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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**% ***Date of Decision: 16th September, 2026***# **CNR No. DLHC011210402008**

+ W.P.(C) 6150/2008

MEER SINGH & ORS

.....Petitioners

Through: Mr. Tarkeshwar Nath,
Advocate (through VC).

versus

CENTRAL BOARD OF
IRRIGATION & POWER

.....Respondent

Through: Ms. Abha Kulshreshtha,
Advocate.**CORAM:****HON'BLE MR. JUSTICE AMIT MAHAJAN****AMIT MAHAJAN, J. (Oral)**

1. By the present petition, the petitioner challenges the award dated 12.09.2006 (hereafter '**impugned award**') passed by the learned Presiding Officer, Industrial Tribunal, Karkardooma Courts, Delhi whereby the learned Tribunal noting that the petitioners had voluntarily entered into the settlement agreement and had accepted the terms of voluntary retirement, had refused to grant the relief of reinstatement to them.

2. Succinctly put, the petitioner workmen formed a union with one Shri Om Prakash as its President on 12.09.1998. It is alleged that ever since the petitioner workmen formed a union, their relations with the management became strained and that thereafter on different pretexts the management started harassing the members of the union by transferring them from one place to another or by suspending them. It



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is the case of the petitioners that against such humiliation, the workmen resorted to a strike on 03.09.1998 and the same continued till 15.09.1998. Thereafter, it is alleged that on the assurances of the respondent management that the demands of the workmen would be met, the strike was discontinued on 16.09.1998. It is the case of the petitioner workmen that on the said date itself, that is, on 16.09.1998, one Shri. CVJ Verma (Member Secretary of the Management) informed the union that the office of the management would be closed with immediate effect and on this pretext, the petitioners were made to sign a voluntary retirement agreement dated 16.09.1998. It is claimed that while the petitioners were paid their dues and the retiral benefits were issued, the signature on the agreement itself was obtained through fraud and coercion. In this backdrop, the petitioners sought the relief of reinstatement claiming that the voluntary retirement agreement dated 16.09.1998 was obtained through fraud.

3. On the other hand, it is the case of the management that the workmen were employees of the management and that some of them were facing criminal trials under Section 420 of the Indian Penal Code, 1860. It is claimed that in view of better future prospects, the workmen entered into an agreement with the management and the management has already paid all the legal dues to the workmen.

4. By the impugned award, the learned Tribunal refused to grant the relief of reinstatement to the petitioners. In doing so, the learned Tribunal noted that the workmen entered into the agreement of their own volition and the workmen had nowhere pleaded or led evidence to show that they were paid any less amount which they would have



been entitled to or that they received the amount under protest. Aggrieved by the same, the petitioners have filed the present petition.

5. The learned counsel for the petitioners submits that the impugned award is perverse and is liable to be set aside. He submits that while the workmen had received the dues, the signature on the voluntary retirement agreement itself was obtained through fraud and coercion. He further submits that the agreement was signed without the signature of the competent authority. He consequently submits that the workmen are liable to be reinstated.

6. *Per contra*, the learned counsel for the respondent submits that the impugned order is well reasoned and warrants no interference by this Court. She submits that the petitioners are estopped from claiming anything by their own conduct since they entered into the agreement dated 16.09.1998. She submits that the said agreement was signed individually by the workmen and by the President of the Union, Om Prakash and the General Secretary, Kashi Ram. She submits that the workmen have also received full and final payment through cheques. She submits that after the said cheques were encashed, the petitioners also requested for issuance of service certificated which was provided to them. She submits that since all these acts were carried out by the workmen without any protest, there cannot be any prejudice to their rights.

7. She submits that the agreement itself reflects that the settlement was arrived at after negotiations. She consequently submits that the present petition is without any merit and is liable to be dismissed.

8. Having heard the counsel and perused the record, at the outset,



it is relevant to note that the jurisdiction of the High Court to issue a writ or direction in exercise of power under Article 226 of the Constitution of India is supervisory in nature and the Court ought not to act as an appellate Court. This Court therefore cannot substitute its own view for the view taken by the Industrial Adjudicator unless the same is shown to be arbitrary or perverse.

9. In short, the sum and substance of the case of the petitioners is that they were at odds with the management ever since they formed a union and had consequently resorted to a strike on 03.09.1998. It is their case that the strike was called off on the assurance of the management that their demands would be met and thereafter on the representation of the management that the office would be closed down with immediate effect, the petitioners were fraudulently made to enter into the agreement dated 16.09.1998.

10. Having taken note of the arguments of the counsel and holistically appraised the record, this Court is unimpressed by the stance of the petitioners, *inter alia*, for the following reasons: *Firstly*, the record reveals that the workmen at no stage disputed the manner of the execution of the agreement dated 16.09.1998. *Secondly*, the workmen do not dispute that they have received all the dues that are owed to them by the management. *Thirdly*, the agreement itself records that the settlement was arrived at between the management and the workmen *consequent to negotiation on 16 September 1998*. *Fourthly*, the workmen do not dispute that they have kept the amount given to them by the management till date without any protest.

11. On a comprehensive appraisal of the facts thus, the allegation of



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the workmen that the management committed fraud upon them does not seem to be correct. As appreciated by the learned Tribunal, the management, in their evidence, had specifically admitted that the agreement was entered on their behalf by a competent person who was acting on behalf of the management.

12. Further, as rightly appreciated by the learned Tribunal, the plea of the workmen that they were made to enter into the agreement fraudulently pales into significance as the workmen, neither in their statement of claim nor in their evidence pleaded that they were paid less amount which they would have been entitled to on the said date or that they received the amount under protest. Infact, as appreciated by the learned Tribunal, post the receipt of the amount, the General Secretary of the union, one Kashi Ram also moved an application dated 17.09.1998 asking for issuance of experience/character certificate to the workmen. The issuance of said application was also admitted by the workmen.

13. As noted above, the agreement itself was not only signed by the President and General Secretary of the Union, the same was also signed individually by each of the workmen. Once the workmen received the settlement amount and also retained the same without any protest, the workmen, by their own conduct, cannot now claim that the agreement itself was entered into by fraud. It further bears relevance to note that while the agreement itself was entered in the year 1998, the industrial dispute was raised much later in the year 2003 which further belies the stance of the petitioner.

14. As noted above, this Court in exercise of jurisdiction under



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Article 226 of the Constitution of India ought not to act as an appellate Court and cannot substitute its own view for the view taken by the Industrial Adjudicator unless the same is shown to be arbitrary or perverse.

15. In the facts of the present case, no such palpable perversity has been demonstrated to warrant interference by this Court.

16. The present petition is accordingly dismissed.

AMIT MAHAJAN, J

SEPTEMBER 16, 2026

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