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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**% ***Date of Decision: 22.07.2025***+ **W.P.(C) 1440/2020 & CM APPL. 4975/2020**

LAXMI SANITARY STORE

.....Petitioner

Through: Mr. Bhanu Pant & Mr. Vikram Singh,
Advocates.

versus

SHYAM SUNDER SINGH

.....Respondent

Through: None.

CORAM:**HON'BLE MS. JUSTICE TARA VITASTA GANJU****TARA VITASTA GANJU, J.: (Oral)**

1. The present Petition has been filed on behalf of the Petitioner seeking to challenge an order dated 20.11.2019 [hereinafter referred to as "Impugned Order"] passed by learned Authority under Delhi Shops and Establishment Act, 1954 [hereinafter referred to as "DSE Act"] in a matter bearing No. S&E/SD/182/2014/3479 captioned *Sh. Shyam Sunder Singh v. M/s Laxmi Sanitary Store*.

2. By the Impugned Order, the Respondent/Workman has been awarded a sum of Rs.57,627/- as earned wages along with Rs.3,000/- as compensation and directions have been passed by the learned Authority to make the payment within 30 days.

3. Learned Counsel for the Petitioner submits that the order dated 02.03.2022 passed by the learned Registrar of this Court reflects that service has been effected on the Respondent/Workman both through whatsapp as



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well as speed post at his address, and as per the service report, the Notice has been received.

4. The record reflects that there has been no appearance for several dates on behalf of the Respondent/Workman despite service. None appears for the Respondent/Workman today as well.

5. Learned Counsel for the Petitioner submits that the Impugned Order suffers from an infirmity. It is submitted that the Respondent/Workman had admitted in his cross-examination, which was conducted by the Petitioner on two occasions, that he had received an amount of Rs.10,133/- as full and final settlement of his dues under the employment of the Petitioner. Learned Counsel further submits that the Respondent/Workman had also taken an advance loan in the sum of Rs.3,350/- from the Petitioner.

5.1 Learned Counsel for the Petitioner seeks to rely upon the settlement letter/receipt dated 08.05.2013 which states that the sum of Rs.10,133/- has been accepted by the Respondent/Workman as settlement of his dues. Learned Counsel submits that this document has not been denied by the Respondent in his cross-examination. Reliance, in this behalf, is placed on the cross-examination dated 24.08.2016, which was undertaken before the learned Authority during the proceedings under the DSE Act.

5.2 It is further contended that even after the claim application was filed, an offer for settlement was made by the Petitioner, which was initially accepted and thereafter the Respondent/Workman backed out from the settlement. Thus, it is contended that no payments were due to the Respondent/Workman from the Petitioner.

6. Learned Counsel for the Petitioner further seeks to rely upon Section



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21 of the DSE Act to submit that in terms of sub-Section (2) of Section 21 of the DSE Act, a claim application should be presented within one year from the date the claim of wages was made. It is submitted that the certified copy of the claim reflects that the claim was for a period from 01.04.2013 to 02.06.2013 and also for arrears of August and October, 2010; February and March, 2013; and 01.04.2013 to 02.06.2013. It is contended that the entire claim is barred by limitation, since the claim petition was filed on 16.04.2014.

6.1 Learned Counsel further submits that no application for condonation of delay was made by the Respondent/Workman.

7. As stated above, there is no presence on behalf of the Respondent/Workman despite service.

8. A perusal of the record does reflect that signatures on the settlement letter/receipt dated 08.05.2013 [Ex. MW1/B] have been admitted by the Respondent/Workman in his cross-examination, however, the Settlement has been denied. It is apposite to extract the relevant part of the cross-examination in this behalf:

“S&E/SD/182/2014

08/02/2016

Statement of **Sh. Shyam Sunder** S/o Sh. Bhagwan Dutt Tiwari aged about 56 years R/o H.No. 894/B/8, Main Market, Mehrauli, Near Jahaj Mehal, New Delhi-110030

On S.A.

