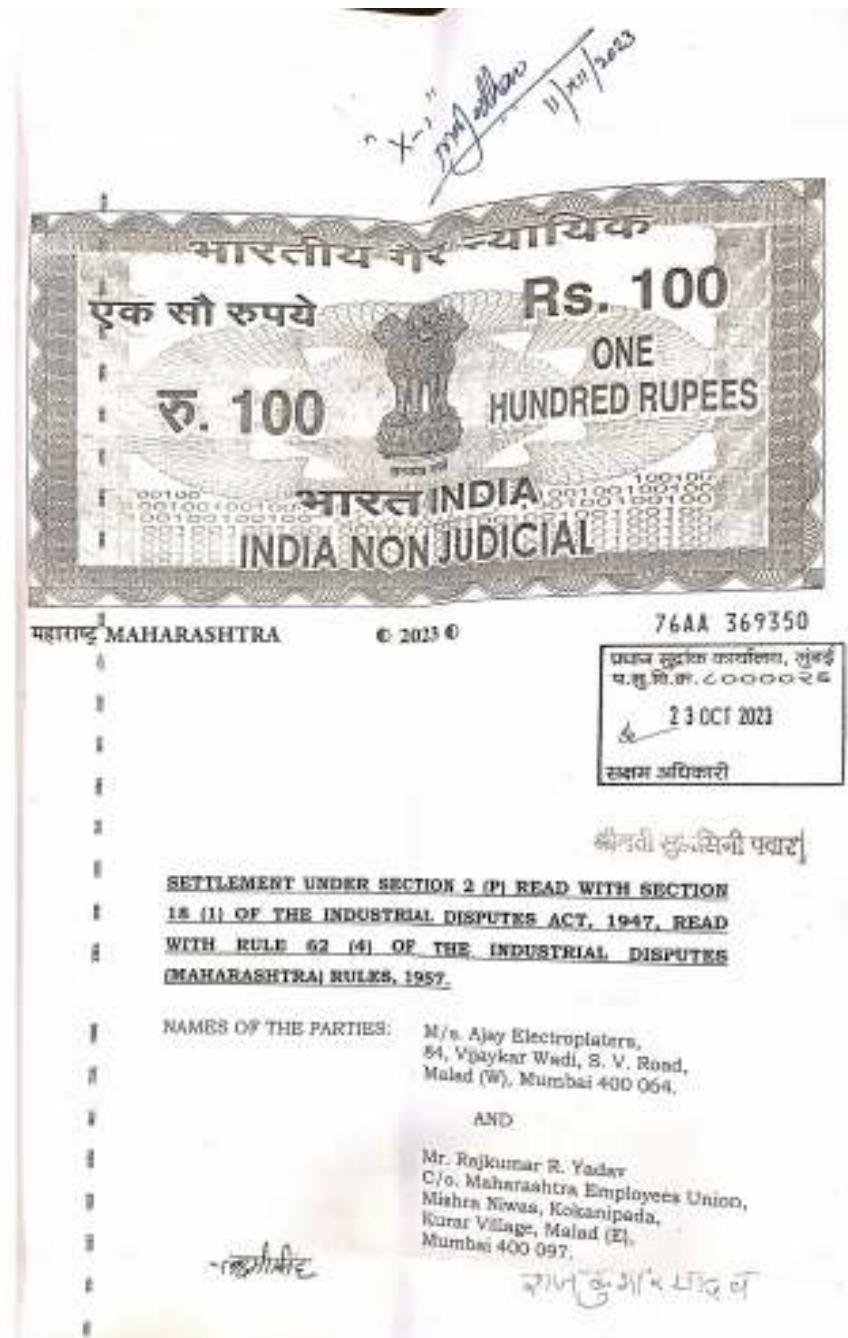
CORAM : MILIND N. JADHAV, J.

DATE : DECEMBER 11, 2023

P.C.:

- 1.** Heard Mr. Pathak, learned Advocate for Petitioner and Mr. Yadav, learned Advocate for Respondent.
- 2.** Both the learned Advocates inform the Court that disputes between the parties have been amicably settled by execution of settlement under Section 2 (P) read with Section 18(1) of the Industrial Disputes Act, 1947 and Rules (for short '**the said Act**') therein.
- 3.** They have placed on record a xerox copy of the settlement dated 02.12.2023 running into five pages which is executed between the parties on a stamp paper of Rs.100/-.
- 4.** That apart, copy of receipt dated 02.12.2023 has also been placed on record.

