



सत्यमेव जयते
राष्ट्रीय राजधानी क्षेत्र, दिल्ली सरकार
Government of National Capital Territory of Delhi
श्रम विभाग / LABOUR DEPARTMENT

कार्यालय उप श्रमायुक्त
जिला: पूर्व उत्तर-पूर्व
विश्वकर्मा नगर, झिलमिल कॉलोनी
शाहदरा, दिल्ली-110095

OFFICE OF THE DY. LABOUR COMMISSIONER
DISTRICT: EAST & NORTH-EAST
VISHWAKARMA NAGAR, JHILMIL COLONY
SHAHDARA, DELHI-110095
E-Mail: labdlnee.delhi@nic.in

Phone: 011-22145486, 22151001

Website: labour.delhigovt.nic.in

Fax: 011-22145487

No. F. CEC-I/ED/18/2021 11721-22

In the matter of: -

Sh. Rajendra Singh s/o Sh. Lal Singh
Village – Tila Sahbazpur,
Block Loni, Dist. Ghaziabad, UP

...claimant

V/s

M/s R.S. Enterprises
Through its owner Sh. Gurvinder Gambhir @ Sonu
A-32, Kanti Nagar, Delhi- 110051

...Respondent

Date : 25.02.2022

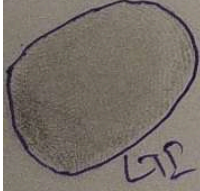
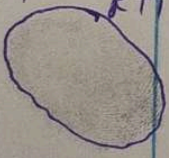
For claimant - Sh. Rajendra Singh

For respondent - Sh. Rajesh Narang, Adv
with Sh. Gurvinder Gambhir @ Sonu

PROCEEDING-CUM-ORDER SHEET

1. The matter was fixed for reporting of settlement today.
2. The parties have appeared and filed a joint application seeking disposal of the matter in terms of their out of court settlement arrived today. The application is accompanied by copy of settlement (original seen and returned) and alongwith I.D. of both the parties and copy of the demand draft and FDR of Rs. 50,000/- each made and issued in name of the claimant herein towards compensation, being taken on record as Exbt. A (colly), as admitted and settled vide settlement aforesaid.
3. That the claimant has executed a receipt in terms of the amount received, total Rs. 1,00,000/- (one lakh) by way of DD No. 113643 Dtd. 23.02.2022 drawn on Indian Bank, Shahdara Branch, Delhi of amount Rs. 50,000/- and an FDR/TDR of Rs. 50,000/- no. 0349311 Dtd. 23.02.2022 drawn on Indian Bank, Shahdara Branch, Delhi from 23.02.2022 to 23.02.2027, maturity value Rs. 64,898/- to be payable to the claimant on maturity. That the copy of receipt is placed on record and taken as Exbt. B (original seen and returned). Thus the management has complied on its part as settled and to be paid by them to the claimant.
4. It is observed that the management through its owner have also undertaken to keep the claimant in their employment from January 2022 to December 2026 (period of five years). Thereafter the management may discharge the claimant from service with terminal dues including gratuity, bonus, leave, notice as may be applicable at the relevant time. Both sides have acknowledged that the claimant has been covered under ESIC for last one year and shall continue to avail further medical treatment from ESIC.
5. The claimant appeared and stated that he does not want to pursue the this matter which was seized under Employees, Compensation Act, 1923 on the information received from Rajbir Singh, ASI 3210/SST from P.S. Krishna Nagar, Shahdara, Delhi and FIR No. 0051 dated 16.01.2021 against the management as the matter has already been settled by him in terms of Exbt. A (colly). The statement of the claimant and owner of the management

राजेश नरंग
RTI



Gurvinder

Elumang
25/2/22
D-1158/95

[Handwritten signature]

Sh. Gurvinder Gambhir @ Sonu is recorded separately towards their unconditional and irreversible consent to the settlement and commitment to abide the settlement Exbt. A (colly) and keep this court/ authority indemnified from any loss and requesting this court/ authority to consider the present matter as closed in terms of settlement Exbt. A (colly) and withdrawn and it may be treated part of this order sheet.

6. Accordingly on the joint request of parties the matter is closed as withdrawn and disposed off. File be consigned to record room and copy of these proceedings be given dasti to the parties as prayed for.