I tender my evidence by way of affidavit which is exhibited as Ex-WW1/A which bears my signature at Point A and B and copy of action taken report of Labour Inspector exhibited as WW-1.

Cross examination by:- Sh. Bhanu Panth, Advocate for Respondent.

I am a graduate. I have not filed any documents with regard to my



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qualification. I used to work every kind of work such as to give the goods to the customer etc. Except me Sh. Hari Ram and Sh. Umesh were also worked in the shop. My wife and my children are residing in the village. I also visit my native place to meet my family. **I never asked for any advance from the management. It is wrong to suggest that I have taken advance money of Rs. 3350/- in August 2010 to the management.** It is correct that the management used to take my signature on the receipt at the time of receiving salary. I am not aware whether my attendance was taken or maintained their attendance register by the Management. **There was no settlement arrived between me and management during the proceeding of this case. It is correct that the document mark "A" bears my signature at point "x" vide letter dated 18/02/2015.**

[Emphasis Supplied]

8.1 In addition, the factum of additional settlement amount being offered by the Petitioner to the Respondent/Workman on 18.02.2015 has also been denied by the Respondent. The relevant extract of additional settlement dated 18.02.2015 is set out herein below:

“Date: 18.02.2015

The Deputy Commissioner
Labour Department, South Zone
Pushpa Vihar, New Delhi

This is to certify that Shyam Sunder Singh had filed a case against M/s Laxmi Sanitary Store in the court of Astd. Labour Commissioner & Deputy Commissioner Labour Deptt. South Zone Pushp Bhawan New Delhi for non-payment of salary & other.

Now both the parties have agreed to settle the issue in both the courts by getting an amount of Rs. 25000/- (Rs Twenty five thousand only) vide cheque No.906339 dated 18/02/2015 drawn in favour of Sh. Shyam Sunder Singh.

Sd/-

[Signature] ‘Mark A’

(Laxmi Sanitary Store)”

[Emphasis Supplied]

9. Clearly, the Respondent/Workman has admitted to his signatures on both the documents and has also not denied the receipt of Rs.10,133/-. The true translated copy of settlement letter/receipt dated 08.05.2013 containing



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the Respondent/Workman's acknowledgment of receiving Rs. 10,133/- is set out herein below:

Sd/-

TRUE TRANSLATED COPY OF RECEIPT DATED 08.05.2013

I received Rs. 10,133/- cash on 08.05.2013 @ Rs. 266.66 for 38 days. I received full payment.

Sd/-

[Empasis Supplied]

10. The learned Authority has however held that he is rejecting the contentions of the Petitioner in view of the fact that the Respondent/Workman has denied his signatures. It is apposite to set out the relevant para of the Impugned Order in this behalf:

*7. Since claimant denied that he has received any settlement amount from the respondent and also denied his signature on Mark A on which respondent relied. On denial of claimant his signature, respondent did not put any request before this authority to **verify signature from finger expert to establish his case. Respondent ought to move application in this regard but he failed as such respondent,** completely failed to establish or prove his case that claimant was paid his full and final settlement. **Therefore I am rejecting contention of respondent and hold that claimant is entitled to receive his earned wages Rs 57,627/- for the period from August 2010, October 2010, February 2013, March 2013 and from 01/04/2013 to 2/06/2016 amounting Rs. 10,218/- which comes total Rs 57,627/-.***

[Empasis Supplied]

10.1 This finding is clearly contrary to the record. The learned Authority has also held that the Respondent/Claimant has denied his signatures on the settlement letter/receipt dated 08.05.2013 regarding full and final settlement. However, as discussed above, the signatures on the settlement letter dated 08.05.2013 have been admitted by the Respondent/Workman in his Cross



Examination dated 08.02.2016.

11. On the aspect of limitation, it is apposite to set out Sub-Section (2) of Section 21 of the DSE Act, which reads as follows:

“21. Claims relating to wages.—(1)...

