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

% **Date of Decision: 07th August, 2026**

CNR No. DLHC010362282026

+ **W.P.(C) 11264/2026**

RAJENDER SINGH AND 101 OTHERSPetitioners
Through: Mr. Gajendra Giri and Mr. Aditya
Giri, Advs.
Mob: 9213934696
Email: ggiriadvocate@yahoo.co.in

versus

THE LABOUR COMMISSIONER DELHI & ORS.Respondents
Through: Mr. Ashish Goyal, SPC and Mr.
Akash Chandrayan, G.P., for R-
4/DIAL
Mob: 8700757163
Mrs. Avnish Ahlawat, SC for
GNCTD with Mr. N.K. Singh, Ms.
Aliza Alam and Mr. Mohnish
Sehrawat, Advs.
Mob: 8527074562
Email: avnish@ahlawatassociates.in

CORAM:
HON'BLE MS. JUSTICE MINI PUSHKARNA

MINI PUSHKARNA, J (ORAL):

1. The present petition has been filed by the workers, who are the erstwhile employees of M/s Narangs International Hotels Private Limited, IGI Airport, New Delhi.
2. By way of the present petition, it is prayed that direction be issued to respondent no. 1, i.e., the Labour Commissioner, Government of NCT of



Delhi (“GNCTD”) to inspect the alleged closure of respondent no. 2, i.e., M/s Narangs International Hotels Private Limited, IGI Airport, New Delhi.

3. There is also further prayer for direction for re-employment with respondent no. 3, i.e., M/s Encalm Sky Plates (Delhi) JFK Private Limited, as the other co-workers of the petitioners have already been considered for such re-employment. There is further prayer for direction to respondent no. 2, to give all benefits of the regular employees to the petitioner, till the pendency of the matter of their alleged closure.

4. This Court is informed that a Memorandum of Settlement dated 09th April, 2026, was executed between the management of respondent no. 2, i.e., M/s Narangs International Hotels Private Limited, IGI Airport, New Delhi and the petitioners herein, pursuant to which, the petitioners had already accepted compensation.

5. Learned counsel appearing for the petitioners however submits that the said Memorandum of Settlement, pursuant to which the compensation was accepted, is not as per law.

6. Attention of this Court has been drawn to the Memorandum of Settlement dated 09th April, 2026, and in particular to Clause 10, which reads as under:

“xxx xxx xxx

10: It is further mutually agreed that in the event the Management, whether directly or indirectly, recommences or undertakes similar business operations in Delhi in future, the workmen covered under this Settlement shall be given first preference and pre-emption for engagement/employment, subject to their suitability, medical fitness, age, and compliance with the prevailing recruitment policies and statutory requirements at that time.

xxx xxx xxx”

7. By referring to the aforesaid Clause 10 of the said Memorandum of



Settlement, learned counsel appearing for the petitioners submits that the petitioners are entitled to be re-employed with the new company which now operates the inflight catering business, i.e., respondent no. 3.

8. He, however submits that only 216 employees from respondent no. 2 have been absorbed by respondent no. 3, while the other employees, including the petitioners herein have been denied the same.

9. Having heard learned counsel for the petitioners, it is evident that the prayers made before this Court are in the nature of an industrial dispute.

10. Accordingly, in case, the petitioners have a claim for absorption with respondent no. 3, they ought to approach the concerned Labour Court in this regard.

11. This Court notes that the said Memorandum of Settlement has not been challenged by the petitioners, till date.

12. In case, the petitioners are aggrieved by the Memorandum of Settlement dated 09th April, 2026, entered with the management of respondent no. 2, they are at liberty to challenge the same.

13. Noting the aforesaid, the present petition is accordingly disposed of.

MINI PUSHKARNA, J

AUGUST 7, 2026/SK