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* IN THE HIGH COURT OF DELHI AT NEW DELHI
+ W.P.(C) 10960/2004
K.C.GAUTAM

.....Petitioner
Through: Ms. Shobhana Takiar and Mr. Kuljeet
Singh, Advocates.

versus

UNIVERSITY OF DELHI & ORS.

.....Respondent
Through: Mr. Anurag Gupta, Advocate for R-1
& 2.

CORAM:
HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

ORDER
08.01.2026

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1. The matter is settled in the Mediation Centre vide Settlement Agreement dated 19.12.2025.
 2. The Petition is accordingly disposed of.

NEENA BANSAL KRISHNA, J

JANUARY 8, 2026/va

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ANURAG DAYAL MATHUR

Advocate

Supreme Court of India

Office:

MD-23, Vishakha Enclave
Pitampura,
Delhi-110088

Chamber:

242, New Lawyers Chambers
Supreme Court of India
New Delhi-110001

Tel/fax:

Ch.011-23070017, Mob 91-9810875579

File No. HC-153

Dated: 08.01.2026

The Registrar,
University of Delhi,
New Delhi

CWP.No.10960 of 2004

Shri K.C.GAUTAM

Vs.

University of Delhi.

Sir,

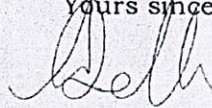
The above matter came up for further hearing on 08.01.2026 before the Hon'ble Justice Neena Bansal Krishna.

The court was informed that the matter was amicably settled between the parties before the Mediation Centre Delhi High Court.

In view of the same, the writ petition was disposed of as having settled between the parties. The Hon'ble Court directed that the settlement agreement be acted upon.

With regards,

Yours sincerely,



(ANURAG DAYAL MATHUR)

Advocate



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 DELHI HIGH COURT MEDIATION AND CONCILIATION CENTRE,
 DELHI HIGH COURT, SHER SHAH ROAD, NEW DELHI

SETTLEMENT AGREEMENT

DATE: 19.12.2025

M & C FILE NO. 2910/2025

CASE NO. W. P. (C) 10960/2004

This settlement/agreement is entered into on 19.12.2025.

BETWEEN

K. C. GAUTAM, S/O SHRI G.K. GAUTAM, R/O P-31, HARI NAGAR PART-11, NEAR BADARPUR, NEW DELHI-110044 (herein after called the "First Party/Petitioner").

AND

UNIVERSITY OF DELHI, (RESPONDENT NO. 1), THROUGH ITS REGISTRAR AND DISCIPLINARY AUTHORITY, (RESPONDENT NO. 2), THROUGH THEIR REGISTRAR WHO HAS AUTHORED MR. OM PRAKASH SHARMA, SECTION OFFICER, ESTABLISHMENT, SOUTH CAMPUS, UNIVERSITY OF DELHI, AUTHORIZED VIDE AUTHORITY LETTER DATED 18.12.2025, COPY OF THE SAME IS ANNEXED HEREWITH AS ANNEXURE-A herein after called the "Second Party/ Respondents"

AND

WHEREAS the First party/Petitioner had filed a Civil Writ Petition before this Hon'ble Delhi High Court which was registered as W. P. (C) No. 10960/2004 against the order of punishment of stoppage of one increment with cumulative

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effect imposed on the Petitioner by the Respondent on conclusion of inquiry proceedings.

AND WHEREAS on 09.09.2025 during the proceedings before the Hon'ble Court, the said WP(C) No. 10960/2004 was referred to the Delhi High Court Mediation and Conciliation Centre for the possibility of settlement of disputes between the parties through the process of mediation.

AND WHEREAS Ms. Deepali Gupta, Advocate was appointed as a mediator in the present matter to hold mediation proceedings.

AND WHEREAS number of mediation sessions were held with the parties along with their respective counsel on various dates, i.e., 16.09.2025, 24.09.2025, 13.10.2025, 31.10.2025, 13.11.2025, 27.11.2025 and 19.12.2025 for amicable settlement and in due process and also with the assistance of mediator, the parties have voluntarily, with their free will, have arrived at an amicable settlement/agreement by resolving all their disputes/differences between them.

