

12 CS DJ 229/23

RAJNI SINGH Vs. MOUNT ABU PUBLIC SCHOOL

04.08.2025

Present: Ms. Manisha Saneja, LAC for the plaintiff.

Sh. Gaurav Arora, Counsel for Defendant.

Arguments heard on the application u/o 7 Rule 11 CPC. The counsel for the plaintiff stated that though the settlement agreement was executed on 29.07.2022, but it was only with regard to the award dated 13.04.2022 passed by the concerned Labour Court. She has also drawn my attention to the amount awarded by the Labour Court and the settlement amount. Both these amounts are exact replica of each other. The Counsel for the plaintiff also stated that the plaintiff never gave up her right to claim encashment of the earned leaves, which is otherwise clear from the said settlement itself wherein “Chuttiyan” (leaves) were struck off. The counsel for the defendant on the other hand states that the plaintiff had given up all her claims vide the said settlement. In view of the Labour Court award as well as the settlement agreement, the arguments advanced on behalf of the parties makes it clear that the interpretation of this settlement agreement as well as the circumstances necessitating its execution are mixed questions of fact and law. Accordingly, the application u/o 7 Rule 11 CPC is dismissed. However, it is clarified that an appropriate issue with regard to the interpretation and effect of the aforesaid settlement agreement shall be framed.

-2-

The counsel for the defendant states that the suit needs to be returned u/o 7 Rule 10 CPC in view of Section 2(1)(c)18 of the Commercial Court Act. The Counsel for the plaintiff seeks time to clarify in this regard.

To come up for further proceedings on **03.12.2025**.

(Sidharth Mathur)
District Judge-01(N)/Rohini
Courts Delhi/ 04.08.2025