BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED : 27.07.2016

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THE HONOURABLE **MR.JUSTICE T.RAJA**

W.P(MD).No.13166 of 2016

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N.Elangovan ... Petitioner

Vs.

State Express Transport Corporation(Tamil Nadu) Ltd.,
Represented by its Managing Director,
Pallavan Salai,
Chennai -02. ... Respondent

Writ Petition filed under Article 226 of the Constitution of India for the issuance of a Writ of Mandamus directing the respondents to pay all the terminal benefits payable to the petitioner including Provident Fund, Social Security Scheme amount, Refund of Institute of Road Transport Contribution amount, earned leave salary and medical leave salary together with interest at the rate of 18% per annum from the date of his retirement to till the date of payment within the time that may be stipulated by this Court.

For petitioner : Mr.A.Rahul
For Respondents : Mr.K.Sathiyasingh

ORDER

The petitioner was an employee of the respondent Transport Corporation. Seeking his retirement benefits, he has filed the present Writ Petition.

2. When the matter is taken up for hearing, learned Standing Counsel appearing for the respondent submitted that the issue is covered by a judgment of a Division Bench of this Court in W.A.(MD).Nos.383 to 457 of 2015, dated 12.06.2015. He has further submitted that the respondent would consider the request of the petitioner in the light of the judgment passed by the Honourable Division Bench.

3. For ready reference, the judgment, dated 12.06.2015, passed by the Hon'ble Division Bench in W.A.(MD).Nos.383 to 457 of 2015, is extracted hereunder:

"The learned Additional Advocate General submits that he has obtained written instructions vide letter No.7945/E/2015-2 dated 11.06.2015 that the terminal benefits of the appellants would be settled through twelve equal monthly installments, carrying interest of 6% p.a.

2.The said statement is thus taken on record and the respondents will be bound by the same, we have to keep in mind the judicial pronouncement of the Honourable Supreme Court in D.D.TEWARI (D) THR. LRS. Vs. UTTAR HARYANA BIJLI VITRAN NIGAM LTD & ORS {2014 (9) SCALE - 78}, wherein it is held that in case of any delay in making the payment of the installments, the interest payable would become 18% p.a., for the delayed period apart from any other remedy which may be available to the appellants for non-compliance of undertaking given to this Court.

3.The installments to be paid from July 2015 and each installment should be paid on or before 7th of each month"

4. Following the judgment of the Hon'ble Division Bench of this Court referred to above, the respondent is directed to pay the amount due to the petitioner in 12 equal monthly installments commencing from 1st September, 2016. Further, if there are settlements or awards, the Corporation is obliged to take the same into account while arriving at the figure. It is needless to mention that the entire arrears shall carry interest at the rate of 6% per annum. In case of delay in making installments, the interest payable would be 18% for the delayed period.

5. The aforesaid direction to settle the terminal benefits would not preclude the workman to question the computation of any of the terminal benefits, if the same is paid lesser than the amount to which, he is entitled to receive. Likewise, if the petitioner has any grievance that he is entitled to interest for the amount already settled, he can agitate the same as per law, if he is entitled to.

6. The learned counsel for the respondent/Transport Corporation says that against certain employees, there are recoveries pending. So, the above payment may be made subject to recoveries, if any, from the employees. The petitioner is also agreeable for the same.

7. With the above direction, the writ petition stands disposed of. No costs.

Sd/-
Assistant Registrar(Writ)

/TRUE COPY/

Sub Assistant Registrar

+1cc to M/S.A.RAHUL, ADVOCATE SR NO:39977
+1cc to M/S. K.SATHIYA SINGH, ADVOCATE SR NO: 40006

JA-DB/09.08.2016-3P:3C

27.07.2016
W.P(MD).No.13166 of 2016