



IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 23RD DAY OF APRIL, 2026

BEFORE

THE HON'BLE MR. JUSTICE ANANT RAMANATH HEGDE

WRIT PETITION NO. 13029 OF 2023 (L-RES)

C/W

WRIT PETITION NO. 9847 OF 2022 (L-RES)

IN WP No. 13029/2023:

BETWEEN:

SMT. S. NIRMALA
W/O ANTONY RAJ,
AGED ABOUT 57 YEARS,
R/AT NO.402, 9TH MAIN ROAD,
NEW AVALAHALLI, BDA LAYOUT,
BENGALURU-560 085.

...PETITIONER

(BY SRI. A.J. SRINIVASAN, ADVOCATE)

AND:

M/S. YOKOGAWA INDIA LTD. (A CO. REGISTERED
UNDER THE INDIAN COMPANY'S ACT.),
PLOT NO.96/1, 1ST PHASE, ELECTRONIC CITY,
HOSUR ROAD, BENGALURU-560 100,
REPRESENTED BY ITS MANAGING DIRECTOR.

...RESPONDENT

(BY SRI. PRASHANTH B.R., ADVOCATE)

THIS W.P. IS FILED UNDER ARTICLES 226 AND 227 OF
THE CONSTITUTION OF INDIA PRAYING TO QUASHING THE
PORTION OF THE AWARD PASSED BY THE SECOND
ADDITIONAL LABOUR COURT, BANGALORE DATED 24.02.2022
IN REF.NO.21/2017, AN ORIGINAL COPY OF WHICH IS AT
ANNEXURE-A, ONLY TO THE EXTENT AGGRIEVED OF NOT
SPECIFYING THAT THE PETITIONER IS ENTITLED TO ALL

Digitally signed
by BELUR
RANGADHAMA
NANDINI

Location: HIGH
COURT OF
KARNATAKA



NC: 2026:KHC:22187
WP No. 13029 of 2023
C/W WP No. 9847 of 2022

CONSEQUENTIAL BENEFITS AND LIMITING THE BACK WAGES TO ONLY 75% BACKWAGES AND MODIFY THAT PORTION OF THE AWARD, GRANTING AND SPECIFYING THAT THE PETITIONER WORKMAN IS ENTITLED TO ALL CONSEQUENTIAL BENEFITS, INCLUDING FULL BACK WAGES, FROM THE DATE OF HER ILLEGAL UNJUSTIFIED TERMINATION TILL HER REINSTATEMENT AND GRANT SUCH OTHER RELIEF OR RELIEFS AS THIS HON'BLE COURT MAY BE PLEASED TO GRANT.

IN WP NO. 9847/2022:

BETWEEN:

M/S YOKOGAWA INDIA LTD
NO.583, 19TH MAIN ROAD,
VYALIKAVAl, NAGAWARA
VEERANNAPALYA,
ARABIC COLLEGE POST,
BENGALURU-560 045
REPRESENTED BY ITS COMPANY SECRETARY
COMPANY REGISTERED UNDER THE
COMPANIES ACT 1951.

...PETITIONER

(BY SRI. B.R. PRASHANTH, ADVOCATE FOR
SMT. SUNITA SRINIVAS, ADVOCATE)

AND:

SMT. S. NIRMALA
AGED ABOUT 56 YEARS,
NO.402, 9TH MAIN ROAD,
NEW AVALAHALLI EXTENSION,
BENGALURU-560 085.

...RESPONDENT

(BY SRI. A.J. SRINIVASAN, ADVOCATE FOR C/R)

THIS W.P. IS FILED UNDER ARTICLES 226 AND 227 OF THE CONSTITUTION OF INDIA PRAYING TO QUASHING THE AWARD DATED 24.02.2022 AS AT ANNEXURE-A PASSED BY THE PRESIDING OFFICER, SECOND ADDITIONAL LABOUR COURT, BANGALORE IN REF. NO.21/2017, DIRECTING THE



PETITIONER TO REINSTATE THE RESPONDENT WITH CONTINUITY OF SERVICE WITH 75% BACKWAGES AND ETC.

THESE PETITIONS, COMING ON FOR PRELIMINARY HEARING IN 'B' GROUP, THIS DAY, ORDER WAS MADE THEREIN AS UNDER:

CORAM: HON'BLE MR. JUSTICE ANANT RAMANATH HEGDE

ORAL ORDER

These two writ petitions are filed assailing the award dated 24.02.2022 passed by the Second Additional Labour Court, Bengaluru in Reference No.21/2017. One petition is filed by the petitioner - workman and another petition is filed by the respondent - management to the extent of disallowing the claim of both parties.

2. The workman and an authorized representative of the management are present and they are identified by their respective counsel.

3. Learned counsel for the workman and the management have submitted a joint memo reporting settlement. The joint memo is signed by the workman as



well as the authorized representative of the management and the respective counsel.

