

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 13.07.2018

CORAM

THE HONOURABLE MRS. JUSTICE V.BHAVANI SUBBAROYAN

Writ Petition No. 11175 of 2008 &
M.P.No.1 of 2008

M/s.Sri Lakshmi Saraswathi Bus Service,
(VRM) Vellore, Rep. by its Proprietor
Mrs.R.Padma .. Petitioner

Versus

1. The Presiding Officer,
The Labour Court,
Vellore.

2. T.Kasi .. Respondents

Prayer : This writ petition has been filed under Article 226 of the Constitution of India for issuance of a Writ of Certiorari calling for the records of the first respondent made in ID No.349/2002 dated 12.03.2017 and quash the same.

For Petitioner :Mr.S.Wilson

For Respondent -1 :Labour Court,

For Respondent - 2 :Mr.S.T.Varadrajulu.

WEB COPY ORDER

The petitioner has filed this writ petition praying to quash the order of the first respondent made in ID No.349/2002 dated 12.03.2017.

2. An industrial Dispute was raised by the second respondent herein against the petitioner bus company in I.D.No. 349 of 2002 praying to reinstate him with continuity of the

service and back wages from 16.05.1999. In the said Industrial Dispute, the second respondent has stated that he was employed by the petitioner bus company on 20.04.1985 and worked in the said company till 16.05.1999, but he was not paid minimum wages and other benefits. It is also stated that since, the bus company did not pay the wages and also denied employment without assigning any reasons and no enquiry was conducted and there was failure in the conciliation proceedings, the 2nd respondent had approached the Labour Court.

3. Before the Labour Court the petitioner bus company contended that they never employed the second respondent herein. They also denied the other allegations raised by the second respondent herein.

4. The labour Court after considering the case, has come to the conclusion that the second respondent was paid Rs.1,500/-p.m as wages by the petitioner bus company and since, the second respondent was unreasonably denied employment from May 1994 and the relief sought for is only from 1999, it is reasonable to allow backwages only from the year 1999 and accordingly, directed the bus company to reinstate the second respondent with continuity of service and 20% backwages. Challenging the same, the petitioner bus company has filed this writ petition.

5. Today when the matter is taken up for hearing the learned counsel for the petitioner and the second respondent have submitted that the petitioner and the second respondent have come up for a settlement, and they have produced the terms of settlement before this Court. The said settlement was arrived at on 09.07.2018, and the same was signed by both parties. The terms and conditions of the said settlement is extracted hereunder:

Short Recital of the dispute

A workman namely T.Kasi S/o K. Thangasvel, joined in the service of the management as Conductor on 20.04.1989 and he was denied employment from 16.05.1999. Against his non employment he raised an industrial dispute in I.D.No. 349 of 2002 before the Hon'ble Labour Court, Vellore and the Hon'ble Labour Court was pleased to pass an Award in favour of the workman by directing the Management to reinstate the workman with continuity of service and with 20% backwages.

Subsequently, the Management challenged the above award of the Hon'ble Labour Court, by filing a Writ petition No. W.P.No. 11175 / 2008 before the Hon'ble High Court of Madras and the

same stands pending. For not obeying the Award of the Labour Court, workman filed E.P.No. 91 of 2012 before the Labour Court and the same is still pending.

While so Mr. T.Kasi has approached the management for amicable settlement and the management also agreed the same on 09.07.2018 under the following terms and conditions:

TERMS & CONDITIONS OF THE SETTLEMENT

1) The Management do hereby pays an amount of Rs.2,25,000/- (Rupees Two Lakhs and Twenty Five thousand only) to Mr. T.Kasi as full and final settlement. Already Rs.43,500/- (Rupees Forty three thousand and five hundred Rupees only) was deposited before the Labour Court. The management is agreeing workman to withdraw the deposited amount with accrued interest. The remaining amount of Rs.1,81,500 is paid vide D.D. bearing no.792382 dated 11.07.2018 drawn on Bank of Lakshmi Vilas Bank, Vellore Branch.

