



WEB COPY



W.P.No.30891 of 2014 & WMP.No.17872 of 2019

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Reserved on : 22.09.2023

Pronounced on : 11.10.2023

CORAM:

THE HONOURABLE MR. JUSTICE **G.K.ILANTHIRAIYAN**

W.P.No.30891 of 2014 and
WMP.No.17872 of 2019 in WP.No.19740 of 1999

WP.No.30891 of 2014

R.Sivakumar

... Petitioner

Vs.

- 1.The Government of Tamilnadu,
Rep. by its Secretary to Government,
Labour & Employment Department,
Fort St.George, Chennai 600 009
- 2.The Commissioner of Labour,
Labour Welfare Building,
DMS Compound, Chennai 600 006
- 3.The Assistant Commissioner of Labour,
(Conciliation-2),
Coimbatore 641 018
- 4.The Management of Sri Ramalinga
Choodamambikai Mills,
114, B.S.Sundaram Road,
Tirupur 638 601

... Respondents

PRAYER:

Writ Petition is filed under Article 226 of Constitution of India



W.P.No.30891 of 2014 & WMP.No.17872 of 2019

praying to issue a Writ of Certiorarified Mandamus calling for the records relating to impugned letter issued by the second respondent bearing Na.Ka.No.A3/62563/05 dated 19.11.2005 and quash the same and consequently direct respondents 1 to 3 to initiate prosecution proceedings under Section 29 of the Industrial Disputes Act, 1947 as against the fourth respondent for non-implementation of settlement dated 04.01.1999 within a time frame.

For Petitioner : Mr.K.M.Ramesh,
Senior Counsel
for Mr.S.Apunu

For Respondents
For R1 to 3 : Mr.L.S.M.Hasan Fizal,
Additional Government Pleader

WMP.No.17872 of 2019 in WP.No.19740 of 1999

Sri Ramalinga Choodambikai
Mills Ltd., rep. By its Managing Director
No.114, B.S.Sundaram Road,
Tiruppur-1

... Petitioner

Vs.

1.Coimbatore District Textile
Workers Union (Regd No.111)
Dt.11.03.38 rep. By its
President 2212, Trichy Road,
Singanallur, Coimbatore 641 005



W.P.No.30891 of 2014 & WMP.No.17872 of 2019

- 2.Regional Joint Director,
Employees State Insurance Corporation,
333, Cross Cut Road,
Coimbatore 12
- 3.Recovery Officer,
Employees State Insurance Corporation,
333, Cross Cut Road,
Coimbatore-12
- 4.Chellappan
- 5.Argunan
- 6.C.Ponnusamy
- 7.P.Periyasamy
- 8.A.Subramanian
- 9.Murugasamy
- 10.The Deputy Commissioner of
Labour, Coimbatore
- 11.R.Krishnamurthy
- 12.R.Sivakumar
- 13.Muthusamy
- 14.Appasamy
- 15.Kumar
- 16.Kanagaraj
- 17.Subramaniam
- 18.Nataraj
- 19.Ramasamy
- 20.Kuppusamy
- 21.Ramakrishna
- 22.Thangavel
- 23.Palanisamy
- 24.Ayyasamy
- 25.Nagaraj
- 26.Eswaramoorthi
- 27.Selvaraj

... Respondents



W.P.No.30891 of 2014 & WMP.No.17872 of 2019

PRAYER:

Writ Miscellaneous Petition is filed under Article 226 of Constitution of India praying to direct the registry to refund the amount of Rs.1,12,97,155/- lying in the court deposit to and in favour of the petitioner company by way of cheque or by any other mode to the account of petitioner company within a stipulated date.

For Petitioner : Mr.C.Umashankar

For Respondents

For R2 & 3 : Mr.G.Bharadwaj

For R1,12,14,15,
17 to 24 : Mr.V.Sivakumar

For R10 : Mr.L.S.M.Hasan Fizal,
Additional Government Pleader

COMMON ORDER

The writ petition in WP.No.30891 of 2014 has been filed challenging the order passed by the second respondent dated 19.11.2005 thereby rejected the request of taking action under Section 29 of the Industrial Disputes Act as against the fourth respondent.



