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IN THE HIGH COURT OF DELHI AT NEW DELHI

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ARB.P. 1272/2023

AAKASH EDUCATIONAL SERVICES LTD. Petitioner
Through: Ms. Manasi Chatpalliwar, Advocate.

versus

MR. BEERAKA DEVI PRASAD Respondent
Through: Mr. Alakh Alok Srivastava & Mr.
Rishabh Bafna, Advs. (M:
8340240309)

CORAM:
JUSTICE PRATHIBA M. SINGH

ORDER
% **21.03.2024**

1. This hearing has been done through hybrid mode.
2. The Petitioner- Aakash Educational Services Ltd. has filed the present petition under Section 11(6) of the Arbitration and Conciliation Act, 1996 (hereinafter, '1996 Act') seeking appointment of a Sole Arbitrator in terms of Clause 47 of the Service Rules Manual for the Employees (hereinafter, 'the Service Rules').
3. The Petitioner's case is that the Respondent-Mr. Beeraka Devi Prasad, was appointed as a Senior Associate Professor Grade-II in the Chemistry Department on 18th February, 2017, in accordance with the Service Rules. According to the Petitioner, during their tenure, the Respondent had access to study materials prepared by expert faculty, as well as other vital information and records. On 1st August, 2019, the Respondent signed an Undertaking/Receiving, which confirmed and acknowledged receipt of a pen drive from the company, containing academic planners, lecture plans, test



planners, etc. Subsequently, by a letter dated 31st May, 2022, the Respondent tendered his resignation, which the Petitioner did not accept, leading to disputes between the parties. This situation ultimately compelled the Petitioner to issue a notice under Section 21 of the 1996 Act on 12th October, 2022.

4. On 29th January, 2024, the parties were permitted to explore amicable resolution of disputes before the Delhi High Court Mediation and Conciliation Center.

5. The parties in the present case have entered into a settlement vide agreement dated 4th March, 2024 (*hereinafter, 'settlement agreement.'*) The terms of the agreement *inter alia* state that the Respondent has agreed to pay a total sum of Rs. 2,00,000/- to the Petitioner towards full and final settlement of the claims raised by the Petitioner. The Petitioner, subject to the payments stipulated in the settlement agreement, has agreed to furnish the experience certificate to the Respondent for his entire service period.

6. The Court has perused the terms of the settlement agreement. The Court is satisfied that the terms of the settlement are lawful and there is no impediment in recording the same. Accordingly, it is recorded that all parties and any other parties acting for and on their behalf shall be bound by the terms of the settlement agreement.

7. Ld. Counsel for the Petitioner submits that the disputes between the parties have been resolved. This is confirmed by Ld. Counsel for the Respondent.



8. In view of the fact that there are no disputes left for being referred to arbitration, the petition is disposed of as being settled with all pending applications, if any.

9. Parties shall be bound by the terms of settlement.

PRATHIBA M. SINGH, J.

MARCH 21, 2024

mr/rks