2) Mr.T.Kasi do hereby agrees to receive the above amount as the full and final settlement in lieu of reinstatement and all claims that includes gratuity and other attendant benefits as Awarded by the Hon'ble Labour Court, Vellore, in I.D. No. 349/2002.

3) Mr.T. Kasi do hereby acknowledge the receipt of the above amount and also asserts that he receives the above amount to his fullest satisfaction and also further asserts that he has no further claims whatsoever against the Management and he will not claim reinstatement from the management.

4) Mr.T.Kasi do hereby undertakes that he will withdraw the E.P.No. 91 of 2012 pending on the file of the Labour Court Vellore.

5) That in pursuance of this bi-partite settlement that is being entered between the parties, the Management do hereby undertakes to withdraw W.P. No. 11175/2008 as the same become infructuous in view of this settlement.

6) Mr.T.Kasi also do hereby undertakes that he will neither raise any dispute nor make any claims whatsoever against the Management in the near future either by himself or through any Trade Union.

6. In view of the above settlement nothing survives in this writ petition for further adjudication. Accordingly this writ

petition is disposed of in terms of the above settlement. No costs. Consequently connected miscellaneous petition is closed.

Sd/-
Assistant Registrar (CS-IX)

//True copy//

Sub Assistant Registrar

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To

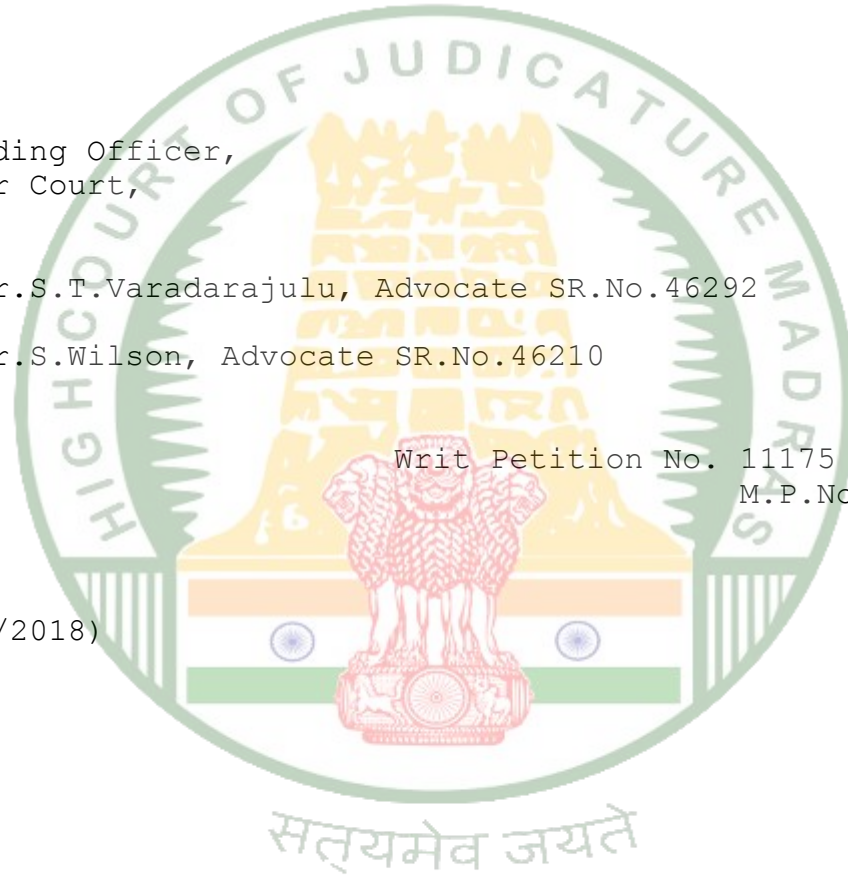
The Presiding Officer,
The Labour Court,
Vellore.

+1cc to Mr.S.T.Varadarajulu, Advocate SR.No.46292

+1cc to Mr.S.Wilson, Advocate SR.No.46210

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M.P.No.1 of 2008

GMV (28/09/2018)



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