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

\+ LPA 412/2024 & CM APPL. 30646/2024, CM APPL. 30647/2024

SUNITA BHATIA .....Appellant

Through: None.

versus

DAV PUBLIC SCHOOL & ORS. .....Respondents

Through: Mr. Anurag Lakhotia, Advocate.
Mr. Yeeshu Jain ASC with Ms. Jyoti Tyagi, Ms. Arpita Goyal, Ms. Vishruti Pandey and Mr. Bhuwan Raj Seth, Advocates for Respondent-DoE.

CORAM:
HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD
HON'BLE MR. JUSTICE VIMAL KUMAR YADAV

O R D E R

% 10.10.2025

1. Mr. Anurag Lakhotia, learned Counsel appearing for the Respondent/School, submits that the Appellant has amicably settled the dispute with the Respondents before the Delhi High Court Mediation and Conciliation Centre. Settlement Agreement dated 17.03.2025 has been filed. The same reads as under:

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DELHI HIGH COURT MEDIATION AND CONCILIATION CENTRE
HIGH COURT OF DELHI AT NEW DELHI

Date: 17.03.2025

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into on 17.03.2025.

BETWEEN

MS. SUNITA BHATIA W/O MR. NARESH CHANDER BHATIA, R/O F-21,PRASHANT VIHAR, NORTH WEST DELHI (APPELLANT).

AND

DAV PUBLIC SCHOOL,AT SECTOR-7, ROHINI, DELHI (RESPONDENT NO. 1) RUNNING UNDER THE AEGIS OF DAV COLLEGE MANAGING COMMITTEE (RESPONDENT NO. 2), THROUGH ITS AUTHORIZED REPRESENTATIVE, MS. RAJBIR KAUR, PRINCIPAL AUTHORIZED VIDE AUTHORITY LETTER DATED 19.06.2024 (COPY OF WHEREOF IS ANNEXED HEREWITH AS ANNEXURE A) (HEREINAFTER COLLECTIVELY REFERRED TO AS "SECOND PARTY").

WHEREAS, as per the DAV Public School, Rohini, it is a private unaided recognized School running under the aegis of DAV College Managing Committee since 1989 and due to not allowing the School to raise its fees by the Directorate of Education and later on the decision of allowing the Fee for certain years, but not allowing the School to raise from the year for which it has been sanctioned/allowed, the School is in a precarious financial situation and is unable to pay the legal dues to its staff, including the Second Party..

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AND WHEREAS, the Appellant has resigned on 03.07.2020, which has been accepted by the Managing Committee of the School.

AND WHEREAS, the First Party, had filed a Writ Petition No. WP(C) 6317 of 2023, titled as "Sunita Bhatia vs DAV Public School, Rohini & Others" before the Hon'ble Delhi High Court, in which a judgment dated 17.11.2023 was been passed by the Hon'ble Delhi High Court, wherein considering that there was dispute regarding the fee hike, a High Powered Committee has been ordered to be constituted to look into the overall matter.

AND WHEREAS the matter bearing LPA 412/2024 was referred to Samadhan (Delhi High Court Mediation and Conciliation Centre) vide an order dated 06.02.2025 passed by Hon'ble Hon'ble Division Bench comprising Hon'ble Mr. Justice C. Hari Shankar and Hon'ble Mr. Justice Ajay Digpaul.

AND WHEREAS the parties agreed that Mr. Sharanjit Singh Wadhwa would act as their Mediator respectively in the matter of Mediation proceedings.

AND WHEREAS mediation sessions were held on 10.02.2024, 13.02.2025, 19.02.2025, 25.02.2025, 07.03.2025, 11.03.2025, 17.03.2025 and 18.03.2025 with the parties and their respective counsel. The parties, with the assistance of the Mediator and proactive participation of the parties and their counsel have voluntarily arrived at an amicable solution resolving the abovementioned disputes and differences.

AND WHEREAS, during the pendency of LPA No. 412 of 2024, titled as Sunita Bhatia vs DAV Public School & Ors, the First Party has resigned from her services

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and has approached the School authorities to amicably settle the matter and it was proposed that she will consider the 7th CPC pay scale be applicable from 01.04.2017 instead of 01.01.2016 for all the purposes including determining her pay scale and that all arrears of the Basic Salary as per the 7th pay commission be paid from 01.04.2017 – 31.03.2019 with a deduction of 10% and further, all arrears pertaining to the difference of HRA be paid w.e.f. 01.07.2017 – 03.07.2020 with a deduction of 10% (considering HRA with a maximum limit of 24% of Basic Salary), and as regards the arrears of Dearness Allowance, the same shall also stand settled in the aforesaid payment itself and further, she will receive her retiral benefits including gratuity in the normal due course, once it is received from the LIC Gratuity Fund. The First Party has also proposed that in case the Second Party is willing to accept this offer, she will treat the payment made as in her full and final settlement of account vis-à-vis her employment with the School and shall not raise any dispute against the School or the Society vis-à-vis her employment including the payment of the arrears pertaining to the 6th CPC or the arrears of salary / pay scale as per 7th CPC for the period from 01.01.2016 till 31.03.2017, or arrears of the difference of Dearness Allowance (DA), including arrears of any other Allowance as applicable or may be made applicable on the School or any difference of any retiral benefits including gratuity, earned leave, EPF etc.,as the same (difference) shall also stand settled in the aforesaid payment itself.