W.P.No.30891 of 2014 & WMP.No.17872 of 2019

WEB COPY

2. The petitioner was employed in the fourth respondent mill (hereinafter called as 'mill'). It had 'A' and 'B' mills and there were employed 567 workers. While being so, all of sudden, the fourth respondent abruptly stopped the running of the mills from the month of February 2005 without complying the various statutory provisions contained in the Industrial Disputes Act, 1947. It employed more than 100 workmen and as such, it is coming under the definition of 'Industrial Establishment' under Section 2(ka) of the Industrial Disputes Act. Therefore, it mandates the industrial establishments to apply for prior permission in the case of lay-off and closure. However, the fourth respondent neither resorted to lay-off nor declared closure as contemplated under Section 25-M and 25-O of the Industrial Disputes Act while stopping the production activities of the mills. Thereafter, on 04.01.1999, the fourth respondent mill entered into a settlement under Section 18(1) of the Industrial Disputes Act with individual workman. As per the settlement clause (1), the fourth respondent offered to sell the non-utilised machineries, vacant sites after retaining some of the machineries and lands.



W.P.No.30891 of 2014 & WMP.No.17872 of 2019

WEB COPY

3 Out of the sale proceeds, the legal dues of the workmen who agreed to leave employment voluntarily would be settled and after settling those claims, the remaining amount will be utilised for running the mills and the workmen who had not opted for leaving the mill would be provided with work. The petitioner and other workmen (hereinafter called as 'workmen') did not agree to leave their employment and they waited for opening of mills. The fourth respondent after selling the machineries and portion of lands, settled the claims of the workmen who had agreed to leave their employment. However, the fourth respondent failed to reopen the mills and did not give any employment to the petitioner and other workmen who were similarly placed like him. Though huge amounts with the hands of the fourth respondent, it instead of reopening the mill, continued to keep the mill under illegal closure thereby the fourth respondent violated the settlement dated 04.01.1999 and it is an offence punishable under Section 34 of the Industrial Disputes Act. Without considering the above, the second respondent rejected the request made by the petitioner by the order impugned in this writ petition dated 19.11.2005.



W.P.No.30891 of 2014 & WMP.No.17872 of 2019

WEB COPY

4. The fourth respondent in WP.No.30891 of 2014 has filed the writ miscellaneous petition in WMP.No.17872 of 2019 in WP.No.19740 of 1999 for direction to the Registry of this Court to refund the amount of Rs.1,12,97,155/- lying in the court deposit in their favour. It is submitted that the mill owned 13.66 acres of land. It could not function because of various factors including labour problems. Therefore, there were huge arrears of salary and wages on one hand to be paid and on other hand, huge government dues such as property tax, electricity charges, etc. were in arrears. Therefore, the Government as well as various Unions approached this Court and this Court passed various orders and finally directed to sell the assets of the company admeasuring 13.66 acres of immovable property and the sale proceeds to be deposited before this Court so as to enable the dues are paid. Accordingly, the said property was sold for the total consideration of approximately Rs.4 crores and odd. After deducting all the arrears, the remaining sum of Rs.1,14,43,520/- was deposited before this Court, out of which all the dues were paid to the Labour and for other expenses. While being so, Tirupur Municipality had filed suit in OS.No.359 of 2002



W.P.No.30891 of 2014 & WMP.No.17872 of 2019

WEB COPY

on the file of the Sub Court, Tiruppur for recovery of properties tax to the tune of Rs.43,18,695/-. However, the said suit was dismissed by the judgment and decree dated 26.06.2014. However, this Court directed to pay a sum of Rs.39,43,520/- from the deposit in favour of the Tirupur Municipality. Accordingly, a sum of Rs.50,54,137/- and Rs.39,43,520/- were ordered to be kept in fixed deposit in the Indian Bank High Court Branch, Chennai 104. The suit filed by the Tirupur Municipality was dismissed. As of now, the entire dues to the Government agencies and all arrears to the Labour and Staff were paid and full satisfaction was recorded by the Commissioner of Labour. As far as the property tax arrears, the claim by the Tirupur Municipality was also already paid and there is no arrears. The mill was sold as early as on 30.06.2006 and there is no property available. Therefore, the petitioner seeks permission to withdraw the said amount.

