

HIGH COURT LEGAL SERVICES COMMITTEE, CHENNAI

Lok Adalat-II organised by the High Court Legal Services
Committee

Monday, the 14th day of November, 2016

LOK ADALAT AWARD

(Chapter VI and u/s 21 of Legal Services Authorities Act, 1987)
Presided over by

The Hon'ble Mr.Justice J.A.K.SAMPATHKUMAR (Retd.)

Members:

Mrs.K.Elaiyarani
Mr.T.Charles

W.P.No.21794 of 2013

(Writ Petition is filed under Article 226 of Constitution of India praying for issuance of a Writ of Certiorari, to call for the records connected with the order dated 29.07.2013 made in I.A.No.372 of 2013 in I.D.No.158 of 2012 on the file of the 2nd respondent, First Additional Labour Court, Chennai and quash the same).

The Management of M/s Wimco Limited,
412, TH Road, Chennai 600 019

Rep.by its Head Legal & Projects

...Petitioner

/vs/

1.S.Sudhersanan
2.The Presiding Officer,
I Additional Labour Court,
Chennai 600 108.

..Respondents

This case is taken up for settlement before the Lok Adalat. Both parties are present. Mr.S.Saiprasad for Sai Raaj Associates, learned counsel appearing for the petitioner and Mr.R.Ganesh, learned counsel for 1st respondent are present. After mutual discussion, negotiation, mediation and conciliation between both parties, they arrived at a compromise to settle the matter as follows:

TERMS OF THE SETTLEMENT

Both the parties and their respective counsel are present. A joint memo of compromise is filed today and the same is duly signed by both the parties and their respective counsel.

2. The said joint memo of compromise reads as follows:

"TERMS OF AGREEMENT"

a. The Management has today handed over a Banker's Cheque No.261005, dated 10.11.2016 drawn on HDFC Bank Limited, R.K.Salai, Chennai, for Rs.1,40,000/- (Rupees One Lakh and forty thousand only viz., Rs.90,000/- representing self employment fund and Rs.50,000/- representing rehabilitation fund) in terms of the settlement under Section 18(1) of the Industrial Disputes Act, dated 11/12/12 entered into between the Management and Mr.S.Sudhershnan the workman concerned;

b. Mr.S.Sudhershnan acknowledges that the above payment is in full and final settlement of all his dues, whether monetary or otherwise, payable to him and further acknowledges that he is bound by the settlement dated 11/12/12 under Section 18(1) of the Industrial Disputes Act;

c. It is agreed between the parties that pursuant to this settlement that either of the parties produce the copy of this agreement / order based on which the Hon'ble I Addl. Labour Court in I.D.No.158 of 2012 pass appropriate orders dismissing the dispute filed by the workman on the basis of this order.

d. It is further agreed that since the amount of Rs.1,40,000/- has today been paid to the workman as above, the Hon'ble I Addl. Labour Court shall return the Cheque No.440965, dated 23/01/2013 drawn on Royal Bank of Scotland NV, deposited by the Management in IA No. 372 of 2013, to the Management and the Management is entitled to cancel the said Cheque and encash the same as deemed necessary.

e. It is further agreed that as the disputes between the parties are fully and finally settled, the Management shall withdraw the Writ Petition in WP No.21794 of 2013 on the file of the Hon'ble High Court, Madras as settled in terms of this agreement.

f. In view of this agreement in full and final settlement of all the claims by the workman, the Management also agree to process the provident fund and pension papers of the concerned workman upon the workman submitting the same to the Management."

3. This case is settled in terms of joint compromise memo. Both the parties settled the dispute in terms of compromise. The petitioner/Management is handing over a Banker's Cheque for Rs.1,40,000/- (Rupees one lakh and forty thousand only) in favour of the 1st respondent and the same has been acknowledged

by the 1st respondent. The compromise memo is hereby recorded. The compromise memo shall form part of the order.

4. In view of that, the writ petition is disposed of as per the terms of the compromise memo and the 2nd respondent/1st Additional Labour Court is directed to return the cheque bearing No.440965, dated 23.01.2013 drawn on Royal Bank of Scotland NV deposited by the petitioner-Management in I.A.No.372 of 2013, to the petitioner-Management. No costs. Consequently, connected Miscellaneous Petitions are closed.

(memo of compromise xerox copy enclosed)

Sd/-

The Management of M/s Wimco Limited,
412, TH Road, Chennai 600 019
Rep.by its Head Legal & Projects

Sd/-

Counsel for the Petitioner

Sd/-

1.S.Sudhersanan

Sd/-

Counsel for the 1st respondent

Sd/-
Judge

Sd/-
Member

Sd/-
Member

Sd/-
Assistant Registrar(CS II)

//True Copy//

Sub Assistant Registrar

To

The Parties/Advocate concerned

Copy to

1.The Presiding Officer, Ist Additional Labour Court,
Chennai-600 108.

1.The Secretary, High Court Legal Services Committee, Chennai.

2.The Section Officer, V.R.Section, High Court, Madras.

3.The Section Officer, Lok Adalat Section, High Court, Madras.

W.P.No.21794 of 2013

CA(CO)

EU 30.11.16