

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED :17.11.2017

CORAM

THE HON'BLE MR.JUSTICE S.M.SUBRAMANIAM

W.P.No.27186 of 2014

Workmen of G.E. India Industrial Pvt. Ltd.,
Through United Labour Federation,
4th Floor, C.J. Complex,
149, Thambu Chetty Street,
Chennai -1.

Rep. By its Branch Secretary Mr.R.Mari Petitioner

versus

1.The Presiding Officer (FAC),
Labour Court,
Pondicherry.

2.The Management of G.E. India Industrial Pvt. Ltd.,
Rep. By its Managing Director,
Sedarapet,
Pondicherry - 605 111. Respondents

Prayer: Writ Petition filed under Article 226 of the
Constitution of India praying to issue a Writ of Certiorari
calling for the records of the 1st respondent in connection
with its award pronounced on 28.04.2014 in I.D.(L) No.24/2010
and quash the same.

For Petitioner : Mr.K.Sudalaikannu

For Respondent 2 : Mr.Ravi
For M/s.Gupta & Ravi

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O R D E R

The relief sought for in this writ petition is to call
for the records in respect of the award passed by the 1st
respondent in I.D.(L) No.24/2010 dated 28.04.2014 and quash
the same.

2. The learned counsel appearing on behalf of the
petitioner as well as respondents today, submitted a copy of
Memorandum of Settlement under Section 2P r/w. Section 18(1)
of the Industrial Disputes Act entered between the parties on
16 November 2017. The respective learned counsels appearing

on behalf of the parties in this writ petition made a submission that the terms of settlement are agreed by the parties and by recording the same the writ petition may be disposed of.

3. In view of the submission made by the respective learned counsels appeared for the petitioner as well as respondents, this Court is inclined to record the terms of settlement which reads as follows:

MEMORANDUM OF SETTLEMENT UNDER SECTION 2P READ WITH SECTION

18(1) OF THE INDUSTRIAL DISPUTES ACT, 1947.

Name of the Parties : Management of G.E.India Industrial
Private Limited
Sedarapet.
Pondicherry 605 111
and
Workmen of G.E.India Industrial
Private Limited,
Through United Labour Federation,
Represented by its Branch Secretary
Mr.R.Mari

Representing the Employer: Mr.Glen D Souza
Employee Relation Head

Representing workmen : Mr.R.Mari,
Branch Secretary

Number and description of workmen: 38
Covered by the Settlement

Whereas the Employer had a factory at Industrial Estate, Sedarapet, Pondicherry which was engaged in the manufacturing of Air Circuit Breakers and electrical items and employed 38 workmen on its rolls.

Whereas the Employer issued a notice dated 25.07.2009 under Section 25 FFA of the Industrial Disputes Act, 1947 expressing its intention to close down the factory after the expiry of 60 days from the date of notice.

Whereas by notice dated 05.10.2009, the employer issued Notice of closure of the factory and informed the workmen that they will be paid closure compensation in accordance with Section 25 FFF of the industrial disputes Act, 1947.

Whereas the employer consequent to the closure of the factory had paid to the 38 workmen closure compensation in accordance with law, gratuity and all terminal benefits which has been received by all the 38 workmen.

Whereas the Union representing the workmen raised a dispute challenging the closure of the factory by the Employer which after failure of conciliation was referred for adjudication to the Labour Court, Pondicherry by the Government of Pondicherry.

Whereas the dispute raised by the Union was taken on the file of the Labour Court as.I.D.NO.4 and 24 of 2010.

Whereas by Award dated 28.04.2014, the Labour Court upheld the closure of the factory and answered the reference accordingly.

Whereas aggrieved by the aforesaid award of the Labour Court the Union filed WP.NO.27186/2014 which is pending on the file of the High Court of Madras.

Whereas during the pendency of the Writ Petition the parties held bi-lateral discussions and have arrived at a settlement, the terms of which are as follows:

TERMS OF SETTLEMENT

(1)The Union hereby agrees that the closure of the factory by the Employer at Pondicherry on and from 05.10.2009 is final and irrevocable.

(2)The Union hereby agrees that all the workmen employed in the said factory have received compensation, gratuity and all terminal benefits in accordance with law.

(3)The Union hereby accepts the Award of the Labour court as final and that the same is binding on the workmen.

(4)However, in order to mitigate the sufferings of the workmen and as a gesture of good will the employer has agreed to pay ex-gratia compensation to all the 38 workmen on the following basis.

(a)For workmen who have completed up to 9 years of service as on 1.10.2009 Rs.40,000/- for every completed year of service.

(b) For workmen who have completed more than 9 years of service as of 1.10.2009 Rs.55,000/- for every completed years of service.

(5) The amounts payable to each of the individual workmen has been calculate and annexed to this settlement as Annexure-A.

(6) The Union has agreed to receive the payments mentioned in Annexure - A to this Settlement in full and final settlement of all the claims of the workmen if any against the employer.

(7)the employer will made payment of the amount due under the settlement by way of individual cheques drawn in favour of each of the workmen.

