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

+ W.P.(C) 4964/2017

SANTOSH HANDA

..... Petitioner

Through: Mr. Kamlesh Kumar with Ms. Tripta
Kamta and Ms. Pooja Saini,
Advocates with petitioner in prosn

versus

MANAGING COMMITTEE OF DAYANAND MODEL
SECONDARY SCHOOL AND ANR

..... Respondents

Through: Mr. Anoop Manocha and Mr. Arjun
Manocha, Advocates

CORAM:

HON'BLE MR. JUSTICE TUSHAR RAO GEDELA

ORDER

09.05.2024

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(The proceeding has been conducted through Hybrid Mode)

CM APPL. 25164/2024

1. This is an application under Section 151 CPC seeking recording out of the Court settlement between the parties.
2. Learned counsel for the petitioner submits that during the pendency of the present petition, both the parties have been able to resolve their disputes amicably. The said terms of settlement have already been reduced into writing *vide* the settlement agreement dated 24.04.2024.
3. For the convenience, the terms of settlement are extracted hereunder:-

“THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties have agreed mutually as follows:



1. That both parties i.e. School and teacher agreed to settle Gratuity, Leave encashment, all dues /Outstanding amount, Pay commission benefits, interests, in full and final settlement of all claims arising out of her service /employment with the school for past, present and future in a sum of Rs. 6,50,000/- (Six Lakh fifty Thousand Only) vide details of cheques are as follows:-

- 1. Cheque no: 000881 dated: 24th April, 2024, amount Rs. 2,00,000 (Two Lakh Only)*
- 2. Cheque no: 000881 dated: 24th April, 2024, amount Rs. 2,00,000 (Two Lakh Only)*
- 3. Cheque no: 000881 dated: 24th April, 2024, amount Rs. 2,00,000 (Two Lakh Only)*

All cheques drawn on ICICI Bank, Vivek Vihar , Branch, Delhi-110095 are given and acknowledged by the teacher.

The Teacher hereby releases and forever discharges including her legal heirs, representative, successors, executors and assignees etc. the School from any kind of all claims, demands, damages, actions, causes of action, or suits of any kind or nature whatsoever, whether known or unknown, arising out of or in any way related to her employment/service.

The teacher withdraws all legal notices and general notices which were sent on behalf of teacher Ms. Santosh Handa to the school as well as to the Directorate of Education and Delhi Government.

The Teacher undertakes that she will withdraw her case filed against Managing Committee of Dayanand Model School vide case no. WPC. No, 4964/2017 in Delhi High Court as settled vide the Settlement agreement.



2. That the parties have agreed to keep the terms of this Agreement strictly confidential and not to disclose it to any third party.

3. That this Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings and agreements between the parties, whether written or oral.

4. That after this agreement both parties i.e. school and teacher are bound by this agreement and shall not file any type of claim/ litigation/notices in future against each other.

5.. That the teacher has signed this agreement after understanding the terms and conditions this settlement agreement for all her benefits of superannuation of her service, without any pressure, coercion, influence from any side in the presence of her peace of mind and she has fully understood that what is wrong and what is right.”

4. The photocopies of the cheques amounting to Rs.6,50,000/- dated 24.04.2024, 24.05.2024 and 24.06.2024 have been placed on record. The cheques have already been handed over to the petitioner in Court.

5. The petitioner is present in person and affirms the receiving of the said cheques and the terms of settlement agreement.

6. The parties are bound by the terms of settlement. Settlement Agreement shall be made part of this order and marked as Ex.S1.

7. In view of above, the application is allowed.

8. The settlement agreement is taken on record and the petition is



permitted to be withdrawn in terms of the settlement agreement.

9. In view of above, the petition is disposed in terms of the settlement and also on the assurance of the respondent-School, that the said cheques will be honoured, as and when presented with bank.

TUSHAR RAO GEDELA, J

MAY 9, 2024/ms