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

+ CONT.CAS(C) 1183/2025

SANDEEP DAHIYA

.....Petitioner

Through: Ms. Neha Warriar and Mr. Srikant
Singh, Advs. (through v/c)

versus

POORNA PRAJNA PUBLIC SCHOOL AND ORS.....Respondents

Through: Ms. Rahat Bansal, Adv.

CORAM:

HON'BLE MR. JUSTICE SACHIN DATTA

ORDER

% **10.02.2026**

CM APPL.8695/2026 (for taking on record amicable settlement)

1. Respective counsel for the parties submit that a comprehensive settlement has been arrived at between the parties. As a result of which, all outstanding disputes between the parties stand resolved.
2. The parties have also joined the proceedings virtually.
3. In this regard, a Memorandum of Understanding (MoU) dated 27.01.2026 has been duly executed. The same has been placed on record vide CM APPL.-8695/2026.
4. The said MOU is taken on record. The same, *inter-alia*, provides as under:

“1. Subject to the Terms of this MOU, First Party shall perform the following

i. The First Party has agreed to pay the settlement amount to the Second Party in lieu of his Voluntary Retirement from the School.

ii The First Party will be paying Rs. 75,89,236/- in total, subject to tax deduction, as agreed upon by both the parties after discussions/negotiations and coming to the said conclusion out of which Rs. 3,00,000/- was already paid through NEFT Vide



Reference ID - 1778486697 on 26/11/2024.

iii. The amount to be paid to the Second Party will be in 4 parts as per the standard norms and deductions which are mentioned in below:

a) Gratuity and Leave Encashment amounting to Rs. 22,39,236/- will be paid by cheque, bearing Cheque no. 000084 dated 17.12.2025 drawn on ICICI Bank, Kishangarh, Vasant Kunj Branch to be paid on 27.01.2026.

b) Compensation for Voluntary Retirement amounting to Rs.5,00,000/- will be paid by cheque, bearing Cheque no. 000096 dated 27.01.2026 drawn on ICICI Bank, Kishangarh, Vasant Kunj Branch to be paid on 27.01.2026.

c) Salary Part 1, after the statutory deductions, amounting to Rs.21,97,400/- will be paid by cheque, bearing Cheque no.000097 dated 22.12.2025 drawn on ICICI Bank, Kishangarh, Vasant Kunj Branch to be paid on 27.01.2026.

d) Salary Part 2 amounting to Rs. 20,25,000/-, subject to statutory deductions, will be paid by cheque, bearing Cheque no. 000100 dated 01.04.2026 drawn on ICICI Bank, Kishangarh, Vasant Kunj Branch to be paid on 01.04.2026.

iv. The amount mentioned above is a full and final settlement for the Second Party's service rendered to the First Party and further no claim or any dues will be left at the end of First Party.

v. The First Party is obliged to maintain the confidentiality of the Terms as agreed upon and will not disclose or dispute the same in future at any point of time."

5. Respective counsel for the parties undertake, on instructions, to remain bound by the terms of the aforesaid MoU dated 27.01.2026.

6. It is also specifically assured and undertaken by the learned counsel for the respondents, on instructions, that the balance amount payable under the aforesaid MoU shall be paid within the stipulated time and strictly in



accordance with the terms thereof.

7. Taking on record the undertaking given on behalf of the parties to remain bound by the terms of the said MoU dated 27.01.2026, the present petition is disposed of in terms thereof.

FEBRUARY 10, 2026/cl

SACHIN DATTA, J