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

CNR No. DLHC012047402009

+ **W.P.(C) 483/2010**

PAVITRA KUMAR PALPetitioner

Through: Mr. Asit Kumar Roy, Adv.

versus

M/S HAVELL'S INDUSTRIES LTDRespondent

Through: Mr. Anil Bhat & Mr. Vivek P.
Gupta, Advs.

CNR No. DLHC011305392010

+ **W.P.(C) 6035/2010**

HAVELL'S INDUSTRIES LTDPetitioner

Through: Mr. Anil Bhat & Mr. Vivek P.
Gupta, Advs.

versus

GOVT. OF NCT OF DELHI & ANRRespondents

Through: Mr. Asit Kumar Roy, Adv.

CORAM:

HON'BLE MR. JUSTICE AMIT MAHAJAN

ORDER

% **05.08.2026**

1. The present cross-petitions are filed essentially challenging the award dated 17.09.2009 (hereafter '**impugned award**') in ID No. 138/2008, whereby the learned Labour Court awarded ₹3 lakhs as compensation to the workman Pavitra Kumar in *lieu* of reinstatement and back wages.

2. Briefly stated, it was the case of the workman that he was



appointed as a store assistant by the Management on 30.09.1983. The workman alleged that since September- October of 1992, he was being pressured and harassed by the Management to tender his resignation. Due to the same, the workman made a complaint to Lal Jhanda Union which caused further annoyance to the Management. On 20.11.1992, some officials of the Management went to the home of the workman and forcibly took him to the office, where they forced him to sign certain documents. The workman lodged certain complaints in relation to the same on 25.11.1992 and 26.11.1992. He was allegedly falsely implicated in a FIR registered at Police Station Samaypur Badli on the allegation that he had misappropriated property entrusted on him. The workman went to the Management with his friend R.K. Das and tendered a resignation letter on 04.02.1993 on being allegedly assured that the aforesaid case will be withdrawn, and he also withdrew his complaints. The workman was ultimately acquitted by the Trial Court on 08.04.2002. Thereafter, the workman invoked the conciliation machinery praying for reinstatement and a reference was made in regard.

3. By the impugned award, the learned Labour Court held that the workman had not voluntarily tendered his resignation on his own accord after taking note of the evidence of R.K. Das (WW2) and on finding that the workman was acquitted in the criminal case as the Trial Court had accepted his defence that he was falsely implicated in order to force him to resign. Finding that the termination was illegal, compensation of ₹3 lakhs was granted.

4. The workman filed W.P.(C) 483/2010 seeking enhancement of awarded compensation. On the other hand, the Management filed



W.P.(C) 6035/2010 impugning the subject award on a myriad of grounds, including that the reference itself was bad in law as the dispute was not an 'industrial dispute' and the Labour Court granted relief without discerning as to whether the workman had been gainfully employed in the intervening period.

5. The petitions have been pending for more than 15 years. Record of this Court reflects that multiple adjournments were sought by the parties to explore the possibility of an amicable settlement. On 08.09.2025, the counsel for the workman had submitted that the workman was willing to settle the matter after receiving the deposited amount of ₹3 lakhs along with accrued interest and on release of retirement benefits like PF, gratuity, etc. On the next date, that is, 18.09.2025, the parties had expressed their respective amenability to amicably settle the matter in the terms prescribed in the order. Pertinently, no application has been moved by either of the parties resiling from their agreement to the said concessions till date. The order dated 18.09.2025 reads as under:

"1. Learned counsel for the respondent/management that in pursuance to the counsels for petitioner/workman has supplied the calculation sheet of the claims. He further states, on instructions, that the management is ready to settle this matter and has no objection to the release of the sum of Rs. 3,00,000/- along with accrued interest, presently lying deposited with this Court, to the petitioner/workman and also ready to pay the gratuity, as set forth in the calculation sheet supplied by the petitioner.

2. He also states that the respondent/management also undertakes to cooperate with the petitioner/workman and issue a no-objection certificate to facilitate release of his provident fund from the PF Department.

3. The learned counsel for the petitioner/workman submits that he is ready to settle the matter in aforesaid terms and undertakes not to raise any claim of any nature against the management in respect of his employment or arising out of his employment with



the management.

4. The learned Counsel for the management is also ready to get his writ petition withdrawn after the settlement.

5. Accordingly, both the parties are directed to place on record a duly signed settlement agreement executed by the petitioner/workman and a responsible officer of the management, within a period of two days, stipulating the aforesaid terms.

6. Re-notify on 22nd September, 2025.”

6. Thereafter, the matter was adjourned on a few occasions for finalization of the settlement. However, after 29.10.2025, there is no mention of the settlement in the order sheets and matter was further adjourned due to varied reasons.

7. Today as well, the learned counsel for the Management submits that the Management concedes to release of deposited amount and it does not wish to press its petition on merits.

8. Though the counsel for the workman has pressed for increase of compensation amount on account of the tribulations of litigation suffered by the workman, this Court is of the opinion that the compensation awarded by the learned Labour Court is just and equitable, especially considering the short spell of the workmen's service and that the claim was raised after more than a decade of him being purportedly forced to tender his resignation. As also rightly pointed out by the Management, no consideration at all was given by the learned Labour Court as to whether the workman remained unemployed in the intervening period.

9. In view of the above, considering the prior understanding arrived at between the parties on 18.09.2025, though no settlement was finalized by the parties to this effect, this Court is of the opinion that interests of justice will be met if the matters are disposed of in



terms of the agreed concessions recorded therein. The deposited amount is thus directed to be released to the workman along with the accrued interest, and the Management is also directed to pay the gratuity as put forth in the calculation of the workman within a period of four weeks. The Management shall also cooperate in release of the workman's provident fund.

10. The present petitions are disposed of in the aforesaid terms.

11. A copy of this order be placed in both the matters.

AMIT MAHAJAN, J

AUGUST 5, 2026

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