5. The photostat copy is taken on record and marked "X-1" for identification and the receipt dated 02.12.2023 given by the Respondent – Workman is taken on record and marked 'X-2' for identification.
6. For reference and convenience, the documents 'X-1' and 'X-2' are scanned and reproduced below:-



[illegible]

REPRESENTING THE
CONCERN

: Mr. L. N. SINGH, Proprietor,

REPRESENTING MR.
RAJKUMAR R. YADAV

: Himself

BRIEF BACKGROUND:

Mr. Rajkumar R. Yadav (referred to herein after as "the Workman") raised an Industrial Dispute against M/s. Ajay Electroplaters), (referred to herein after as "the Company") which culminated in the Reference being Reference (IDA) No. 204 of 2016 (referred to herein after as "the Said Reference") before the Hon'ble 11th Labour Court, Mumbai, wherein the said Workman alleged illegal termination / dismissal w.e.f. 09.12.2014 and claimed reinstatement with full back wages and consequential benefits.

The Company filed its detailed Written Statement in the matter refuting and rebutting all the allegations of the Workman and placing the true and correct facts on record contending that there is no employer-employee relationship between M/s. Ajay Electroplaters, and Mr. Rajkumar R. Yadav, i.e. the Second Party Workman and that there was no termination whatsoever. The Labour Court, Mumbai answered the reference in affirmative.

The Company being aggrieved by the said award, challenged by filing the Writ Petition No. 4606 of 2023, before the Hon'ble Bombay High Court against the Award passed by the Hon'ble 11th Labour Court, Mumbai. Meanwhile the said workman has

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Signature

राज कुमार यादव

also filed an application U/a 33(C-2) of Industrial Disputes Act, 1947, being Application (IDA) No. 87 of 2020, thereby praying for execution and implement of Award passed by the Hon'ble 11th Labour Court at Mumbai.

In the meanwhile, the Workman approached the Company stating that he is not interested in working with the Company and requested the management that his matter be settled on a monetary basis. The Company, without prejudice to its contentions in its Written Statement & Writ Petition No. 4606 of 2023 and without setting any precedent, on purely bonafide humanitarian considerations and especially in the light of the current Pandemic acceded to the request made by the Workman for settlement of the matter on monetary basis and arrived at an amicable monetary settlement on the terms and conditions mentioned herein below:

1. It is expressly agreed by and between the Parties that to mutually end the said dispute for industrial peace and harmony, the Company shall pay to the said Workman by way of the present Settlement a total of amount Rs. 2,00,000/- (Rupees Two Lakh Only) through DD / Banker's cheque which the said Workman shall accept without any reservations whatsoever and discharge due receipt thereof, in full and final settlement of all the claims made by him in the said Reference including the claim of legal dues, back-wages, bonus, leave encashment, gratuity and reinstatement etc., or any and every other claim/s of any nature whatsoever.
2. It is agreed by and between the parties that by virtue of the present settlement, the said workman shall not insist for the implementation of the Award dated 05.09.2019 passed by Hon'ble 11th Labour Court, Mumbai and same

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may be treated as amicably settled to the satisfaction of the workman. The said workman shall not initiate any contempt as against the Company for non-compliance of the said Award.

3. It is expressly agreed by and between the Parties that the said Workman, pursuant to the receipt of the above-mentioned Settlement amount of Rs. 2,00,000/-, shall immediately make an Application to the Hon'ble 11th Labour Court, Mumbai in the said application for disposal of the said application which is filed under Sec 33(C-2) of IDA, 1947, as settled between the Parties. So also, Company will withdraw their Writ Petition No. 4606 of 2023, pending before the Hon'ble Bombay High Court.
4. It is expressly agreed by and between the Parties that pursuant to the Settlement of the claims of the said Workman as mentioned more particularly hereinabove, each and every claim raised by the said Workman in the said Reference including the claim of the said Workman pertaining to legal dues, back-wages, bonus, leave encashment, gratuity and reinstatement etc. and/or any and every other claim/s of any nature whatsoever in respect of his employment with the Company are wholly and completely settled, extinguished and abated *in toto* and are settled in full and final against the Company and no further moneys or amounts of whatsoever nature are liable to be received by the said Workman from the Company or liable to be paid by the Company to the Said Workman.
5. It is expressly agreed by and between the parties that in view of this Settlement between the parties, neither the said Workman nor any other person/entity/party shall either individually or severally raise any further disputes or claims of any nature whatsoever whether jointly and/or severally against the Company as regards the said Reference or any other matter in respect of his employment with the Company before any Court or Forum