Given under my hand and seal on 25th day of February, 2022.



(K.M.SINGH)

Commissioner, Employees Compensation

Gurvinder
LTI

25/2/22
RTI

(K.M. Singh)
(K.M. Singh)
D-1158/95
25/2/22

No. F. CEC-I/ED/18/2021

Date : 25.02.2022

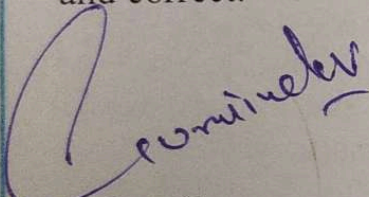
In the matter of: -
Sh. Rajendra Singh

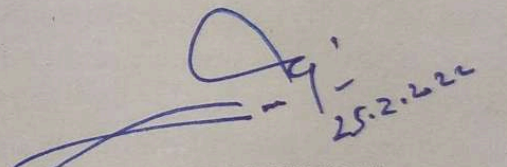
V/s

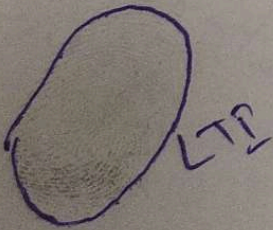
M/s R.S. Enterprises

Statement of Sh. Gurvinder Gambhir @ Sonu, office at A-32, Kanti Nagar, Delhi-110051.

I Gurvinder Gambhir @ Sonu do hereby affirm that I have settled the matter with the claimant voluntarily in terms of Exbt. A (colly) and I have paid the due payment committed by me in the settlement aforesaid in terms of receipt issued by the claimant by way of FDR and Demand Draft of Rs. 50,000/- each today in terms of Exbt. B (total paid Rs. 1,00,000/-). I undertake to remain bound in terms of settlement Exbt. A (colly). I tender unconditional and irreversible consent to the settlement Exbt. A (colly) and abide by commitment on my part in terms of the settlement Exbt. A (colly) and keep this court/ authority indemnified from any loss, what so ever. I have heard the statement the claimant whom I identify to be Sh. Rajendra Singh, claimant herein. I pray that present matter may be closed as withdrawn and disposed off in terms of Exbt. A (colly) and Exbt. B which are true and correct.


R.O.A.C


(K.M.SINGH)
Commissioner, Employees Compensation


LTI

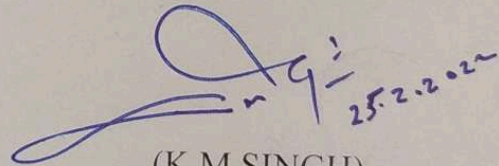
In the matter of: -
Sh. Rajendra Singh

V/s

M/s R.S. Enterprises

Statement of Sh. Rajendra Singh S/o Sh. Lal Singh R/o Village – Tila Sahbazpur, Block Loni, Dist. Ghaziabad, UP (as appear in Bank Account of Claimant) And also at 47, Loni, Near Railway Station, Banthla, Ghaziabad, UP 201102 (as in Aadhar Card).

I Rajendra Singh hereby affirm that I have settled the matter with the management voluntarily in terms of Exbt. A (colly) and I have received the payment committed to me in the settlement aforesaid in terms of receipt issued by me and Exbt. B upon receipt of Rs. 1,00,000/- by way of DD No. 113643 Dtd. 23.02.2022 drawn on Indian Bank, Shahdara Branch, Delhi of amount Rs. 50,000/- and an FDR/TDR of Rs. 50,000/- no. 0349311 Dtd. 23.02.2022 drawn on Indian Bank, Shahdara Branch, Delhi. I undertake to remain bound in terms of settlement Exbt. A (colly). I tender unconditional and irreversible consent to the settlement Exbt. A (colly) and abide by commitment on my part in terms of the settlement Exbt. A (colly) and keep this court/ authority indemnified from any loss, what so ever. I pray that present matter may be closed as withdrawn and disposed off in terms of Exbt. A (colly) and Exbt. B which are true and correct and I do not wish to pursue the present matter against the management including matter of FIR No. 0051 dated 16.01.2021 filed in P.S. Krishna Nagar, Shahdara, Delhi.



(K.M.SINGH)

Commissioner, Employees Compensation

R.O.A.C

