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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **W.P.(C) 9714/2024 & CM APPL. 39820/2024**
M/S SEWA ELECTRICAL INDUSTRIES PVT.LTD.

.....Petitioner

Through: Mr. Om Prakash Gupta alongwith Mr.
Radhey Shyam, Adv.
versus

SHRI SANJEEV

.....Respondent

Through: Mr. Ajit Kr. Singh, Adv.

CORAM:
HON'BLE MR. JUSTICE AMIT SHARMA

ORDER
11.12.2025

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1. This hearing has been done through hybrid mode.
2. The present petition under Article 226 of the Constitution of India, 1950, seeks the following prayers:-

“a. An appropriate writ or writs, order/orders, direction/directions to set aside the impugned award dated 21.11.2023 rendered by Sh. Gorakh Nath Pandey, POLC-IV, Rouse Avenue Court Complex, New Delhi in New I.D. No. 4031 of 2018.

b. Pass such other or further orders which this Hon'ble Court may deem fit and proper in the facts and circumstances of the case.
FOR THIS ACT OF KINDNESS PETITIONER ARE DUTY BOUND TO PRAY.”

3. Learned counsels for the parties submit that matter has been settled before Delhi High Court Mediation and Conciliation Centre *vide* Settlement Agreement dated 16.09.2025 and the same has been placed on record. The following terms have been agreed between the parties in the said Settlement



Agreement: -

- “1. That pursuant to full and final settlement of all claims including service compensation, gratuity, reinstatement of service and due earned wages of Second Party, the First Party has agreed to pay amount of Rs.2,50,000/- (Rupees Two Lakhs Fifty Thousand Only) by way of Demand Draft to the Second Party.
2. That the Second Party has also agreed to receive the amount of Rs.2,50,000/- (Rupees Two Lakhs Fifty Thousand Only) through Demand Draft from the First Party towards the full and final payment of all claims present and future arising out of his employment with First Party, including the claims under the Writ Petition (C) No. 9714/2024 pending before the Hon'ble High Court of Delhi.
3. That in terms of the Full and Final settlement between the parties, the First Party has handed over a Demand Draft of Rs.2,50,000/- (Rupees Two Lakhs Fifty Thousand Only) bearing no. 235459 drawn on Standard Chartered Bank dated 16.09.2025 to the Second Party on the date of signing of the present Agreement. Copy of demand draft is annexed herewith as **Annexure- B**.
4. The Second Party has no objection to First Party withdrawing the amount of Rs.3,71,358/- (Rupees Three Lakhs Seventy One Thousand Three Hundred and Fifty Eight only) with interest, if any, as deposited with the Registrar General of the Hon'ble Delhi High Court in compliance of order dated 18.07.2024.
5. That with respect to the release of the Provident Fund of the Second Party as deposited by the First Party before the Employees Provident Fund Department, Delhi, the First Party undertakes that it shall verify the 'Withdrawal Form' of the Second Party.
6. That the Second Party agrees that upon receipt of the amount of Rs. 2,50,000/- from the First Party, the Second Party shall have no right to continue or raise any claim against the First Party and the Second Party also undertakes to withdraw all claims / legal cases pending against the First Party and the Second Party undertakes, that it shall not raise any future claims against the First Party before any judicial or quasi judicial body pursuant in future.
7. That Second Party accepts that payment of Rs. 2,50,000/- made



pursuant to entering into this Settlement Agreement is the full and final settlement of all claims whether present and future in relation to his employment with First Party.

8. The terms and conditions mentioned in the settlement have been understood in vernacular (Hindi), The above said settlement has arrived between the parties out of their own free will, consent and without their being any undue pressure, coercion, influence, misrepresentation or mistaken (both law and fact) in any form whatsoever and the parties agreed that the Settlement Agreement has correctly recorded the said agreed terms and conditions.

9. That the Parties have resolved all the disputes, differences and claims against each other and have agreed not to reopen or reagitate the same in future at any forum before any authorities and or in any Court of law.

10. This agreement has been arrived at between the parties voluntarily and without any force, fraud or undue influence from any quarters.

11. The Parties undertake to present themselves before the Hon'ble Court during the appropriate hearing confirming the terms of the present settlement agreement.”

4. Learned counsel for the respondent submits that all the terms and conditions have been complied with and nothing remains.
5. In view of the aforesaid settlement, 50% of the amount with backwages calculated in terms of the impugned award dated 21.11.2023, deposited by the petitioner, before this Court in terms of order dated 18.07.2024 may be released to the petitioner alongwith any interest, if any, accrued thereon.
6. The present petition is disposed of.
7. Pending application, if any, also stands disposed of.

AMIT SHARMA, J

DECEMBER 11, 2025/nk/ns