5. The first respondent in WMP.No.17872 of 2018 filed counter and Mr.K.M.Ramesh, the learned Senior Counsel appearing for the petitioner (who is the twelfth respondent in WMP.No.17872 of 2019)



W.P.No.30891 of 2014 & WMP.No.17872 of 2019

in WP.No.30891 of 2014 submitted that the petitioner has no legal right to claim the refund of deposited amount before compensating the workmen since the fund derived from the assets of the mill is meant for the workmen. Till date, they were not paid any compensation. The mill is liable to compensate about Rs.2,32,45,856/- being the dues including salary, gratuity, PF and other benefits to the workmen who retired on attaining the age of superannuation. In fact, this Court held in WP.No.1869 of 2012 dated 02.11.2021 that the closure of the mill itself is illegal and the workmen are entitled to get all monetary benefits. Therefore, the workmen are entitled to get their backwages and other monetary benefits only from the deposit made by the mill. The mill was closed without any prior permission from the appropriate Government as contemplated under Section 25-O of Industrial Disputes Act.

5.1 He further submitted that as per Section 25-O sub-clause (6) of Industrial Disputes Act, the mill is liable to pay all the benefits to its employees including the workmen herein. In fact, the mill also had entered into an agreement with the workmen under Section 18(1) of the



W.P.No.30891 of 2014 & WMP.No.17872 of 2019

Industrial Disputes Act dated 04.01.1999. As per the settlement, this Court had directed the mill to deposit a sum of Rs.1.44 crores towards disbursement of benefits for workmen who retired under VRS scheme and also to pay gratuity for those workmen who had not retired relying on the clause No.4 of the settlement. Out of Rs.1.44 crores, the Deputy Commissioner of Labour had disbursed a sum of Rs.1,19,23,784/- in favour of 359 workmen as per settlement leaving the balance of Rs.17,79,079/-. It was also remitted back to this Court dated 30.03.2002. Apart from the above deposit, a sum of Rs.1.60 crores was also deposited by the mill in the Indian Bank.

5.2 He further submitted that as per the interim direction issued by this Court in WMP.No.1740 of 1999 dated 05.07.2022, this Court directed the mill to pay a sum of Rs.10 lakhs in favour of Employees State Insurance Corporation and also directed the mill to invest a sum of Rs.40 lakhs by way of fixed deposit to cover the further claim of Employees State Insurance Corporation. Out of remaining Rs.1.10 crores, this Court further directed to pay a sum of Rs.75 lakhs to the petitioner in



W.P.No.30891 of 2014 & WMP.No.17872 of 2019

WMP.No.17940 of 1999 dated 12.07.2002. Thus, it is now accrued with interest lying to the tune of Rs.1,12,97,155/-. The workmen retired under voluntary scheme are considered to be under employment as per clause 4 of 18(1) settlement. Thereafter, they attained age of superannuation starting from the year 2008 to 2019 respectively. Therefore, they are entitled for salary, gratuity, PF and other benefits. It comes to Rs.2,32,45,856/-. That apart, Employees State Insurance Corporation also claimed balance of Rs.16,70,565/- with interest as due from the mill which was also paid and further claim is not maintainable.

6. Respondents 2 & 3 in WMP.No.17872 of 2018 filed counter and Mr.G.Bharadwaj, the learned counsel appearing for respondents 2 and 3 in WMP.No.17872 of 2018 submitted that after selling the properties owned by the mill, this Court directed to pay a sum of Rs.10,00,000/- in favour of the second respondent. This Court also directed to invest a sum of Rs.40 lakhs in the Indian Bank, High Court Extension Branch, Chennai for a period of nine months. The said sum was directed to be invested only to cover the claim of the second



W.P.No.30891 of 2014 & WMP.No.17872 of 2019

respondent. Thus, it is clear that Rs.50 lakhs were directed only to settle ESI with the second respondent. Now it had mounted to the tune of Rs.1,12,97,155/- as on December 2018. After clearing the dues to the second respondent, the mill is entitled for balance amount.

