

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 10.09.2015

CORAM

THE HONOURABLE MR.JUSTICE C.S.KARNAN

W.P.No.5681 of 2014
and
M.P.Nos.2 and 3 of 2015

The Kwaliti Precision Products Private Limited,
Plot No.43, N.P.Sidco Estate,
Post Box No.31, Ambattur,
Chennai - 600 098.

Petitioner

Vs.

1.The Presiding Officer,
III Additional Labour Court,
Chennai.

2.K.Karthikeyan

... Respondents

Prayer: Writ petition is filed under Article 226 of the Constitution of India to issue a writ of certiorari, or any other appropriate writ, order or direction to call for the records and quash the award dated 17.07.2013 in I.D.No.191 of 2009, on the file of the first respondent.

For Petitioner : M/s.Meenakshisundaram

For Respondents : Mr.T.P.Kathiravan for R2
Labour Court for R1

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O R D E R

The 2nd respondent herein has filed a case in I.D.No.191 of 2009, on the file of the 1st respondent herein against the writ petitioner to direct him to reinstate the employer with continuity service, full back wages and all other attendant benefits, since the employer had been terminated from 15.12.2008. The said case had been resisted by the management by way of filing a counter statement. The Labour Court after considering the averments on both sides and on

recording the evidence of workmen and management and also perused the exhibits which were marked by both parties and allowed the case of the employee by setting aside the dismissal order dated 15.12.2008 by the management and directed the management to reinstate the petitioner into service with continuity of service and with backwages and all other attendant benefits.

2. Against the said award passed by the 1st respondent herein namely 3rd Additional Labour Court, Chennai, order dated 17.07.2013. The management has filed the above writ petition. Today the matter came before this Court for hearing when the learned counsel for both sides informed the Court stating that the dispute has been settled between the management and employer on the following terms and conditions as follows:

(i) The 2nd respondent is entitled to a sum of Rs.2,70,000/- (Two lakhs Seventy Thousand) only in full and final settlement of all amounts due from the Management including service benefits and gratuity;

(ii) The 2nd respondent may withdraw the said sum of Rs.2,70,000/- (Two Lakhs Seventy thousand) from the amount deposited with the first respondent to the credit of I.D.No.191 of 2009;

(iii) The petitioner may withdraw the excess amount of Rs.76,500/- from the amount deposited with the first respondent to the credit of I.D.No.191 of 2009;

(iv) The petitioner shall deposit the PF amounts due to the II respondent with the EPFO within 30 days of the order passed in the above writ petition;

(v) No further amounts are due and payable by the 2nd respondent towards Society Loan and educational advance;

(vi) The 2nd respondent shall not claim any further amounts from the management.

3. The compromise memo has been duly signed by both parties and their respective learned counsels on either side. This Court endorsed the said compromise memo, as such the terms and conditions of the compromised memo will operate with effect from today. The impugned award passed in I.D.No.191 of 2009, on the file of 3rd Additional Labour Court, Chennai, dated 17.07.2013 is set aside.

Accordingly , the above writ petition is disposed of.
Consequently, connected miscellaneous petitions are closed.

Sd/-

Assistant Registrar

True Copy

Sub Assistant Registrar

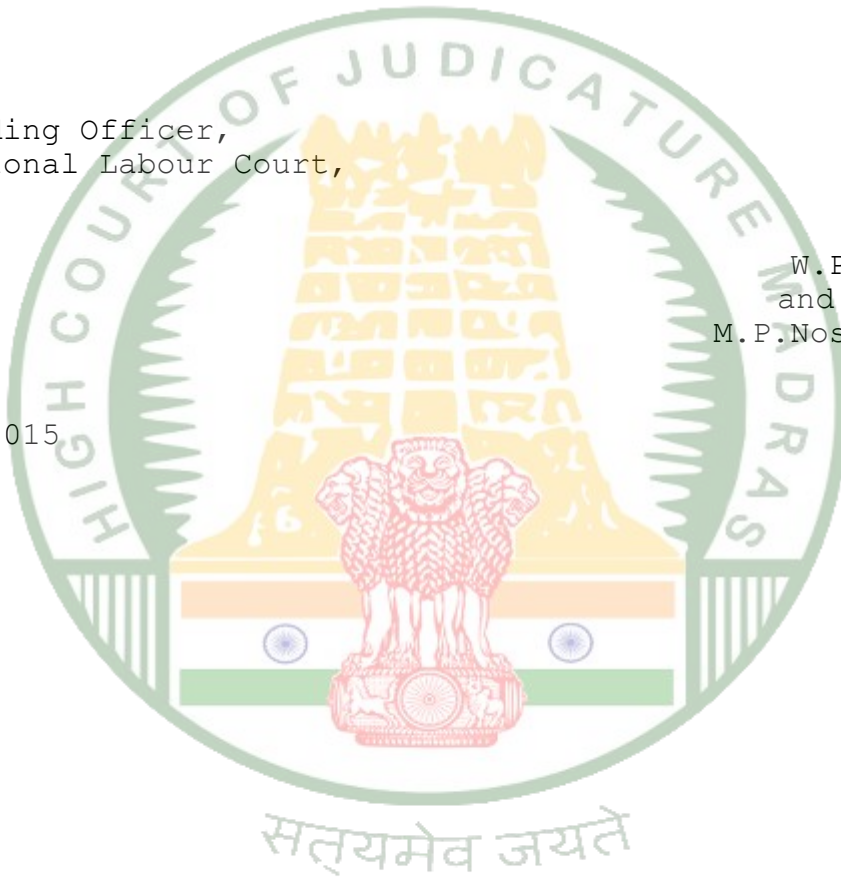
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To

The Presiding Officer,
III Additional Labour Court,
Chennai.

W.P.No.5681 of 2014
and
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