

**111 IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH**

**CM-165-CWP-2023 in/and
CWP-10782-2016 (O&M)**

Date of decision : 11.01.2023

M/s Taurus Home Furnishing Ltd.

...Petitioner

Vs.

**The Presiding Officer,
Industrial Tribunal-cum-Labour, Gurgaon
and another**

...Respondents

CORAM:- HON'BLE MR. JUSTICE MANOJ BAJAJ

Present: Mr. Pawan Kumar Mutneja, Sr. Advocate with
Mr. Viranjeet Mahal, Advocate
for the applicant-petitioner.

Mr. Ajay Bhardwaj, Advocate for respondent No.2.

MANOJ BAJAJ, J.

CM-165-CWP-2023

This application has been filed by applicant/petitioner under
Section 151 CPC for withdrawal of the main petition.

Learned senior counsel for applicant-petitioner states that the
main writ petition is fixed for hearing on 09.02.2023, but now, the dispute
between the parties has been amicably settled, therefore, he prays that
CM-165-CWP-2023 u/s 151 CPC be treated under Order XXIII Rule 3
CPC.

Notice of the application.

At this stage, Mr. Ajay Bhardwaj, Advocate appears on behalf

of respondent No.2/non-applicant, and does not oppose the prayer.

For the reasons mentioned in the application, the same is allowed and compromise Annexure A-1 is taken on record. On the oral request of learned counsel for the parties, the date of hearing is pre-poned to today.

Main case

Petitioner has filed this writ petition under Article 226 Constitution of India for issuance of a writ in the nature of certiorari seeking quashing the award dated 04.04.2016 (Annexure P-10), whereby workman was held entitled to reinstatement in service with continuity along with full back-wages from the date of termination i.e.15.11.2006 till date of reinstatement.

Learned senior counsel for the petitioner states that during the pendency of this petition, the management has entered into a settlement with workman, who has voluntarily agreed to settle the industrial dispute by accepting a sum of Rs.11,10,000/-. The relevant terms of settlement reads as under:-

“8. Whereas the Parties have agreed as:-

(a) That as per the compromise arrived at between the Parties, it has been agreed by First Party/Workman that towards Full and Final Settlement of all his claims including the reinstatement, Back Wages, Arrears and all other applicable dues/Compensation as well as Past, Present and Future Damages/dues, he hereby agree to receive a lumpsum amount of Rs.11,10,000/- (Eleven Lac Ten Thousand only) in the manner provided herein below and thereafter the Party No.1 shall not have any claim in future against the Party No.2/Company.

(b) That the Parties hereby agree that initially an amount of Rs.50,000/- (Fifty Thousand only) vide cheque No.041025 dated 16.11.22 lumpsum of total settlement amount finalized [11,10,000/- (Eleven Lac Ten Thousand only)] between the Parties shall be given to First Party by Second Party (Company) before the Hon'ble CJM court Gurgaon along with the submission of the copy of this Settlement Deed.

(c) The parties has agreed to withdraw all pending legal proceedings in terms of this Settlement Deed and thus, the balance of Rs.10,60,000/- (Ten Lac Sixty Thousand Only) of the mutually settled amount, shall be paid by the Second Party/Company to the First Party upon withdrawal of all pending legal proceedings viz;
(i) Complaint/case u/s 17-B of IDACT or any other related case.
(ii) CWP-10785-2016
(iii) COMA-143/2016 (At the time of payment of balance payment) pending before Ld.Sh.Anil Kaushik, Ld.CJM and Gurugram by the respective Parties, within a period of three months from the execution of this Settlement Deed.”

Learned counsel for the applicant-petitioner states that the remaining amount as per settlement will be paid to the workman today before the Executing Court as the execution is fixed for today.

The prayer is not opposed by learned counsel appearing on behalf of the respondent No.2.

In view of the above, the award dated 04.04.2016 (Annexure P-10) passed by learned Industrial Tribunal-cum-Labour Court-II, Gurgaon is set aside and it is ordered that the subject reference No.82 of 2007 is decided in terms of the compromise entered into between the parties and their respective rights shall be governed as per the terms and conditions of the compromise.

The writ petition is disposed of.

As the main case is decided, therefore, pending miscellaneous application(s), if any, be treated as disposed of.

11.01.2023

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(MANOJ BAJAJ)
JUDGE

Whether speaking/reasoned :	Yes	No
Whether Reportable :	Yes	No