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

+ W.P.(C) 10001/2018

MS. DAPINDER KAUR AND ANR.

.....Petitioners

Through: Appearance not given.

versus

DAV PUBLIC SCHOOL AND ORS.

.....Respondents

Through: Ms. Shivangi Kumar and Ms. Pooja Kumari, Advocates for R-4, 5 (MCD).

Mr. S.K. Ishra and Mr. Pankaj Balwan, Advocates for R-3.

Mr. Peeyoosh Kalra, Mr. Yashwant Singh Baghel, Mr. Rohan J. Kapoor and Ms. Meghna Nair Advocates for R-1, 2.

CORAM:

HON'BLE MR. JUSTICE SANJEEV NARULA

ORDER

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20.01.2026

1. The Petitioners have filed this writ petition, seeking a direction to the Respondents to refund the amounts deducted from their salaries towards House Rent Allowance and Travel Allowance with effect from November 2016, along with interest at the rate of 24% per annum.
2. The facts germane to the adjudication of the present petition are as follows: the services of the Petitioners were terminated by DAV Public School/Respondent No. 1 on 2nd July, 2018. Aggrieved, the Petitioners preferred appeals before the Delhi School Tribunal, which came to be allowed by order dated 28th February, 2019, whereby the termination orders



were set aside and the Petitioners were directed to be reinstated. The Respondent School challenged this order by filing writ petitions before this Court, which were dismissed by orders dated 18th August, 2023. Thereafter, the Respondents preferred Letters Patent Appeals, being LPA Nos. 648/2023 and 649/2023, which were disposed of by the Division Bench of this Court by order dated 11th March, 2024, which reads as under:

“1. Learned counsel for the appellants submits that the appellants are agreeable to bring a quietus to the dispute by paying to the respondents 50% of backwages from 28.02.2019 till the date of their reinstatement in two instalments. Consequently, 25% of the backwages w.e.f. 25.02.2019 will be paid to the respondents within one week and the remaining 25% backwages will be paid on or before 15.07.2024. This offer is acceptable to the respondents.

2. In the light of the aforesaid, the appeals are alongwith the applications, disposed of by directing that upon the appellants complying with this order and paying 50% backwages to the respondents at par with wages being paid to the similarly placed employees in the appellant's school, the impugned orders will no longer be enforceable.

3. However, in case, there is any dispute between the parties regarding the calculation of the amount payable to the respondents in terms of this order, the Director of Education will after considering the stand of both sides, pass a reasoned and speaking order.”

3. The aforesaid order makes it amply clear that the parties entered into a settlement to bring a quietus to the entire dispute between them, subject to payment of 50% back wages. Counsel for the Petitioners, however, contends that the settlement was confined only to back wages and did not extend to allowances, which form the subject matter of this writ petition.

4. In the opinion of this Court, this contention is wholly untenable. If their plea is accepted, it would render the settlement between the parties recorded in judicial proceedings entirely nugatory. The Petitioners were duly represented by counsel and, with full knowledge of their rights and claims, agreed to the settlement recorded before the Division Bench. The settlement



was intended to resolve the dispute arising out of the termination and its consequences. Permitting the Petitioners, at this stage, to resurrect claims relating to allowances by segregating them from back wages would amount to re-opening a settlement and defeating its very purpose. Once the parties agreed to bring a quietus to the dispute and the appeals were disposed of on those terms, the settlement attained finality and binds the parties in entirety.

5. Accordingly, the petition is dismissed.

SANJEEV NARULA, J

JANUARY 20, 2026

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