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

+ **W.P.(C) 6415/2016**

J.S. YADAV

.....Petitioner

Through: Mr. Ritwik Parikh, Mr. Prateek
Srivastava and Mr. Rajat K. Mittal, Advocates.

versus

**DAV COLLEGE MANAGING COMMITTEE
& ANR**

.....Respondents

Through: Mr. Bheem Sain Jain and Mr. Ayush
Singhal, Advocates for Respondents No.1 and 2
with AR of the Respondent.

**CORAM:
HON'BLE MS. JUSTICE JYOTI SINGH**

**ORDER
28.11.2024**

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1. This writ petition was preferred by Petitioner under Article 226 of the
Constitution of India seeking the following reliefs:

*“1. pay all the arrears of the Petitioner by calculating the same with
admissible increments from the admitted dates of enforcements of the
scales of "Senior Scale (i.e. w.e.f.14.8.1999)" and "Selection Scale
(w.e.f.14.8.2005)" and thereby correspondingly increasing the same from
the "dates of Pay commission benefits (i.e. since 1.1.1996 for Vth Pay
Commission Benefits and since 1.1.2006 for VIth Pay Commission
benefits)" so as to ensure that the corrected final figures of emoluments at
the time of superannuation (i.e. on 30.4.2014) may be treated as the basis
for the calculation of the retiral benefits/entitlements of the Petitioner on
account of gratuity and leave encashment,*

Or in the alternative:-

*Direct the respondents to pay Rs. 56,33,708/- (Rs. Fifty Six Lakhs Thirty
Three Thousand Seven Hundred and Eight only) with 24% interest from
the due dates of the payments.”*



2. During pendency of this writ petition, Petitioner/J.S. Yadav expired and his legal heirs were brought on record. Amended memo of parties has been taken on record.

3. Parties have settled their disputes amicably before the Delhi High Court Mediation and Conciliation Centre and a settlement Agreement dated 25.11.2024 incorporating the terms of settlement has been drawn up, copy of which is on record. As per the terms of settlement, second and third party, which are described in the settlement deed as DAV College Managing Committee and the Director of the DAV College Managing Committee, agreed to pay a sum of Rs. 21 Lakhs in equal proportion to the three legal heirs of Late Shri J.S. Yadav, i.e. the wife and two sons.

4. Legal heirs of Late Shri J.S. Yadav, namely Smt. Kamla Yadav and Sh. Jnanendra are present in Court while Sh. Kaveendra has joined the Court proceedings virtually. They have been identified by their counsel. All the legal heirs submit that in view of this settlement, they wish to withdraw the present writ petition. Three Demand Drafts, all dated 13.11.2024, drawn on Punjab National Bank, New Delhi – Paharganj (Central Delhi) Branch have been handed over and received by Smt. Kamla Yadav and Sh. Jnanendra, who are present in Court, details of which are as follows:-

- (i) Demand Drafts No.354483 and 354480 for Rs.4,69,483/- and Rs.2,30,517/- respectively in favour of Mrs. Kamla Yadav;
- (ii) Demand Drafts No.354485 and 354482 for Rs.4,69,484/- and Rs.2,30,516/- respectively in favour of Sh. Jnanendra; and
- (iii) Demand Drafts No.354484 and 354481 for Rs.4,69,483/- and Rs.2,30,517/- respectively in favour of Sh. Kaveendra.

5. The Demand Draft drawn in favour of Sh. Kaveendra has been



handed over to Smt. Kamla Yadav on the basis of authority letter given by Sh. Kaveendra in favour of his mother Smt. Kamla Yadav. Photocopies of the aforesaid Demand Drafts have been handed over in Court and are taken on record.

6. In view of the settlement between the parties, this writ petition is disposed of as not pressed.

JYOTI SINGH, J

NOVEMBER 28, 2024

B.S. Rohella