

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION**

WRIT PETITION NO.867 OF 2011

Indian Card Clothing Co Ltd.

...Petitioner

Versus

C. Sivasankaran & Ors.

...Respondents

.....

Mr. Hemant Telkar i/b. Mr. Sujeet Salkar for the Petitioner.

Mr. Aditya Hegde for the Respondents.

Mr. R.V. Jumade, Deputy General Manager, H.R.D., present.

CORAM : SMT. ANUJA PRABHUDESSAI, J.

DATED : 22nd JUNE, 2017.

P.C.:-

The Respondent No.1 herein had filed a complaint of unfair labour practice under section 28 Item Nos. 1(a), (b), (d), (f) and (g) of Schedule IV of the Maharashtra Recognition of Trade Unions and Prevention of Unfair Labour Practices Act, 1971 (for short 'M.R.T.U. and P.U.L.P. Act'). The Respondent No.1 had challenged his termination vide termination letter dated 16th April, 2005. The Petitioner herein had raised the preliminary objection about the maintainability of the complaint contending that the Respondent No.1 was not workman.

2. After hearing both the parties and considering the evidence on record, the learned Judge of the Labour Court by order dated 24th

April, 2008 held that the Respondent No.1 is a workman within the meaning of section 2(s) of the Industrial Disputes Act, 1971. Aggrieved by the said order, the Petitioner filed a revision application No.98 of 2008 before the Industrial Tribunal, Maharashtra, at Mumbai. The learned Presiding Officer of the Industrial Court dismissed the said revision application by judgment and order dated 5th January, 2011. Aggrieved by the said order, the Petitioner preferred the present Petition.

3. This Petition was admitted by order dated 20th June, 2011 and in the meantime the Industrial Court was directed not to proceed with the complaint (ULP) No.212 of 2005. During the pendency of this Petition, the Petitioner as well as the Respondents settled the matter amicably. They have placed on record the consent terms, which are signed by the Mr. R.V. Jumade, authorised officer of the Petitioner. The authority letter, in favour of Mr. R.V. Jumade, the Deputy General Manager -HRD is annexed to the consent terms. The consent terms are also signed by the Respondent No.1 and by the learned counsels representing the respective parties. The authorised officer as well as the Respondent No.1 are present before the Court and have confirmed their signatures on the said consent terms and have stated that they

have entered into the terms voluntarily and that the same are true and correct. The Respondent No.1, has also admitted having received three cheques for sum of Rs.5,51,885, Rs.1,10,769/- and Rs.87,346/- vide cheque Nos.000045, 426812 and 426766 respectively dated 19th June, 2017. The receipts for having received the cheques are annexed to the consent terms and form part of the consent terms.

4. The consent terms are taken on record and marked 'x' for identification. The Petition is disposed of in accordance with the consent terms, which are as under:

“1. The Petitioner Company shall pay a sum of Rs.7,50,000/- (Rupees seven lakhs fifty thousand only) to the Respondent, by way of full and final settlement of all his claims, including the claims for reinstatement, back wages, continuity of service, provident fund, gratuity, leave wages, bonus etc. The breakup of the said amount is given below:

No.	Particulars	Amount (Rs.)
1	Ex-gratia	5,05,115
2	Leave Wages	46,770
3	P.F.	1,10,769

4	Gratuity	87,346
	Total	7,50,000

2. The said amount of Rs.5,51,885/- by way of ex-gratia and leave wages shall be spread over for the respective years for the benefits under the Income Tax Act, 1961.

3. The Respondent will be issued three cheques, i.e. first cheque towards PF, second cheque towards gratuity and third cheque towards ex-gratia & leave wages, as aforementioned.

4. In consideration of the aforesaid payments, the Respondent shall have no claim of whatsoever nature against the Petitioner either monetary or otherwise, including the claims towards reinstatement, reemployment, back wages, loss of employment from, 16.4.2005 till date and also towards future employment, wages, overtime wages, permanency benefits, claims arising out of Complaint (ULP) No.212 of 2005, continuity of services, leave wages, bonus, PF, ESI, retrenchment compensation, lay off compensation,

closure compensation, lockout wages gratuity etc. and all other claims shall be deemed to have been settled fully, finally and irrevocably.

5. That the Order dated 24.4.2008 passed by the learned Labour Court in Complaint (ULP) No.212 of 2005 stands quashed and set aside.

6. That the Respondent herein agrees to withdraw the said Complaint (ULP) No.212 of 2005 filed by him and as such the same stands withdrawn and dismissed in terms of this Consent Terms. The Respondent herein shall file necessary applications for withdrawal of the said Complaint.

7. This Consent Terms shall be filed before the Hon'ble High Court jointly by both the parties with a prayer to dispose of the above mentioned Petition in accordance with the said Consent Terms.

8. The three cheques towards the aforesaid payments would be handed over to the Respondent by the Petitioner Company before the Hon'ble High Court upon disposing of the aforesaid Writ Petition by the Hon'ble Court. The Respondent shall issue the necessary receipts

for the said payments.

9. On receipt of the aforesaid payment, the Respondent shall not raise any claims of whatsoever nature, either monetary or otherwise, against the Petitioner Company or its Directors/Executives/Officers etc. and all such claims shall stand settled fully, finally and irrevocably.”

5. The Writ Petition stands disposed of accordingly.

(ANUJA PRABHUDESSAI, J.)