



2024:010:7041-03



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ LPA 356/2024, CM APPL. 26509/2024 & 26511/2024
M/S AJIT MOTORSAppellant
Through: Mr. A.K. Jha and Mr. Saurav
Yadav, Advs.

versus

NEM SINGHRespondent
Through: Mr. Biswambar Nayak, Adv.
with the respondent in person

CORAM:
HON'BLE MR. JUSTICE C. HARI SHANKAR
HON'BLE DR. JUSTICE SUDHIR KUMAR JAIN

ORDER (ORAL)
08.10.2024

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C.HARI SHANKAR, J

1. The dispute in this appeal stands settled with the intervention of the Delhi High Court Mediation and Conciliation Centre. The Settlement Agreement dated 25 September 2024 is on record. The parties to the Settlement Agreement are represented by learned Counsel and are also present in person. The terms of settlement read thus :

“(a) It has been agreed between the parties that the First Party shall pay a sum of Rs.11,50,000/- (Rupees Eleven Lakhs Fifty Thousand only) towards full and final settlement of all claims of the Second Party except reinstatement with continuity of service as directed by the Labour Court in award dated 02.02.2023.

(b) It has been admitted by the Parties that a sum of Rs.6,50,000/-

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(Rupees Six Lakhs Fifty Thousand Only) have already been paid by the First Party to the Second Party and the same is being acknowledged by the Second Party. Therefore, only Rs.5,00,000/- (Rupees Five Lakhs Only) is to be paid as under:

- a) The First Party has paid and handed over an amount of Rs.3,00,000/- vide cheque bearing no. 000912 dated 24.09.2024 drawn on HDFC Bank, Delhi Cantonment, New Delhi-110010 at the time of signing of the present Settlement Agreement.
- b) The First Party has paid and handed over an amount of Rs.2,00,000/- vide post dated cheque bearing no. 000913 dated 03.10.2024 drawn on HDFC Bank, Delhi Cantonment, New Delhi-110010 at the time of signing of the present Settlement Agreement.

Copy of the cheques are annexed herewith as Annexure B. The Second Party acknowledges receipt of the said cheques.

The First Party agrees and undertakes that the above mentioned cheques shall be honored upon their presentation, in case of default, the First Party shall be liable to pay interest @ 18% per annum on the said default and the Second Party shall be at liberty to take legal recourse as per law.

- (c) It has been agreed between the parties that after encashment of the aforesaid cheques amounting to Rs.5,00,000/- paid to the Second Party, the Second Party shall not make any claim of back wages/litigation expenses etc. with regard to the aforesaid Award dated 02.02.2023, nor shall file any claim, petition, complaint, suit, application etc. against the First Party with regard to his full back wages since 23.10.2017, all consequential benefits from the date of termination till the date of his reinstatement as the Second Party has already been reinstated in his service in continuity of service with all the consequential benefits including statutory benefits that too. This Settlement Agreement shall also settle the all the amount due including interest @ 6% per annum from the date of publication till its realization including cost of litigation of Rs.30,000/-.

- (d) The Second Party undertakes that after encashment of above cheques amounting to Rs.5,00,000/-, he shall not claim full back wages since 23.10.2017, he shall also not claim all consequential benefits from the date of termination till the date of his reinstatement and he shall

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also not claim any amount due including interest @ 6% per annum from the date of publication till its realization including cost of litigation of Rs.30,000/-. The Second Party also undertakes not to raise any dispute against the First Party with regard to benefits awarded to him vide Award Dated 02.02.2023 passed by Ld. Presiding Officer, Labour Court-IX, Rouse Avenue Court Complex, New Delhi in LID No. 126/18. The Second Party admitted that he has already been reinstated by the First Party with continuity of service, therefore, there is no grievance with regard to reinstatement as awarded in Award Dated 02.02.2023.

(e) The Second Party undertakes to withdraw the recovery proceedings bearing SDM/DC/RECOVERY/40/2024/611 Dated 02.04.2024 in terms of the award dated 02.02.2023 pending before the Delhi Cantt, SDM Court at 12/1 Jamnagar House, Shah Jahan Road, New Delhi after encashment of the above mentioned cheques of Rs.5,00,000/-.

(f) Both the Parties shall pray to the Hon'ble Delhi High Court that the present LPA 356/2024 may be disposed off in terms of the present Settlement Agreement, and all claims, including Award dated 02.02.2023, may have been declared as fully satisfied and shall stand modified in terms of the present Settlement Agreement.”

2. The Court has perused the terms of Settlement and find them to be legal and in order.

3. The learned Counsel for the parties undertake on behalf of the respective clients to abide by the terms of Settlement.

4. Accordingly, there is nothing that survives for adjudication in the present appeal, which is disposed of in terms of the Settlement Agreement dated 25 September 2024, by which the parties shall remain bound.

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5. The appeal is disposed of, accordingly.

C.HARI SHANKAR, J.

DR. SUDHIR KUMAR JAIN, J.

OCTOBER 8, 2024/N

Click here to check corrigendum, if any

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