6.1 He further submitted that insofar as the claim of the second respondent, the mill filed petition in ESIOP.Nos.107 of 2001 and 110 of 2001 challenging the orders passed by Employees State Insurance Corporation claiming damages and interest. Both the petitions were allowed by order dated 03.03.2003 and 03.04.2003 respectively on the file of the ESI Court, Coimbatore. Aggrieved by the same, ESI Corporation filed appeal in CMAs.No.2682 of 2003 and 2725 of 2003 in which the CMA.No.2682 of 2003 was allowed and CMA.No.2725 of 2003 was dismissed by this Court. Accordingly, the mill is liable to pay only the amount in respect of CMA.No.2682 of 2003. Accordingly the mill is liable to pay a sum of Rs.26,70,565/- together with interest from 07.10.2010. Out of the said amount, the Registry of this Court paid a sum of Rs.10,00,000/- in favour of the second respondent by way of



W.P.No.30891 of 2014 & WMP.No.17872 of 2019

demand draft No.212881 dated 24.07.2002. Therefore, the mill is liable to pay balance amount of Rs.16,70,565/- together with interest from 07.10.2010. The second respondent also filed calculation memo with interest till 08.12.2022 to the tune of Rs.34,99,834/- and further interest of Rs.1,19,868/- till the date of 25.09.2023. As directed by this Court, preference should be given as far as the claim of the second and third respondents as directed by this Court in payment of dues.

7. While pending miscellaneous petition in WMP.No.17872 of 2019, the Deputy Commissioner of Labour, Coimbatore i.e. 10th respondent filed status report dated 29.08.2022. As directed by this Court, a sum of Rs.1.44 crores was deposited before this Court by the mill for settling the terminal benefits of the workmen who had resigned as per settlement dated 04.01.1999, out of which a sum of Rs.1,19,23,784.4/- was disbursed in favour of 356 workmen. The remaining amount of Rs.17,79,079/- was returned to this Court by way of demand draft dated 30.03.2002. A sum of Rs.5,43,904/- meant for 19 workmen who had not resigned is remained in the Office of the Joint



W.P.No.30891 of 2014 & WMP.No.17872 of 2019

WEB COPY

Commissioner of Labour as bank fixed deposit. If they approached their office, it will be settled to them.

8. Respondents 1 to 3 in WP.No.30891 of 2014 filed counter and Mr.L.S.M.Hasan Fizal, the learned Additional Government Pleader appearing for respondents 1 to 3 in WP.No.30891 of 2014 submitted that there is no specific breach of any term of settlement as alleged by the workmen. The settlement does not contain a specific date on which the mill ought to be operated. Therefore, there is no illegality or abdication of power and jurisdiction conferred on the second and third respondents in refusing to prosecute the mill under Section 29 of the Industrial Disputes Act. Though the second and third respondents were entrusted with the task of settling the industrial disputes for protection of employment, it does not permit arbitrary exercise of power to initiate prosecution to bring about resolution of settlement where there is no specific breach of any term of settlement. Therefore, the workmen failed to make out any contravention by the mill to prosecute it under Section 29 of the Industrial Disputes Act.



W.P.No.30891 of 2014 & WMP.No.17872 of 2019

WEB COPY

9. Heard, Mr.C.Umashankar, the learned counsel for the petitioner in WMP.No.17872 of 2019, Mr.K.M.Ramesh, the learned Senior Counsel appearing for the petitioner in WP.No.30891 of 2014, Mr.G.Bharadwaj, the learned counsel for respondents 2 & 3 in WMP.No.17872 of 2019, Mr.V.Sivakumar, the learned counsel for respondents 1, 12, 14, 15, 17 to 24 in WMP.No.17872 of 2019 and Mr.L.S.M.Hasan Fizal, the learned Additional Government Pleader appearing for the tenth respondent in WMP.No.17872 of 2019 & respondents 1 to 3 in WP.No.30891 of 2014.

10. In view of the financial crisis, the mill could not able to function including various factors such as labour issue, huge arrears of salary, wages, huge government dues i.e. property tax, electricity charges and ESI contribution. It was challenged by various labour Unions by way of writ petition before this Court. Though various orders were passed by this Court, finally the mill was not in a position to pay arrears of salaries, wages and other government dues. Therefore, this Court directed the mill to sell the assets of 13.66 acres of immovable property owned by the mill



W.P.No.30891 of 2014 & WMP.No.17872 of 2019

and also ordered to deposit the sale proceeds. The property was sold out and after deducting all arrears, a sum of Rs.1,14,43,520/- was deposited before this Court. In the meanwhile, the Tirupur Municipality also filed suit claiming property tax against the mill. After adjusting the property tax due, this Court directed to deposit the remaining amount in a fixed deposit.

