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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 15-07-2026

CORAM

THE HON'BLE MR JUSTICE S. M. SUBRAMANIAM

AND

THE HON'BLE MR.JUSTICE C.KUMARAPPAN

WA Nos. 338, 342, 343, 344, 345, 373 of 2025

WA No. 338 of 2025:

T.Udhayakumar

..Appellant(s)

Vs

1. The Management Of Gates Unitta India
Company Pvt. Ltd.
F-19, SIPCOT Industrial Park Pondur-A,
Sriperumbudur, Kancheepuram
District-602106
2. S.Viswanath
Senior Manager, HR Gates Unitta India
Company Pvt. Ltd. F-19, SIPCOT Industrial
Park, Pondur-A, Sriperumbudur,
Kancheepuram District-602106

..Respondent(s)

Writ Appeal filed under Clause 15 of the Letters Patent issuing writ of declaration to set aside the order in WP No.39546/2024 pronounced on 19.12.2024.

In all Writ Appeals

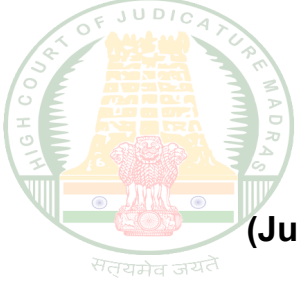
For Appellant(s):

Mr.V.Prakash

Senior Counsel for Mr.Gokul S

For Respondent(s):

Mr.C Manohar Gupta

**COMMON JUDGMENT****(Judgment of the Court was delivered by S.M.Subramaniam J.)**

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Respective learned counsel appearing on behalf of the parties to the lis would submit that issues between the parties had been settled before the Tamil Nadu Mediation and Conciliation Centre, High Court of Madras on 28.04.2026.

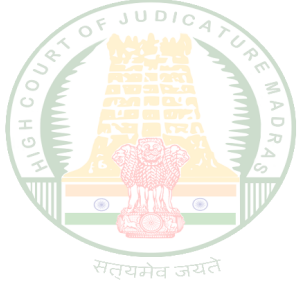
2. The terms of settlement is extracted hereunder:

“a. The management will withdraw the penalty of 7 days suspension imposed on the appellants from 25.08.2025 to 31.08.2025 in the respective service records of each of the appellants.

b. In view of such withdrawal, any entry relating to this penalty or reference to this penalty, will be removed from the service records of the each appellants.

c. The workers waive their wages for the period from 25.08.2025 to 31.08.2025. However, the period will be treated as one of continuity of service for all purposes, except wages and the said period will not be treated as break in service.

d. The question of law raised in the writ appeals is left open and treated as not decided between the parties.



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e. Both the parties agrees that they will not institute a claim or suit or any legal proceedings with each other in the future in this regard.

f. Both the parties agrees that this settlement shall not be construed as an admission of guilt or liability by either party.

g. Both parties hereby agree to place a copy of this Memorandum of compromise before the Hon'ble Division Bench for recording the same for disposal of the above Writ Appeals.

h. Both parties agree that the above settlement is voluntary, arrived at without any coercion, undue influence, or misrepresentation."

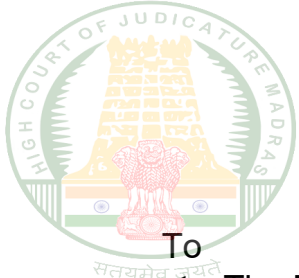
3. In view of the above settlement, the writ appeals are disposed of. No costs. Consequently, the connected miscellaneous petitions, if any, are closed.

(S.M.S.,J.) (C.K.,J.)
15-07-2026

Index: Yes/No
Speaking/Non-speaking order
Neutral Citation: Yes/No

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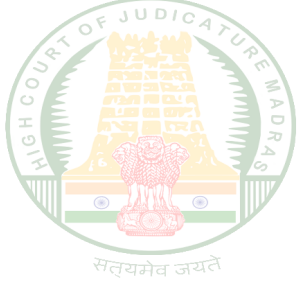
Note: Registry is directed to type the remaining cause titles.



To

1. The Management Of Gates Unitta India
Company Pvt. Ltd.
F-19, SIPCOT Indusrial Park Pondur-A,
Sriperumbudur, Kancheepuram
District-602106

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**S.M.SUBRAMANIAM, J.
AND
C.KUMARAPPAN, J.**

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