4. The Court has perused the terms and conditions of the settlement. The terms of the settlement are as under:

- "1. It is agreed that compensation amount of INR 33,05,064/- (Rupees Thirty Three Lakhs Five Thousand Sixty Four Only) shall be paid to the Respondent towards full and final settlement of all the disputes and claims made in W.P.No.9487/2022 and W.P.No.13029/2023, including consequential benefits and full backwages arising out of discharge order dated 14.06.2016 and Award dated 24.02.2022 passed by the Second Additional Labour Court and all other legal benefits, including gratuity, provident fund, bonus, encashment of leave etc.*
- 2. It is submitted that the Respondent has agreed to receive compensation of a **Gross** amount of INR 33,05,064/- (Rupees Thirty Three Lakhs Five Thousand Sixty Four Only) and **Net** amount (**post deduction of applicable TDS as per the provisions of the Income Tax Act**) of INR 28,03,042 (Rupees Twenty Eight Lakh Three Thousand and Forty Two Only) towards full and final settlement of all the disputes and claims made in W.P.No.9487/2022 and W.P.No.13029/2023, including consequential benefits and full backwages arising out of discharge order dated 14.06.2016 and Award dated 24.02.2022 passed by the Second Additional Labour Court and all other legal benefits, including gratuity, provident fund, bonus, encashment of leave etc.*



Detailed break-up:

Sl.No.	Particulars	Amount (INR)
1.	Compensation (salary, etc.)*	29,69,729
2.	Leave encashment	69,969
3.	Gratuity	1,51,062
4.	Other allowances etc.	1,14,304
5.	Gross Total (1 + 2 + 3 + 4)	33,05,064
6.	Income Tax Deduction	(5,02,022)
7.	Net Total/Payable (5-6)	28,03,042

*Computation of Compensation at Sl.No.1 of above table

From Date 15-06-2016	To Date 12.04.2022	Gross salary per year	Company PF contribution (if employee was in employment)
15-Jun-16	31-Mar-17	3,87,683	17,100
01-Apr-17	31-Mar-18	4,87,992	21,600
01-Apr-18	31-Mar-19	4,87,992	21,600
01-Apr-19	31-Mar-20	4,87,992	21,600
01-Apr-20	31-Mar-21	4,87,992	21,600
01-Apr-21	31-Mar-22	4,87,992	21,600
01-Apr-22	12-Apr-22	16,266	720
(A) Total Gross salary from June 2016 to April 2022		28,43,909	1,25,820
		INR 29,69,729	

For the period 13th April 2022 till date of superannuation i.e. 31.05.2025, the respondent was paid 100% salary and PF contribution, hence no amount or bifurcation needs to be paid or shown.

- In pursuance of the above agreement, the Petitioner has paid the Respondent a **Net** amount (**post deduction of applicable TDS as per the provisions of the Income Tax Act**) of INR 28,03,042 (Rupees Twenty Eight Lakh Three Thousand and Forty-Two Only) by way of two Account Payee Cheques bearing:



a. No.**561672** dated 16th April, 2026 having amount of **INR 1,51,062** (Rupees One Lakh Fifty-One Thousand and Sixty-Two Only) drawn in favour of S. Nirmala on State Bank of India, and

b. No.**543859** dated 16th April 2026 having amount of **INR 26,51,980** (Rupees Twenty-Six Lakh Fifty-One Thousand Nine Hundred and Eighty Only) drawn in favour of S. Nirmala on State Bank of India.

towards full and final settlement of all the issues and disputes, including claim for full backwages and all other legal benefits, including gratuity, provident fund, bonus, encashment of leave etc.

4. The above amount of compensation is deemed to be spread over for a period from the date of order of discharge i.e., 14.06.2016 till the date of settlement and shall not be treated as wages for any statutory purposes.
5. The Respondent agrees that there are no more claims whatsoever against the Petitioner Company and that she shall not raise any dispute before any Authorities or Court of law against the Respondent.
6. The Respondent agrees that she has entered into settlement voluntarily and without force and undue influence and after fully understanding the contents and consequences thereof.
7. Both the parties submit that this Hon'ble Court may be pleased to order 'Spread over' of the settlement amount for the date of her discharge from service 14-05-2016 till 31-05-2025 which is the date she attained the age of 60 years, the date of superannuation, in order for her to avail relief under Section 89 of the Income Tax Act, 1961 as per the judgement of the Hon'ble Supreme Court in Sundaram Motors Vs. Ameer Jan 1985 (I) SCC 118.



In view of the settlement arrived at, both the parties respectfully pray that this Hon'ble Court may be pleased to dispose of the above W.P.No.9487/2022 and W.P.No.13029/2023, in the interest of justice and equity."

5. The Court has also perused Clause 7 of the joint memo. The said Clause 7 would refer to the 'Spread Over' of the settlement amount from 14.05.2016 (the date on which the workman was discharged from service) to 31.05.2025 (the date on which she attained the age of 60, i.e., the age of superannuation) in order to avail the relief under Section 89 of the Income Tax Act, 1961 as per the judgment of the Apex Court in **Sundaram Motors Pvt. Ltd. Vs Ameerjan and another¹**.

6. The Court is of the view that the workman is entitled to such benefit under the provisions of the Income Tax Act, 1961 and the Income Tax Act, 2025.

7. The workman admits the receipt of two cheques for Rs.1,51,062/- and for Rs.26,51,980/-. Both cheques

¹ 1985 (1) SCC 118



are drawn in favour of the workman on State Bank of India.

8. The workman is before the Court and has submitted that he has voluntarily entered into settlement. This Court does not find any impediment to accept the terms of the settlement.

9. Under these circumstances, the impugned Award dated 24.02.2022 in Reference No.21/2017 on the file of the Second Additional Labour Court, Bengaluru is set aside and substituted by the settlement.

10. The petitions are ***disposed of in terms of the settlement.***

Sd/-
(ANANT RAMANATH HEGDE)
JUDGE

SA
List No.: 1 Sl No.: 39