11. In the meanwhile, the mill had entered into settlement under Section 18(1) of Industrial Disputes Act with the individual workman. As per the settlement clause No.1, the mill offered to sell the unutilised machineries, vacant sites, after retaining some of the machineries and lands. It also agreed to pay the legal dues to the workmen who agreed to leave employment voluntarily with the sale proceeds. After settlement of those claims, the remaining amount will be utilised for running the mills and the workmen who had not opted for leaving the company will be provided with employment. However after selling the land and machineries, the mill was not able to open its production. Therefore, the workmen who had not opted for resignation from their employment and



W.P.No.30891 of 2014 & WMP.No.17872 of 2019

lodged complaint before the second respondent in WP.No.30891 of 2014 on the ground that the mill is not obeying or honouring the settlement since there is no time limit prescribed. After settling the dues, huge amount was kept with the mill and even then, the mill was not opened. It is violation of clause (4) of the settlement dated 04.01.1999.

12. It is relevant to extract clauses 1,2 & 4 of the settlement dated 04.01.1999 hereunder:

“1.ஆலையை இயக்குவதற்கு எவ்விதமான நிதி ஆதாரமோ, நிதி வசதியோ இல்லாத நிலையில் ஆலையின் ஒரு பகுதியினை (ஏ) மில் உள்ளடக்கிய தென்வடல் பகுதியை வைத்துக்கொண்டு, அதில் இருப்பதில் நல்ல நிலையில் இயக்கக்கூடிய மெஷின்களில் இருந்து 10,000 முதல் 12,500 கதிர்களை இயக்க தேவைப்படும் ஸ்பின்லிங் மெஷின்களையும், அதற்கு தேவைப்படும் ஸ்பின்லிங் பிரிபரேட்டரி மற்றும் கோல் வைண்டிங், பண்ட்லிங், ரீலிங் பிரிவு மெஷின்களையும், வைத்துக்கொண்டு மீதமுள்ள காலிமனை, தேவைப்படாத கட்டிடங்கள், 10,000 முதல் 12,500 கதிர்களை இயக்க தேவையான மெஷின்கள் போக மீதமுள்ள மெஷின்களையும், தேவையில்லாத மின்சாதனங்களையும் விற்பனை செய்து விடுவது எனவும் ஒப்புக் கொள்ளப்பட்டது.



W.P.No.30891 of 2014 & WMP.No.17872 of 2019

2.விற்பனை மூலம் கிடைக்கும் தொகையிலிருந்து தொழிலாளர்கள் சம்பந்தப்பட்ட கிராஜிடீட், நிலுவைகளையும், சம்பளம், போனஸ், லீவு, சம்பள நிலுவைகளையும், அரசு தர்ப்பு நிலுவைகளையும், (பி.எப்.எஸ்.ஐ., நிலுவைகள் மற்றும் அபராத தொகை), கூட்டுறவு பண்டகத்தின் நிலுவைகள், வருமானவரி மற்றும் விற்பனை வரி, நகராட்சிக்கு செலுத்த வேண்டிய நிலுவைத் தொகைகளையும், காதி நிலுவைத் தொகைகளையும், தொழிலாளர்கள் சம்பந்தப்பட்ட தனியார் நிலுவைகளையும் (மொபட், டி.வி) பட்டுவாடா செய்வது எனவும், இந்த நடவடிக்கைகள் முடிவடைந்ததும் நிறுத்தி வைக்கப்பட்டுள்ள பிரேம்பளை கையிருப்பில் உள்ள நிதி வசதியினையும் கணக்கில் எடுத்துக்கொண்டு ஆலையினை இயக்குவது குறித்து இருதரப்பாரும் கூடிப்பேசி முடிவு செய்து இயக்க நடவடிக்கை எடுப்பது எனவும் ஒப்புக் கொள்ளப்பட்டது.