(2) Application for any such claim may be made to the authority appointed under sub-section (1) by the employee himself or any Official of a registered trade union authorised in writing to act on his behalf or any legal practitioner or the Chief Inspector for a direction under sub-section (3):

Provided that every such application should be presented within one year from the date the claim for such wages has become payable under this Act:

Provided further that an application may be admitted after the said period of one year when the applicant satisfies the authority that he had sufficient cause for not making the application within such period.”

[Emphasis Supplied]

11.1 Sub-Section (2) of Section 21 of the DSE Act provides that every application for payment of wages should be presented within one year from the date of the claim. The second proviso of the sub-Section sets out that in the event that the claim petition is not filed within a year and the authority is satisfied that there was sufficient cause in not making the application within such period, the delay can be condoned.

12. The Statement of Claim sets out that the claim has been filed for the following periods:

(i)	August, 2010:	Rs.8,000/-
(ii)	October, 2010:	Rs.8,000/-
(iii)	February, 2013:	Rs.9,594/-
(iv)	March, 2013:	Rs.9,594/-
(v)	From 01.04.2013 to 02.06.2013:	Rs.10,218/- per month
	Total:	Rs.57,627/-



12.1 Since the claim petition of the Respondent/Workman was filed on 16.04.2014, it cannot be disputed that the amounts claimed for (i) to (iv) are barred by Section 21(2) of the DSE Act. So far as concerns the amount claimed for (v) above, the same is exactly the amount for which the settlement was set out.

13. The Impugned Order does not give any reference of any application for condonation of delay nor has given any reason for the delay in filing of the claim.

14. It is no longer *res integra* that an applicant is legally bound to invoke the jurisdiction of the authority within one year from the date his claim arises. A party sleeping over their rights loses the right to get their claim entertained and entertained. This Court in ***Bhandari Builders (P) Ltd. v. M.K. Seth & Anr.***¹ has held that the Claimant was bound to file a claim within the statutory period and not after. The relevant extract of which is set out herein below:

*“14. On the question of limitation also, the authority has exercised its discretion without giving any cogent reasons. Respondent 2 had executed a receipt in full and final settlement of his claim in 1983. **Even though legally he could not be bound by the contents of the said receipt in view of S. 24 of the Act still he was legally bound to invoke the jurisdiction of the authority within one year when his claim arose against the petitioner but he invoked the jurisdiction belatedly in 1985.** The convenient date was given in the claim petition in order to show that he has been making representations for about more than two years and ultimately he was verbally informed on 26 July, 1985, that his claim is not to be accepted by the petitioner. **Respondent 2 is an educated person. It is not possible that he would have slept over his rights on mere verbal assurances of some persons on behalf of the petitioner that his claim would be entertained and examined.** So reasons of respondent 2 for exercise of discretion in his favour for condonation of delay were*

¹ ILR (1988) 1 Del 64



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on the face of it baseless. The claim of respondent 2 was hopelessly barred by time. A person who had knowingly executed a receipt recording full and final settlement of his claim would not have waited for more than two years to challenge that receipt and put up his claim under the Act.

[Emphasis Supplied]

15. Accordingly, the claim of the Respondent/Workman with respect to amounts claimed for August, 2010; October, 2010; February, 2013; March, 2013 are barred by time under Section 21(2) of DSE Act.

16. With respect to amount claimed from 01.04.2013 to 02.06.2013, the said claim is also not in consonance with the evidence on record which is demonstrated by the settlement letter/receipt dated 08.05.2013, additional settlement dated 18.02.2015 as well as the cross examination of claimant dated 08.02.2016 which is set out in evidence on record.

16.1 In addition, in the present case as well, the Respondent is a graduate. He has admittedly been seeking payment of his dues for a period from 2010, four years prior to the filing of the Petition under Section 21 of the DSE Act. The Petitioner has also executed documents in full and final settlement of the dues of the Respondent in 2013 on which the Respondent has not denied his signatures thereon.

17. In view of the foregoing discussion, this Court finds that the Impugned Order cannot be sustained and is set aside. The Petition is allowed. The pending Application stands dismissed.

18. The parties shall act based on the digitally signed copy of the order.

TARA VITASTA GANJU, J

JULY 22, 2025/ ha/r