(8)The Employer has agreed to hand over all the 38 cheques drawn in favour of the individual workmen to the Branch Secretary of the Union based on the Undertaking that the union has been authorised to receive the cheques for amounts due under this settlement and that the union will obtain and forward stamped receipts duly signed by each of the workmen to the manager.

(9)In the event of any individual workmen making any claim or grievance about the non receipt of the cheques the Union will be solely responsible for answering the said claims and for the said purpose Union will indemnify and keep the employer indemnify of any such claim made by any individual workmen.

(10)The Union hereby agrees that consequent to this settlement neither the Union nor any individual workmen will raise any dispute directly or indirectly challenging the closure of the factory at Pondicherry on and from 05.10.2009 and the consequent non employment of the workmen.

(11)Both the parties hereby agree to file this Settlement in W.P.No.27186 of 2014 before the High Court of Madras will the prayer to dispose the said writ petition of this settlement.

In Witness Whereof the parties hereto have signed the settlement on this the 10th day of November, 2017.

Sd/-
union

Sd/-
employer

1.Sd/-

2.Sd/-

WITNESSES:

COPY TO:

1. The Secretary to the Government of Pondicherry in-charge of Labour

2. The Conciliation officer, pondicherry.

3.The Commissioner of Labour, Pondicherry.

Annexure-A

S.NO	NAME	OHR ID	DOJ	SERVIC E IN GE	AMOUNT PAYABLE IN INR
1.	MURUGAN.B	103013431	24-OCT-92	17	935000
2.	RAJASEKARAN.R	103013433	2-AUG-93	16	880000
3.	BABU.N	103013434	10-AUG-93	16	880000
4.	ILANGOVA.N	103013444	1-NOV-93	16	880000
5.	RAMESH.B	103013445	1-NOV-93	16	880000
6.	LINGAPPAN.C	103013446	24-NOV-93	16	880000
7.	SANKAR.R	103020287	17-SEP-94	15	825000
8.	MARI.R	103013453	10-AUG-94	15	825000
9.	SASIKUMAR.M	103013440	10-AUG-94	15	825000
10.	ANANDHARAMAN.K	103013454	1-MAR-95	15	825000
11.	ATHMALINGAM.K	103013455	10-AUG-94	15	825000
12.	AJITH BATCHA.M	103013456	7-AUG-94	14	770000
13.	UMAPATHI.A	103013458	16-MAY-95	14	770000
14.	NAGARAJAN.M	103013460	28-JUN-95	14	770000
15.	CHANDRA SEKARAN.K	103013495	18-SEP-95	14	770000
16.	BASKARAN.A	103013470	21-JAN-97	13	715000
17.	GNANASEKAR.K	103013477	16-DEC-97	12	660000
18.	PARTHASARATHI.G	103013487	28-AUG-98	11	605000
19.	KRISHNA KUMAR.P	103013491	4-SEP-98	11	605000
20.	CHANDRASEKARAN.A	103013462	9-SEP-98	11	605000
21.	KARTHIKEYAN.J	103013484	16-NOV-98	11	605000
22.	THALAMUTHU.R	103021856	1-JAN-01	9	360000
23.	RAMAMOORTHY.K	103021864	1-JAN-01	9	360000
24.	KUMAR.K	320001818	1-JAN-01	9	360000
25.	GNANMUTHU.K	103021860	1-JAN-01	9	360000
26.	KANNAN.P	320001814	1-JAN-01	9	360000
27.	SURESH KUMAR.R	103021863	1-JAN-01	9	360000
28.	JAGAN RAJ.S	320001816	1-JAN-01	9	360000
29.	JUDIS.V	320001812	1-JAN-02	8	320000
30.	KANNAN.C	103021862	1-JAN-02	8	320000
31.	DHANASEGARAN.B	320001813	1-JAN-02	8	320000
32.	NELLAIAPPAN.P.	320001821	1-JAN-02	8	320000
33.	STEPHEN DANIEL.C	320001815	1-JAN-02	8	320000
34.	ABIN PRASATH.P	320001820	1-JAN-02	8	320000

35.	DHANABAL.M	320001819	1-JAN-02	8	320000
36.	S S RATHORE	320001823	1-APR-00	10	550000
37.	SANTHARAM.R	103020287	1-JAN-02	8	320000
38.	NALLATHAMBI.A	320001817	1-JAN-02	8	320000

4.In view of the above terms of settlement, no further adjudication in respect of the grounds of raised in the Writ petition deserves to be considered. Accordingly, the writ petition stands disposed of No.Costs.

Sd/-
Assistant Registrar

//True copy//

Sub Assistant Registrar

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To

- 1.The Presiding Officer (FAC),
Labour Court,
Pondicherry.
- 2.The Management of G.E. India Industrial Pvt. Ltd.,
Rep. By its Managing Director,
Sedarapet,
Pondicherry - 605 111.

+1cc to Mr.K.Sudalaikannu, Advocate SR.No.82060
+1cc to Mr.Gupta and Ravi, Advocate SR.No.81858

सत्यमेव जयते

W.P.No.27186 of 2014

SK(CO)
GN(17/01/2018)

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