



\$~29

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

+ **W.P.(C) 7343/2016**

M/S COTTEX DYEING

.....Petitioner

Through: **Mr. Puneet Rathi, Ms.Chhavi, Adv.**

versus

RAJESH SINGH & ANR

.....Respondents

Through: **Ms.Inderjeet Sidhu, Mr. Lalit
Choudhary, Adv.**

CORAM:

HON'BLE MS. JUSTICE SHAIL JAIN

ORDER

13.01.2026

%

1. Learned counsel for the Petitioner has submitted that the Petitioner/Management has arrived at an amicable settlement with Respondent No.1/Workman-Rajesh Singh before the Delhi High Court Mediation and Conciliation Centre on 27th September, 2025 where Respondent No.1 was present in person and was represented by his counsel Sh. Ramesh Kumar Gera.

2. It is submitted that *vide* Settlement Agreement dated 27th September, 2025, the dispute between the Petitioner/Management and the Respondent No.1/Workman have been settled on the following terms and conditions;

1. It has been agreed by and between the Parties that the First Party shall pay a sum of Rs.2,00,000/- (Rupees Two Lakhs Only) to the Second Party through DD No 004003 dated 20.09.2025 drawn on HDFC Bank as full and final settlement amount of the entire claims i.e. towards PF amount as ordered by PF commissioner and gratuity amount which was awarded to the Second Party vide recovery certificate no GR/33/CA-



I/ALC/SD/2015 dated 19.10.2016.

2. After the payment of Rs. 2,00,000, the Second party will not claim any amount from the first party and will withdraw all claim/ petition, if any pending before any Court/ Tribunal. The First Party has paid a sum of Rs. 2,00,000/- (Rupees Two Lakhs Only) vide Demand Draft No. 004003 dated 20.09.2025 drawn on HDFC Bank to the Second Party at the time of signing of the present settlement Agreement.

3. The Payment of Rs. 2,00,000 includes the Gratuity amount which was awarded to the Second Party by the Controlling Authority under the payment of gratuity act 1972, vide recovery certificate no GR/33/CA-I/ALC/SD/2015 vide order dated 19.10.2016.

4. That the Second Party will not claim any amount which was deposited by the First party with the account of the Provident Fund Commissioner and the Second Party has no objection if the amount of Rs. 1,13,220/- is transferred/Returned in the Account of Mr Harsh Chadha, proprietor M/s Cottex Dyeing along with interest, if any in view of M/s Cottex Dyeing having already ceased to exist and/or carrying on its business in the name and style M/s Cottex Dyeing.

3. As per settlement agreement, the payment has already been made by the Petitioner to the Respondent No.1.

4. It is prayed by learned counsel for the Petitioner that the amount of Rs.1,13,220/- deposited with the Respondent No.2 be transferred in the account of Mr. Harsh Chadha, Proprietor of M/s Cottex Dyeing along with accrued interest, if any in view of the settlement arrived in mediation.

5. Learned counsel for the Respondent No.2 has submitted that subject to the condition that settlement shall not affect or extend to the order dated 14.01.2015 passed under Section 7A of the Employee Provident Fund & Misc. Act, 1952 (hereinafter referred as '*the Act*'), or to any other proceedings



between the parties, Respondent No.2 does not oppose the prayer for transfer of the aforesaid amount.

6. Learned Counsel for the Petitioner admits that the settlement does not extend to the proceedings under Section 7A of the Act or to any other independent proceedings and is limited only to the Section 26-B proceedings under the Act forming the subject matter of the present writ petition.

7. In view of the above submissions, and the Settlement Agreement dated 27.09.2025, Respondent No.2 is directed to return the amount of ₹1,13,220/, along with accrued interest, if any, to the account of Sh. Harsh Chadha, Proprietor of M/s Cottex Dyeing.

8. It is clarified that the settlement shall be read and construed only for the purposes of disposal of the present writ petition and not for any other proceeding between the parties.

9. In view of the above, the present writ petition stands disposed of.

SHAIL JAIN, J

JANUARY 13, 2026

Pallavi/DG