

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 21.11.2016

CORAM

THE HONOURABLE Mr.JUSTICE M.S.RAMESH

WP.No.24178/2013
& M.P.Nos.1,2 & 3/13 & MP.No.1/2015

The Management of
Tata Motors finance Limited
rep.by its Power of Attorney Holder/
Authorised Person
Mr.Ashok Kumar.R.
No.26/1 & 26/2, 6th Avenue 'Q' Block,
Anna Nagar,Chennai-600 040.

..Petitioner

-Vs-

1.The Special Deputy Commissioner of Labour
Appellate Authority under Tamilnadu Shops
And Establishments Act,Chennai-600 006.

2.Thiru.M.G.Martin Manivannan

.. Respondents

PRAYER : Writ petition filed under Article 226 of the Constitution of India
praying to issue a Writ of Certiorari calling for the record of the 1st
Respondent/The Special Deputy Commissioner Labour, Appellate Authority
under the Shops Act in TSE-1/18/2008 dated 27.12.2012 and quash the
same.

For Petitioner	: Mr.A.Palaniappan
For RR1	: Mr.R.Govindasamy – Spl GP
For RR 2	: No Appearance

ORDER

Heard Mr.A.Palaniappan, learned counsel appearing for the petitioner and Mr.R.Govindasamy, learned Special Government Pleader for the first respondent. With the consent of either side, the writ petition is taken up for final disposal.

2.Pursuant to the order made by this Court on 27.09.2016, the learned mediator Mr.V.Raghavachari, has resolved the disputes amicably between the parties on 16.11.2016. Based on the settlement, the Mediation report which is filed before this Court today reads as follows:

"3.Pursuant to the order passed by this Hon'ble Court on 27.09.2016, the Mediator undertook to resolve the dispute amicably between the parties. After mutual discussions and negotiations, the matter stands resolved in the following terms;

i. Sri M.G.Martin Manivannan, the 2nd respondent herein, has agreed to receive a sum of Rs.40,00,000/- (forty lakhs only) in all, inclusive of the

amount paid to him in pursuance of the interim orders of this Hon'ble Court and amounting to Rs.9,94,000/-.

ii. The petitioner company has agreed to pay Rs.30,06,2000/- (Thirty lakhs and Six thousand only) by way of Cheque drawn in the name of the 2nd respondent forthwith.

Iii. On the amount being paid to the respondent No.2 by the Writ petitioner, amounts lying with the 1st respondent shall be withdrawn with accrued interest by the writ petitioner without any reference to the 2nd respondent. The 2nd respondent has no objection for such a course of action.

iv. The 2nd respondent will have no further claim on the writ petitioner either for wages or employment. Neither party will have a claim over the other in future.

v. The provident fund lying to the credit of the 2nd respondent shall also be paid to him by the writ petitioner.

vi. The car bearing registration number TN 02 AB 9195 which was given to the 2nd respondent by the writ petitioner, while in service shall be retained by the 2nd respondent. The writ petitioner will effect transfer of registration in the name of the 2nd respondent in respect of this vehicle.

As the issue has mutually resolved in the aforesaid terms, it is humbly prayed that this Hon'ble Court may be pleased to pass a suitable and appropriate orders as it deems fit and render justice."

4. Recording the above terms arrived by and between the parties, this writ petition is disposed of. Pursuant to the report, the learned counsel for petitioner has filed a memo stating as follows:

"In pursuance of the compromise before the Mediator V.Ragavachari Advocate Chennai, the terms of which had been recorded by the Mediator in writing and submitted before the Hon'ble Court, the total one-time settlement amount of a sum of Rs.40,00,000/- (rupees forty lakhs only) is agreed to be paid by the petitioner to the second respondent. The agreed terms of the compromise may be treated as part and parcel hereof.

In respect of the aforesaid agreed terms, the second respondent is already withdrawn a sum of Rs.9,94,000.00 (Rupees nine lakhs ninety four thousand only) from the deposits made by the petitioner to the account of the aforesaid petition before the first respondent as per the terms of this Hon'ble Court at the time of admission of the writ petition.

In balance amount of Rs.3,06,000/- (Rupees thirty lakhs and six thousand only) is paid by the petitioner to the second respondent in the following manner:-

1. Cheque drawn on HDFC Bank Fort Mumbai Branch, dated 17/11/2016, cheque bearing No.132831, for a sum of Rs.15,06,000/- (Rupees fifteen lakhs and six thousand only).
2. Cheque drawn on HDFC Bank Fort Mumbai Branch, dated 17/11/2016, cheque bearing No.132832, for a sum of Rs.15,00,000/-(Rupees fifteen lakhs only).

In all a sum of Rs.40,00,000/- (rupees forty lakhs only) is hereby tendered and paid by the petitioner to the second respondent in the open court in terms of the aforesaid compromise.

3. That the petitioner is entitled to withdraw the entirety of the balance amount lying with the 1st Respondent as deposit amount together with

interest without any further reference to the second respondent.

4. That the second respondent shall not have any claim of whatsoever nature in respect of any back wages or any claim for reinstatement pertaining to the termination of service by the petitioner, arising out of the orders passed by the first respondent which is subject matter of the above writ petition.

5. In the light of the mediator's report dated 16.11.2016 and the memo filed by the learned counsel for the petitioner, this writ petition is disposed of. It is open to the petitioner to withdraw the compliance amount lying under the deposit with the first respondent together with the interest. No Costs. Consequently, the connected miscellaneous petitions are closed.

23.11.2016

KP

Note: issue order copy on 02.12.2016

M.S.RAMESH, J.
KP

To
The Special Deputy Commissioner of Labour
Appellate Authority under Tamilnadu Shops
And Establishments Act, Chennai-600 006.

W.P.No.24178 of 2013

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