AND WHEREAS the parties interacted with each other in the presence of the Mediator and with the assistance of the Mediator have voluntarily, without any force or coercion, arrived at the following terms of settlement:

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1. That the Second Party shall pay a lumpsum payment of Rs 5,43,220/- (Rupees Five Lakhs forty three thousand two hundred twenty Only) to the First Party for all her dues except gratuity, as per the schedule of payment as produced hereinbelow:

   Rs 5,43,220/- shall be paid upfront on the date of signing of this Settlement Deed before the Delhi High Court Mediation and Conciliation Centre, through cheque bearing no. 798778 dated 13.02.2025, drawn on Canara Bank, Delhi-110085. Copy of the said cheque is enclosed herewith as **Annexure B.**

2. The Second Party agree and undertake that in case of dishonor of the abovesaid cheque, the Second Party shall be liable to interest @ 18% per annum till realization of the settled amount as agreed hereinabove.

3. That it has been further agreed by both the Parties that that:
   a. The 7th CPC shall be deemed to be initiated w.e.f. 01.04.2017 for all the purposes, i.e., for the purpose of determination of pay scale as well as the basic salary;
   b. Arrears of the Basic Salary as per the 7th CPC also be paid from 01.04.2017 – 31.03.2019 after a deduction of 10%
   c. All arrears pertaining to the difference of House Rent Allowance (HRA) be paid w.e.f. 01.07.2017 – till 03.07.2020 with a deduction of 10% (considering HRA with a maximum limit of 24% of Basic Salary);
   d. As regards to the arrears of Dearness Allowance (DA), the same stands settled in the payment of lumpsum amount as aforesaid;

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e. The First Party will not raise any dispute vis-à-vis the payment of the arrears pertaining to the 6th CPC or salary/ pay scale as per 7th CPC for the period from 01.01.2016 till 31.03.2017 in future as the same stands settled in the aforesaid lumpsum payments itself;

f. Difference of any retiral benefits including gratuity, EPF, earned leave, etc. shall also stand settled in the aforesaid lumpsum payment itself. The gratuity shall be paid considering her actual last drawn pay;

g. As a lumpsum amount is getting paid, it shall not carry any EPF contribution to the same; and

h. The aforesaid lumpsum payment is being paid in full and final settlement of all her employment dues except gratuity and there shall remain no claim, dispute, dues of whatsoever nature including arrears of any other Allowance as applicable or may be made applicable on the School against the School Management or the Society.

4. That on receipt of the aforesaid lumpsum payment, the First Party shall withdraw her LPA No. 412 of 2024 in terms of the present Settlement Agreement.

5. That there shall remain no dues whatsoever between the parties regarding the pay structure of the First Party and he shall not raise any dispute and treat the payment made as in his full and final settlement of account vis-à-vis his employment with the School and shall not raise any dispute against the School or the Society in future and even in case he does so, the same will be treated as settled and withdrawn in terms of this Settlement Agreement.

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6. That in terms of the above, LPA No. 412 of 2024, titled as Sunita Bhatia vs DAV Public School & Ors will be withdrawn from the Hon'ble Delhi High Court by the First Party. It is also agreed that in case of failure of the parties to abide by the terms and conditions as settled above, both the parties are well within their rights to work out their remedies.

7. That the parties agree that they have arrived at the present Settlement Agreement with their own free will and desire and without any pressure, fraud, force, coercion or undue influence by either of the parties and / or family members.

8. That the parties hereto state that the First Party has no claims, demands against the Second Party as all the disputes and differences between the parties have been amicably settled hereto through this settlement.

PARTIES SIGNATURE

Sunita Bhatia
(First Party)

DAV Public School & DAV College Managing Committee
Through their Authorised Representative
Mrs. Rajbir Kaur
(Second Party)

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<u>COUNSELS SIGNATURE</u>

Jeevesh Mehta
(Advocate for The First Party, Enrl. No. D/689/2007)

Anurag Lakhotia
(Advocate for the Second Party, Enrl No. D/1391/2003)

(Sharanjit Singh Wadhwa)
Mediator

(L.K. Giri)
Co-Mediator

2. The statement of the learned Counsel for the Respondent/School is taken on record.

3. On the basis of the statement of the learned Counsel for the Respondent/School and the Settlement Agreement dated 17.03.2025 which has been placed on record, the present appeal is disposed of, along with pending application(s), if any.

4. The parties are bound by the Settlement Agreement and any violation

of the same shall be treated as a violation of the Orders of this Court.

SUBRAMONIUM PRASAD, J

VIMAL KUMAR YADAV, J

OCTOBER 10, 2025
S. Zakir