



\$~64

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

+ W.P.(C) 6472/2023 & CM APPL. 38590/2023, 47493/2024

M/S COFE IMPEX PRIVATE LIMITED & ORS.....Petitioners

Through: Mr. Prashant Mehta, Mr. Varun Gupta,  
Ms. Simran Wason and Ms. Richa  
Mishra, Advocates.

versus

SH. VIJAY BAHADUR TIWARI H/O

SMT. MONIKA (DECEASED) & ORS. ....Respondents

Through: Mr. Mohan Lal Sharma and Mr.  
Birendra Bikram, Advocates for R-1.

**CORAM:**

**HON'BLE MR. JUSTICE AMIT SHARMA**

**ORDER**

**23.09.2025**

%

1. This hearing has been done through hybrid mode.
2. The present petition under Articles 226/227 of the Constitution of India seeks following prayers:-

“a) Issue a Writ in the nature of Certiorari or any other appropriate Writ, Order or direction setting aside the Impugned Order dated 04.08.2022 passed by Labour Department, GNCT of Delhi, West District; and/or  
b) Issue a Writ in the nature of Certiorari or any other appropriate Writ, Order or direction setting aside/ stay on warrant of arrest dated 12.04.2023 passed by S.D.M. (Saraswati Vihar), Rampura. Delhi; and/or  
c) Issue a Writ in the nature of Certiorari or any other appropriate Writ, Order or direction to remand the matter back to the Learned Authority for a fresh determination on facts and law; and/or  
d) Issue a Writ in the nature of prohibition and/or any other appropriate Writ, Order or direction calling upon the Respondent to cease and desist from giving effect to and/or acting upon the aforesaid Impugned Order dated 04.08.2022.  
e) Allow the Writ Petition and pass any such other and further Orders which this Hon'ble Court may deem fit and proper in the facts and



circumstances of the case.”

3. During the pendency of the present proceedings, the parties, i.e., petitioner and respondent no. 1 have since settled their disputes before the Delhi High Court Mediation and Conciliation Centre *vide* settlement dated 19.09.2025 which has been placed on record. Relevant clause of the settlement agreement is reproduced as under:-

“

**13. The following settlement has been arrived at between the Parties hereto:**

**a) It has been agreed between the Parties that the First Party shall pay settlement amount of Rs.16,60,275/- (Rupees Sixteen Lakhs Sixty Thousand Six Hundred and Seventy Five Only) to the Second Party as full and final settlement amount towards all the claims of the Second Party. After the signing of the present Settlement Agreement, the First Party shall stand discharged from all its obligations towards the Second Party emanating out of the incident dated 13.05.2022.**



b) It has been agreed between the Parties that the First Party shall pay settlement amount of Rs.16,60,275/- (Rupees Sixteen Lakhs Sixty Thousand Six Hundred and Seventy Five Only) in the following manner: -

- i) A demand draft bearing 619149 dated 12.09.2025 drawn on Bank of Baroda, Mundka, Delhi for sum of Rs.8,30,137.50/- (Rupees Eight Lakhs Thirty Thousand One Hundred Thirty Seven Fifty Paisa Only) has been handed over to the Second Party by the First Party at the time of signing of the present Settlement Agreement. The Second Party acknowledges receipt of the said demand draft. A copy of the said demand draft is enclosed as **Annexure-C**.
- ii) The First Party has handed over eight (8) Post Dated Cheques (PDCs) to the Second Party amounting to Rs.8,30,137.50/- (Rupees Eight Lakhs Thirty Thousand One Hundred Thirty Seven Fifty Paisa Only), details of which are as follows:-

|    | DATE       | CHEQUE NO. | AMOUNT     |
|----|------------|------------|------------|
| 1. | 15.12.2025 | 000208     | 1,03,767/- |
| 2. | 15.03.2026 | 000212     | 1,03,767/- |
| 3. | 15.06.2026 | 000213     | 1,03,767/- |
| 4. | 15.09.2026 | 000214     | 1,03,767/- |
| 5. | 15.12.2026 | 000215     | 1,03,767/- |
| 6. | 15.03.2027 | 000216     | 1,03,767/- |
| 7. | 15.06.2027 | 000217     | 1,03,767/- |
| 8. | 15.09.2027 | 000218     | 1,03,767/- |



- c) The First Party undertakes that in case of dishonor of any of the abovesaid post dated cheque(s), the First Party shall be liable to pay a sum of Rs. 5000/- (Rupees Five Thousand Only) on each such default and the said defaulted amount along with sum of Rs.5000/- (Rupees Five Thousand Only) shall be paid within 7 working days from such date of default. The Second Party shall be at liberty to take legal recourse as per law.
- d) The Second Party agrees and undertakes that he shall cooperate in all pending proceedings against the First Party. The Second Party hereby indemnifies the First Party from all the losses and damages in case of any claim or relief is sought by any of the legal heir(s) or any third party claiming any right, title or interest in the estate of the deceased. Any/or such claims made in future and which may be unknown right now, shall be solely to the account of the Second Party with no liability on the First Party in any manner whatsoever on behalf of the deceased i.e. Late Smt. Monika.
- e) The First Party shall pray before the Hon'ble Court to dispose of the present W.P. (C) 6472/2023 in terms of the present Settlement Agreement and shall accordingly pray for the release of the 25% amount along with interest, if any, in favour of the First Party which was deposited with the Hon'ble Court in terms of Order dated 31.07.2023 to which the Second Party shall have no-objection and the Second Party shall provide full cooperation to the First Party for disposal of the present writ petition.



- f) By signing this Settlement Agreement, the parties hereto state that they shall have no further claims or demands against each other and all the disputes and claims have been amicably settled by the Parties hereto through the process of Mediation. No further case shall be filed by any of the Parties against each other after compliance of the terms of the present Settlement Agreement.
- g) That the parties undertake that they will abide by the terms and conditions set out in this Settlement Agreement and not to dispute the same hereinafter in future. The parties further agree and undertake that they shall not resile from the present Settlement Agreement.
- h) The Parties have agreed that they are entering into the present Settlement Agreement voluntarily, out of their own free will and volition. The Parties further state that they have understood the contents of the present Settlement Agreement as the same have been explained to them and have been read to both the parties in vernacular (Hindi), by the Mediator and their respective counsels, in the presence of each other.

”

4. As per the aforesaid agreement the petitioner has agreed to pay a total sum of Rs. 16,60,275/-. Demand draft bearing No. 619149 dated 12.09.2025 for a sum of Rs. 8,30,137.50/- has already been received by the respondent. PDCs amounting to Rs. 8,30,137.50/- as mentioned in clause 13 (b)(ii) have been handed over to learned counsel for the respondent for a sum of Rs. 1,03,767/- each in Court today.

5. In terms of the aforesaid settlement learned counsel appearing on behalf of the respondent has no objection if 25% award amount alongwith interest



deposited by the petitioner in terms of order dated 31.07.2023 in W.P.(C) 6472/2023 is released in favour of the petitioner.

6. Accordingly, Registry is directed to release 25% of the award amount deposited by the petitioner, along with the interest accrued, within a period of 10 days.

7. Needless to state that the parties shall be bound by their reciprocal obligations in terms of the aforesaid agreement.

8. In view of the above, the present petition is disposed of in terms of the aforesaid settlement.

9. Pending application(s), if any, also stand disposed of.

**AMIT SHARMA, J**

**SEPTEMBER 23, 2025/sn/yg**