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

+ **W.P.(C) 14706/2022**

MRS BIMLA

.....Petitioner

Through: Petitioner in person

versus

MAHARAJA AGARSAIN PUBLIC SCHOOL

& ANR.

.....Respondents

Through: Mr.Akshit Sachdeva, Advocate with
Mr.Vikas Saini, (Employee of
School)

Mr.gaurav Dhingra, Mr.Shashank
Singh and Ms.Tapasiya Tomar,
Advocates for R-2

CORAM:

HON'BLE MS. JUSTICE JYOTI SINGH

ORDER

% **28.08.2024**

CM APPL. 49127/2024 (For Directions in Terms of memorandum of Settlement)

1. This is a joint application preferred on behalf of the Petitioner and the School for recording settlement between the parties in terms of the Memorandum of Settlement dated 31.7.2024. Relevant part of the Settlement reads as under:

“(b) the Party of the First part also agreed that she shall withdraw the pending writ petition (W.P. (C) 14706/2022) before the Hon’ble High Court and such other litigations or complaints filed by her against the party of the Second Part before any Court or forum, simultaneously with the signing of the present Memorandum of Settlement, unconditionally, without any demur or reservation.

*(c) That the First party shall pay to the second party a total, full and final sum of **Rs. 5,00,000 /- (Rupees Five Lakh Only)** in lieu of all his claims, past or present on account of salaries, allowances, arrears, 6th and 7th, by any name whatsoever called in the Court when he withdraws the pending writ petition.*

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*(d) On receipt of the afore said amount of **Rs.5,00,000/-**, the party of the First Part shall be left with no claim whatsoever, against the party of the Second Part or against any other person/authority/institution, on account of any arrears of salary, allowances, benefits etc., by any name called, in regard to her employment / association with the party of the Second Part. It has further been agreed by party of the First Part that she shall not file any cases in future w.r.t her salary, perks, allowances, retiral benefits etc., or their enhancement, contrary to the present Settlement Agreement arrived at between the parties.*

(e) No claims on account of anything whatsoever, as made by the party of the First Part in any of the Court cases or any of the complaints made to the authorities, shall be agitated or re-agitated by him and all such court cases and complaints shall stand withdrawn”

2. Pursuant to the settlement, a sum of Rs.5,00,000/- stands transferred into the bank account of the Petitioner under RTGS. The proof of the same has been handed over in Court and is taken on record. Petitioner acknowledges receipt of Rs.5,00,000/- in her bank account and submits since the matter has been settled, she wishes to withdraw the writ petition.

3. The writ petition along with the pending application is accordingly disposed of as withdrawn.

JYOTI SINGH, J

AUGUST 28, 2024/sv