

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 20.04.2018

CORAM

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

W.P.Nos.14290 of 1999 and 876 of 2000 &

W.M.P.Nos.20656, 25686 and 25687 of 1999

W.P.No.14290 of 1999

Blue Star Ltd.,
133, Kodambakkam High Road,
Chennai - 600 034.

... Petitioner

Vs.

1. Presiding Officer,
Principal Labour Court,
Chennai.

2. G.Lakshmanan (Deceased)
I-4, Goodwill Apartments,
Mogappair West,
Chennai - 600 050.

3. N.Vathsala

4. Dr.Arun Lakshmanan

5. L.Arthi

6. G. Chandra Bai

... Respondents

(R3 TO 6 impleaded in the place of
R2 G.Lakshmanan(Deceases) as per
order dated 11.03.2004 in WPMP.5945 of 2004)

W.P.No. 876 of 2000

G.Lakshmanan (Deceased)
I-4, Goodwill Apartments,
Mogappair West, Chennai - 600 050.

2. N.Vathsala

3. Dr.Arun Lakshmanan

4. Dr.L.Arthi

5. G.Chandra Bai

... Petitioners

(Petitioners 2 to 5 Substituted in the place of
sole petitioner G.Lakshmanan(Deceases) as per
order of this court dated 09.03.2004 in WPMP.5691 of 2004)

Vs.

1. Presiding Officer,
Principal Labour Court, Chennai.
2. Blue Star Ltd.,
133, Kodambakkam High Road,
Chennai - 600 034.

PRAYER in W.P.No.14290 of 1999: Writ Petition filed under Article 226 of the Constitution of India for the issuance of Writ of Certiorari to call for the records of the first respondent in ID 2037 of 1992 and quash its Award dated 25.02.99.

PRAYER in W.P.No.876 of 2000: Writ Petition filed under Article 226 of the Constitution of India for the issuance of Writ of Certiorarified Mandamus to call for the records from the 1st respondent relating to the award dated 25.02.1999 in ID No.2037 of 1992 quash that portion of the Award holding that charges are proved, and awarding a compensation of Rs.50,000/- only and substitute the same by reinstatement with backwages, continuity of services and other benefits.

W.P.No.14290 of 1999:-

For Petitioner : Mr.G.Anand
for M/s.T.S.Gopalan & Co.

For R3 to R6 : Mr.S.Sathish Kumar
for M/s.Row and Reddy

W.P.No.876 of 2000:-

For Petitioners : Mr.S.Sathish Kumar
for M/s.Row and Reddy

For 2nd Respondent: Mr.G.Anand
for M/s.T.S.Gopalan & Co.

C O M M O N O R D E R

The learned counsel appearing for the parties submitted that the parties have filed a Joint Memorandum of Settlement dated 06.02.2018 under Section 18(1) of Industrial Disputes Act, 1947, before this Court. These matters are settled between the parties to this lis. The Terms of Settlements are extracted hereunder:-

i) The legal heirs on behalf of G.Lakshmanan hereby affirm and confirm that the order of dismissal dated 26.09.1990 has attained a finality and the last working day of Shri.G.Lakshmanan was 26.09.1990.

ii) The Management considering the long pendency of the dispute, the fact that G.Lakshmanan is not alive and on humanitarian grounds has agreed to pay the legal heirs of G.Lakshmanan represented by his wife Mrs.N.Vathsala, a sum of Rs.7.00 lakhs as Full and Final settlement of all his claims including the claim for reinstatement, back wages or any other contractual or statutory monetary dues.

iii) Mrs.N.Vathsala on her and behalf of her son & daughter, the other legal heirs, agrees to accept the amount of Rs.7.00 lakhs as full and final settlement of all the dues of G.Lakshmanan for the period he was in service and further agrees that the legal heirs shall have no claim against the Management.

iv) It is agreed by the legal heirs that the amount shall be paid to Mrs.N.Vathsala, the wife of Shri.G.Lakshmanan.

v) The legal heirs further agree that the amount of Rs.7.00 lakhs shall be paid as follows:-

a) In view of acceptance of above conditions by legal heirs the management agrees to make a lump-sum payment of INR 2.13 lakhs (Rupees: Two lakhs and thirteen thousand only) for the period 27.09.1990 to 30-Jan-2004. This lumpsum payment will not attract statutory contributions and will not consider for any statutory dues.

b) The sum of INR 4.37 lakhs accumulated in SAF account shall be claimed from Blue Star Superannuation Fund by submitting separate application with Trustee. The subject amount is contribution by company in Shri.G.Lakshmanan SAF account from 1-Sep-1967 to 26-Sep-1990 and interest accumulated thereon i.e., 26.09.1990 to 31.12.2017.

c) INR 50,000/- deposited in the Nationalised bank by the Management lying to the credit of I.D.No.2037 of 1993 and the Authorized legal heirs of the workman may be permitted to withdraw the said amount together with accrued interest. The Management shall make necessary

endorsement before the Principal Labour Court, Chennai stating that there is no objection in withdrawing the said amount.

d) All the agreed amount will be paid subject to Income Tax deduction or Income Tax relief shall be given as determined by court or as per income tax rules.

vi) It is agreed that none of the amounts paid in terms of this settlement will partake the character of wages and hence will not be liable for any statutory contributions or benefits.

vii) Both the parties agree to file a copy of this settlement along with a Joint memo before the High Court in W.P.No.14290 of 1999 and in W.P.No.876 of 2000 and shall pray for an order in terms of the settlement. This settlement shall replace the award.

viii) Upon entering this settlement both the parties are agree that they have to claim against the order.

2. Recording the above terms of settlement, these Writ Petitions stand closed. There shall be no order as to costs. Consequently, connected miscellaneous petitions are closed.

Sd/-

Assistant Registrar (CS-viii)

//True Copy//

Sub Assistant Registrar

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To

1. Presiding Officer,
Principal Labour Court, Chennai.

+1cc to Mr.ROW & REDDY, Advocate, S.R.No.29781

+1cc to Mr.T.S.GOPALAN AND CO, Advocate, S.R.No. 29761

W.P.Nos.14290 of 1999
and 876 of 2000

SKV (CO)
TR(16/05/2018)