Now, therefore this settlement agreement witnesses as follows:

- (a) Parties have reconciled their dispute and differences
- (b) That during the course of pendency of the present petition the petitioner had retired in 2015.
- (c) It is agreed between the Parties that the respondent shall restore the financial loss suffered on account of stoppage of increment due to the punishment imposed on the Petitioner by the Respondent.

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- (d) It is agreed that the respondent shall reimburse the actual difference on account of pay which was stopped on account of stoppage of increment w.e.f. 01.06.2002.
- (e) It is also agreed amongst the Parties that the aforesaid amount that has been calculated by the Respondent and comes to Rs.44729/- (Rupees Forty Four Thousand Seven Hundred Twenty Nine Only) shall be paid by the respondent to the Petitioner on or before two months from the signing of this present Settlement Agreement in the pension account of the Petitioner. It is also agreed that the Respondent has already provided to the First Party the calculation sheet in the form a chart, showing the cumulative amount of Rs.44729/- (Rupees Forty Four Thousand Seven Hundred Twenty Nine Only) arrived at.
- (f) That the parties agree that keeping in view the fact that the Petitioner has suffered due to the prolonged litigation between the parties which has affected his health leading to hardship and numerous problem suffered by his family, hence the parties with the assistance/intervention of the mediator have agreed that an ex-gratia amount of Rs.50,000/- (Rupees Fifty Thousand Only) shall be paid by the Respondent to the Petitioner alongwith the above mentioned amount of Rs.44729/- (Rupees Forty Four Thousand Seven Hundred Twenty Nine Only) cumulatively Rs. 94729/- (Rupees Ninety Four Thousand Seven Hundred Twenty Nine Only) on or before two months from the signing of this present Settlement Agreement in the pension account of the Petitioner.

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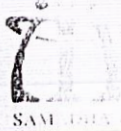
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- (g) That the Parties have agreed that they shall request the Hon'ble Court to dispose of the present Writ Petition (Civil) in terms of the present settlement/agreement.
- (h) The present Settlement/Agreement is binding on all the parties hereinabove.
- (i) That the Parties to this Settlement/Agreement confirm and declare that they have voluntarily and of their own respective free will, have arrived to this Settlement/Agreement in the presence of the Mediator.
- (j) That by signing the Settlement/Agreement, the Parties hereto state that they have no further claims or demands against each other presently or in future.
- (k) That the parties herein acknowledge that they have carefully read and understood the terms of the present Settlement/Agreement and further undertakes to abide by the terms and conditions as agreed in the present Settlement/Agreement. The terms and conditions of the present Settlement/Agreement has been read over and explained by the Mediator to the parties in their vernacular language (Hindi) and also in the presence of their counsels and have agreed and understood the same.
- (l) That the Parties have agreed that they shall abide by the terms and conditions set out in the present Settlement/Agreement and shall not dispute the same hereinafter in the future. The Parties further agreed that the statements made by them in this Settlement/Agreement shall be taken as their respective undertakings to the Hon'ble Court and

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the defaulting party shall be liable for contempt of court under the Contempt of Courts Act, 1952.

- (m) That this Settlement/Agreement has been arrived between the parties respectively at their own accord, free will and without any force, coercion, influence, misrepresentation and is without any inducement whatsoever.

PARTIES SIGNATURE

K. C. GAUTAM,
First Party

UNIVERSITY OF DELHI, (RESPONDENT NO. 1), THROUGH ITS REGISTRAR AND DISCIPLINARY AUTHORITY, (RESPONDENT NO. 2), THROUGH THEIR REGISTRAR WHO HAS AUTHORISED MR. OM PRAKASH SHARMA, SECTION OFFICER
(Second Party)

COUNSEL SIGNATURE

Ms. Shobhana Takkiar, Enrol. No. D/170/1988
(Counsels for the First Party)

Mr. Anurag Dayal Mathur, Enrol. No. D/259-R/1996
(Counsel for the Second Party)

(Deepali Gupta)
Mediator