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reliance should have been placed upon those documents by the Labour Court so as to deny the petitioner the benefit being claimed qua the illegal termination of services of the petitioner and that the petitioner never wilfully resigned from his services.

4. I have heard learned counsel for the petitioner and have gone through the record with his able assistance.

5. Certain findings have been recorded by the Labour Court on the basis of the documents which have been brought on record. As per the finding recorded by the Labour Court, the petitioner himself has mentioned that he had signed the Exhibit M-4 and M-5, which documents were taken on record. These are the documents which have been placed by the respondent-Management on record to show that the petitioner wilfully resigned from his services and had signed the documents indicating full and final settlement of the dues between the parties. Once, these documents have been held to be genuine by the Labour Court, then the argument being raised by the learned counsel for the petitioner that the documents were forced upon the petitioner to sign, cannot be accepted.

6. The assertion being raised by the learned counsel for the petitioner that the petitioner was abducted and was coerced to sign certain documents, it may be noticed that the said allegation was investigated by the police authorities and same was not established and accordingly a complaint was filed.

7. Keeping in view the totality of the circumstances, the reasoning given by the Tribunal to record the findings in it's impugned order is plausible. Once, after considering all the facts, the finding has been



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recorded by the Tribunal, which finding has not been shown to be perverse in any manner, the Award impugned needs no interference at the hands of this Court.

8. Further argument of the learned counsel for the petitioner is that small amount of Rs.2000/- was being released to the petitioner by way of cheque whereas, while receiving the settlement amount, the same was paid in cash.

9. It may be noticed that the signature of the petitioner on Exhibit M-5 is not on a blank paper but on revenue stamp. Once, the petitioner has signed on a revenue stamp, which document has been taken into account for the acceptance qua the settlement, even the argument raised by the learned counsel for the petitioner that he was made to sign the blank document is demolished.

10. Learned counsel for the petitioner has not been able to dispute that the settlement agreement reached into by the parties which is signed by the petitioner is on the revenue stamp attached to the documents signed by the petitioner.

11. That being so, the findings which have been recorded by the Tribunal, needs no interference at the hands of this Court.

12. No ground is made out for any interference by this Court in the facts and circumstances of the present case.

13. Accordingly, the writ petition is dismissed in limine.

March 18, 2025

harsha

(HARSIMRAN SINGH SETHI)

JUDGE

Whether speaking/reasoned : Yes

Whether reportable : No