



WEB COPY

W.A.No.3812 of 2



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 27-04-2026

CORAM

THE HON'BLE MR.JUSTICE S.M.SUBRAMANIAM
AND
THE HON'BLE MR.JUSTICE C.KUMARAPPAN

W.A.No.3812 of 2024 AND
C.M.P.No.30034 OF 2024

The Management of Ashok Leyland Ltd.,
No.175, Sipcot industrial Estate,
Hosur - 635 126, Krishnagiri District.

..Appellant

-VS-

1. The Presiding Officer
Labour Court, Salem.

2. S.Prabhakaran

..Respondents

Prayer: To set aside order dated 16.08.2023 in W.P.No.14791 of 2017 in so far as it relates to the grant of compensation of Rs.10 lakhs to the 2nd Respondent Workman.

For Appellant:

Mr.Shivathanu Mohan
For M/s.S.Ramasubramaniam & Asso.

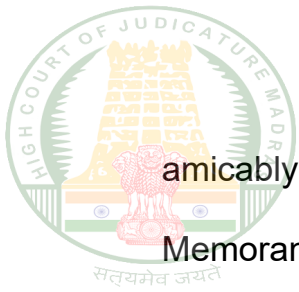
For Respondent(s):

R1 – Labour Court
Mr.K.M.Ramesh, Senior Counsel
For Mr.V.Subramani for R2

J U D G M E N T

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

Respective learned counsel appearing on behalf of the parties to the *lis* would submit that issues between the parties have been settled



amicably through Tamil Nadu Mediation and Conciliation Centre and a Joint Memorandum of Compromise dated 20.04.2026 has also been entered

between the parties. The terms of Settlement Agreement entered into between the parties are extracted hereunder:

“JOINT MEMORANDUM OF COMPROMISE BETWEEN THE APPELLANT/MANAGEMENT AND 2ND RESPONDENT/WORKMAN

It is most respectfully submitted that both parties agree as follows:

1. It is respectfully submitted that the Hon'ble Madras High Court has referred this writ appeal for mediation on 12.02.2026, for amicable settlement. Thereafter, it has been listed in the High Court Mediation Centre before the Learned Mediator Mr. G. Ramdas on various dates.

2. It is submitted that the Appellant/Management has filed the above Writ Appeal challenging the Order dated 16.08.2023 in W.P.No. 14791 of 2017, in so far as it relates to the grant of compensation of Rs. 10 Lakhs to the 2 Respondent/Former employee by the Hon'ble Madras High Court, whereby a direction was issued to the Appellant/Management to pay a sum of Rs.10,00,000/- (Rupees Ten Lakhs Only) as compensation in full quit to the 2nd Respondent/Former employee.

3. It is submitted that the Appellant/Management and 2nd Respondent/Former employee herein have agreed and entered into this Joint Memorandum of Compromise out of their own free will and consent to settle the above Writ Appeal as a one-time full and final settlement.

4. It is submitted that a sum of 10,00,000/- (Rupees Ten Lakhs Only) shall be paid by the Appellant/Management to the 2nd Respondent/ Former employee, Mr. S. Prabhakaran, as a one-time full and final settlement of all his claims, monetary or otherwise; of any nature whatsoever.

5. The Provident Fund accumulations as available presently on record of Mr.S.Prabhakaran for rendering services up to 23.10.2009 shall be paid to Mr.S.Prabhakaran upon his applying in writing to the Appellant/Management, and the Appellant/Management shall have no objection to disburse such payment to the 2nd Respondent/Former employee.

6. The said amount mentioned in paragraph No. 4 shall be paid by way of Demand Draft bearing No.003626 dated 16.04.2026 drawn on HDFC Bank, in favour of Mr.S.Prabhakaran, and shall be handed



over to the 2nd Respondent/Former employee at the time of recording this compromise.

7. Upon receipt of the above payment, the 2nd Respondent/Former employee shall have no further claim of any kind, monetary, statutory, or otherwise, against the Appellant/ Management, its officers, or employees.

8. The 2nd Respondent/Former employee specifically confirms and agrees that he shall not claim reinstatement, re-employment, continuity of service, resumption of duty, or back wages with the Petitioner Management at any time hereafter as result of this settlement.

9. The 2nd Respondent/Former employee further undertakes that this payment under this Joint Memorandum is in complete settlement of all his claims and demands, including those made in 1.D No. 214 of 2010 before the Labour Court, Salem, and any related or collateral proceedings.

10. As a result of this compromise, the parties have resolved all issues, monetary, statutory, or otherwise, and the 2nd Respondent/Former employee has no subsisting claim of any kind against the Appellant/Management.

11. The parties shall jointly request this Hon'ble High Court to record this Joint Memorandum of Compromise and pass final orders in the above Writ Appeal in terms of this settlement.

Dated at Chennai on this the 20th day of April, 2026.”

2. In view of the above Settlement, the Writ Appeal stands disposed of. The Joint Memorandum of Compromise dated 20.04.2026 shall form part of this order. No costs. Consequently, connected miscellaneous petition is closed.

(S.M.S.,J.) (C.K.,J.)
27.04.2026

Index: Yes/No
Speaking/Non-speaking order
Neutral Citation: Yes/No
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S.M.SUBRAMANIAM,J.
AND
C.KUMARAPPAN,J.
AR

To:

The Presiding Officer,
Labour Court,
Salem.

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