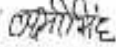
✓ *Signature*

27.11.2023

or any Authority, whether Judicial, Quasi-Judicial or otherwise at any point of time.

MUMBAI

DATED: 02.12.2023


FOR M/s. Ajay Electroplaters

राजकुमार यादव
Mr. Rajkumar R. Yadav

Proprietor

Workman

WITNESSES:


1) Lata R. Mishra


2) K. R. Srinivas

C.C.:

- 1) The Secretary, Industries, Energy and Labour Dept., Mantralaya, Mumbai - 400 032.
- 2) The Commissioner of Labour, Kamgar Bhavan, BKC, Bandra (East), Mumbai-400 051.
- 3) The Conciliation Officer, MIDC Building, Dy. Commissioner of Labour Office, BKC, Bandra (East), Mumbai -400 051.

8-2
 RECEIPT

RECEIVED WITH THANKS from M/s. Ajay Electroplaters, an amount of Rs. 2,00,000/- [Rupees Two Lakh only] vide DD/ Banker's Cheque bearing No. "750764" dated 30.11.2023 drawn on the Bank of Baroda, Malad West Branch, Mumbai -400 064, pursuant to the full and final settlement of all my claims as mentioned in the Memorandum of Settlement dated 02.12.2023 signed between M/s. Ajay Electroplaters, and myself.

I say that pursuant to the receipt of the above-said amount of Rs. 2,00,000/-, all my claims of back-wages, bonus, leave encashment, gratuity and reinstatement etc., and/or any and every other claim/s of any nature whatsoever made as per Award dated 05.09.2019, passed in Reference (IDA) No. 204 of 2016 and/or in respect of my employment with M/s. Ajay Electroplaters, are wholly and completely settled, extinguished and abated in toto and are settled in full and final against M/s. Ajay Electroplaters, and no further moneys or amounts of whatsoever nature are liable to be received by me from M/s. Ajay Electroplaters, or liable to be paid by M/s. Ajay Electroplaters, to me.

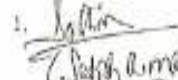
I hereby undertake that neither myself nor any other person/entity/party shall either individually or severally raise any further disputes or claims of any nature whatsoever whether jointly and/or severally against M/s. Ajay Electroplaters, whether by virtue of Award dated 05.09.2019, as regards the said Reference (IDA) No. 204 of 2016 or any other matter in respect of my employment with M/s. Ajay Electroplaters, before any Court or Forum or any Authority, whether Judicial, Quasi-Judicial or otherwise at any point of time.

I say that I received the above numbered cheque and the amount receipt is subject to the realization of the said cheque.

MUMBAI

DATE: 02.12.2023

WITNESSES:

1. 
(*Witness 1*)
2. 
(*Witness 2*)

11/11/2023
 01/12/2023
 [RAJKUMAR R. YADAV]

- 7.** Rights and obligations stated in the settlement are taken as undertaking given to the Court.
- 8.** Order in terms of settlement dated 02.12.2023.
- 9.** Both the learned Advocates inform the Court that in view of the settlement arrived at between the parties, the Writ Petition be disposed of accordingly. Writ Petition is disposed in terms of settlement arrived at between the parties dated 02.12.2023.
- 10.** In view of the above, Writ Petition is disposed.

H. H. SAWANT

[MILIND N. JADHAV, J.]

HARSHADA
HANUMANT
SAWANT

Digitally signed
by HARSHADA
HANUMANT
SAWANT
Date: 2023.12.11
19:03:39 +0530