4.தானாக முன்வந்து விலகிக் கொள்ள விருப்பம் தெரிவிக்காமல் தொடர்ந்து பணியில் இருக்க விரும்பும் தொழிலாளர்களுக்கு அவர்களுக்கு சேர வேண்டிய கிராஜிடீட் தொகையானது பாதுகாப்பு ஏற்படாத அரசுடைமை வங்கியில் ஸ்ரீஇராமலிங்க சூடாம்பிகை மில்ஸ் ஊழியர்களின் கிராஜிடீட் கணக்கு என ஆரம்பிக்கப்பட்டு மொத்தமாக வைப்பு நிதி ஏற்படுத்தி, அது கிராஜிடீட் வகைக்கு மட்டும் பயன்படுத்த ஏதுவான வகையில் வங்கி அதிகாரிகளுடன் கலந்து பேசி விதிமுறைகள் ஏற்படுத்துவது எனவும் ஒப்புக் கொள்ளப்பட்டது. மேலும் ஆலை இயக்கம் இல்லாத காலத்தில் பணியிலிருந்து விலகிக் கொள்ள விருப்பம் தெரிவித்து இராஜினாமா செய்யும்



W.P.No.30891 of 2014 & WMP.No.17872 of 2019

தொழிலாளர்களுக்கு எற்கனவே நிர்ணயம் செய்து கணக்கில் சேர்த்து வைப்பு நிதியில் வைக்கப்பட்ட தொகை மட்டு கிராஜிட்டியாக உடனடியாக வழங்குவது எனவும், ஆலை இயக்கம் ஆன பின்பு விருப்பம் தெரிவித்து விலகிக் கொள்ள முன்வரும் தொழிலாளர்களுக்கு அப்பொழுது நடைமுறையில் உள்ள கிராஜிட்டி விதிமுறைகளின்படி கிராஜிட்டியாக பட்டுவாடா செய்வது எனவும் ஒப்புக் கொள்ளப்பட்டது”

13. Thus, it is clear that it is in the nature of permitting the mill to sell the portion of the assets and settled the dues of workmen out of sale proceeds and to prepare for operation of only a part of the mills on engaging such employees who had not opted to quit employment on their own. There was no definite time frame fixed for any of the process like sale of assets, settlement of dues or for operation of the remaining portion of the mills. The settlement left the operation of the remaining mills open to various pre-conditions like settlement of dues from the assets sale, accumulation of surplus after settling of dues. It also provided that both parties shall jointly negotiate and decide about re-starting the mills. Therefore, there was no definite time frame decided to run the remaining portion of the mill and there cannot be a case of breach of



W.P.No.30891 of 2014 & WMP.No.17872 of 2019

terms of the settlement warranting prosecution under Section 29 of the Industrial Disputes Act for not operating the remaining portion of the mill until negotiated and mutually agreed or by adjudication in that aspect. Therefore, this Court finds no infirmity or illegality in the order passed by the second respondent. As such, the writ petition is devoid of merits and liable to be dismissed. Accordingly, the writ petition in WP.No.30891 of 2014 is dismissed.

14. Insofar as the direction sought for in WMP.No.17872 of 2019 is concerned, as per the settlement dated 04.01.1999 between the individual workman and the mill, agreed that every employee will be paid Rs.3,000/- initially and after the sale of the assets, if possible, that too after defraying all the amounts due to the labourers, the mill can be restarted. The mills were closed in the year 1996 because of various issues. Thereafter, the mill could not able to run after the year 1996. The first respondent i.e. Coimbatore District Textile Workers Union filed writ petition in WP.No.19740 of 1999 against the mill not to sell the property without paying the agreed amount to the workmen as per the settlement



W.P.No.30891 of 2014 & WMP.No.17872 of 2019

under Section 18(1) of the Industrial Disputes Act dated 04.01.1999.

WEB COPY

This Court appointed advocate commissioner and he valued the properties. Accordingly, two properties of the mill were sold and the entire sale proceeds were deposited before this Court. As directed by this Court, the deposited amount was disbursed towards the workmen dues. Insofar as 'B' property of the mill, it was sold and the entire amount was directed to be deposited before the Deputy Commissioner of Labour, Coimbatore i.e. 10th respondent.

15. Out of the total deposited amount Rs.1,19,23,784.4/- was disbursed to 356 workmen who had resigned as per the settlement and to three workmen who had resigned or superannuated later through proceedings of Joint Commissioner of Labour, Coimbatore. The remaining amount of Rs.17,79,079/- was returned to this Court and a sum of Rs.5,43,904/- meant for 19 workmen who had not resigned till date is remained in the Office of the Joint Commissioner of Labour. After 01.06.2002, there was no disbursal to any workman. Therefore, it had grown as Rs.10,73,597/- with interest of Rs.5,29,639/-. The list of 19



W.P.No.30891 of 2014 & WMP.No.17872 of 2019

workmen along with their dues are as follows:

WEB COPY

S.No	Name of the Workmen	Workmen dues
1	N.Shanmugam	Rs.30,999/-
2	S.Nanjappan	Rs.29,357/-
3	A.Ramasamy	Rs.28,261/-
4	R.Natrajan	Rs.32,889/-
5	S.Ammasaiappan	Rs.42,924/-
6	N.Appasamy	Rs.26,295/-
7	V.Kumar	Rs.28,051/-
8	B.Kanagaraj	Rs.28,727/-
9	N.Eswaramoorthi	Rs.42,820/-
10	R.Sivakumar	Rs.32,632/-
11	N.Ramakrishnan	Rs.28,514/-
12	C.Selvaraj	Rs.26,707/-
13	R.Nagarajan	Rs.21,265/-
14	A.Kuppusamy	Rs.29,567/-
15	K.Selvaraj	Rs.29,909/-
16	G.Ayyasamy	Rs.29,960/-
17	A.Palanisamy	Rs.24,136/-
18	Thangavel	Rs.20,777/-
19	K.Baskaran	Rs.10,114/-

16. The settlement details in favour of the workmen are also as follows:



W.P.No.30891 of 2014 & WMP.No.17872 of 2019

S.No.	Proceedings numbers	No. of workmen amount disbursed with	Disbursed Amount
1	Proceedings of Joint Commissioner of Labour No.அ2/ 13250/2001 dated 08.01.2002	283	88,39,953/-



W.P.No.30891 of 2014 & WMP.No.17872 of 2019

S.No.	Proceedings numbers	No. of workmen amount disbursed with	Disbursed Amount
2	Proceedings of Joint Commissioner of Labour No.அ5/ 13250/2001(1) dated 09.01.2002	9	11,64,419/-
3	Proceedings of Joint Commissioner of Labour No.அ5/ 13250/2001 dated 18.01.2002	16	4,24,422/-
4	Proceedings of Joint Commissioner of Labour No.அ5/ 13250/2001 dated 04.02.2002	22	7,30,430/-
5	Proceedings of Joint Commissioner of Labour No.அ5/ 13250/2001 dated 21.02.2002	7	1,89,775/-
6	Proceedings of Joint Commissioner of Labour No.ஆ2/ 13250/2001(9) dated 19.06.2002	5	1,44,059/-
7	Proceedings of Joint Commissioner of Labour No.ஆ2/ 13250/2001(10) dated 18.10.2002	4	1,05,247/-
8	Proceedings of Joint Commissioner of Labour No.ஆ2/ 13250/2001(7) dated 29.04.2012	7 legal heirs	2,30,594.08/-
9	Proceedings of Joint Commissioner of Labour No.ஆ2/ 4628/2010 dated 23.02.2012	2	72,316.28/-
10	Proceedings of Joint Commissioner of Labour No.ஆ2/ 4628/2010 dated 02.05.2012	1	22,569
11	Proceedings of Joint Commissioner of Labour No.அ5/ SRC Mill/2002(7) dated 27.03.2002	Redeposited to High Court DD No:000851 dated 30.03.2002	17,79,079/-
	Total		1,37,02,863.4



W.P.No.30891 of 2014 & WMP.No.17872 of 2019

WEB COPY

17. Further, insofar as the dues to the second and third respondents are concerned, the mill is liable to pay a sum of Rs.26,70,565/-, out of which Rs.10,00,000/- already received from this Court by the cheque No.212881 dated 24.07.2002. Therefore, the remaining balance of Rs.16,70,565/- together with interest till 25.09.2023 comes to Rs.36,19,702/- as due to respondents 2 and 3 from the mill. As directed by this Court, a sum of Rs.40,00,000/- was deposited in the Indian Bank, High Court Extension Branch in order to discharge the Employees State Insurance dues. Now it mounted to the tune of Rs.1,12,97,155/- as on December 2018.

18. After deducting the dues to the respondents 2 and 3 to the tune of Rs.36,19,702/- out of Rs.1,12,97,155/-, the remaining amount is entitled by the mill since this deposit was made exclusively earmarked for the payment of Employees State Insurance dues. Therefore, it is nothing to do with the dues as claimed by the workmen.

19. Further, by order dated 02.06.2023, this Court directed the



W.P.No.30891 of 2014 & WMP.No.17872 of 2019

WEB COPY

workmen to approach the 10th respondent to receive the amounts without prejudice to the rights of the mill as well as the workmen to agitate on the right to withdraw the amount in deposit with the Indian Bank, High Court Branch. Accordingly, 19 workmen were paid their dues. In fact, on behalf of the deceased workmen, the legal heirs were paid by the 10th respondent. Further, the other respondents i.e. Respondents 12 to 27 lead by the twelfth respondent filed number of cases as against the mill with very same allegations that they have not signed in the settlement dated 04.01.1999 and as such they are entitled for arrears and wages till their superannuation. They were members of the petitioner union in WP.No.19740 of 1999. That apart, they also filed another writ petition in WP.No.13735 of 2000 raising the very same issue and the same was dismissed by this Court by order dated 21.12.2000. It was also confirmed by the Hon'ble Division Bench of this Court in WA.No.122 of 2001 by order dated 19.04.2002.

20. Once again, they filed claim petitions before the Labour Court, Coimbatore in CP.Nos.732, 734 to 745, 747, 749 & 751 of 2002



W.P.No.30891 of 2014 & WMP.No.17872 of 2019

and made very same claim and all were dismissed by order dated 30.10.2003. It was also challenged before this Court in WP.No.1688 of 2004 and it was also dismissed by this Court by order dated 06.03.2015. Therefore, the settlement arrived between the mill and the individual workman under Section 18(1) of the Industrial Disputes Act dated 04.01.1999 had reached finality. All of them were paid as per the report submitted by the 10th respondent and the payment includes arrears of wages, gratuity and provident fund. Therefore, the mill is entitled for the balance amount which is lying in the Registry of this Court after deducting the payment to be made to the second and third respondents.

21. Accordingly, the miscellaneous petition in WMP.No.17872 of 2019 in WP.No.19740 of 1999 is partly allowed and the Registry of this Court is directed to refund the remaining amount after deducting Rs.36,19,702/- from the deposit amount of “Rs.1,12,97,155/-” with accrued interest, if any, forthwith. The Registry of this Court is also directed to refund Rs.36,19,702/- to respondents 2 & 3 forthwith. There shall be no order as to costs.



W.P.No.30891 of 2014 & WMP.No.17872 of 2019

WEB COPY

11.10.2023

Internet: Yes
Index: Yes/No
Speaking/Non-speaking order
lok

G.K.ILANTHIRAIYAN, J.

lok

To
1.Secretary to Government,



W.P.No.30891 of 2014 & WMP.No.17872 of 2019

WEB COPY

1. The Government of Tamilnadu,
Labour & Employment Department,
Fort St.George, Chennai 600 009
2. The Commissioner of Labour,
Labour Welfare Building, DMS Compound, Chennai 600 006
3. The Assistant Commissioner of Labour,
(Conciliation-2), Coimbatore 641 018
4. The Management of Sri Ramalinga
Choodamambikai Mills,
114, B.S.Sundaram Road, Tirupur 638 601
5. Coimbatore District Textile
Workers Union (Regd No.111)
Dt.11.03.38 rep. By its
President 2212, Trichy Road,
Singanallur, Coimbatore 641 005
6. Regional Joint Director,
Employees State Insurance Corporation,
333, Cross Cut Road, Coimbatore 12
7. Recovery Officer,
Employees State Insurance Corporation,
333, Cross Cut Road, Coimbatore-12
8. The Deputy Commissioner of
Labour, Coimbatore
9. The Government Advocate
High Court, Madras.

W.P.No.30891 of 2014 and
WMP.No.17872 of 2019 in WP.No.19740 of 1999
11.10.2023