

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 24-07-2018

CORAM

THE HONOURABLE MR.JUSTICE S.M.SUBRAMANIAM

W.P.No.9499 of 2016

And

W.M.P.No.8542 of 2016

Madura Coats Private Limited,
Pappavinasam Mills Post,
Vikramasingapuram,
Ambasamudram Taluk,
Tirunelveli District.

.. Petitioner

-vs-

1.The Presiding Officer,
Industrial Tribunal,
Chennai-600 104.

2.T.Paul

.. Respondents

Writ Petition is filed under Article 226 of the Constitution of India, praying for the issuance of a Writ of Certiorari, calling for the records from the file of the first respondent herein in Complaint No.1 of 2006 in I.D.No.32 of 2001 and quash the Award dated 12.1.2016 in Complaint No.1 of 2006 in I.D.No.32 of 2001 passed by the first respondent herein.

For Petitioner - Mr.S.Jayaraman
For Respondent-1 - Court
For Respondent-2 - Mr.G.Sundaram

ORDER

The learned counsel for the writ petitioner made a submission that the issues involved in this writ petition are settled between the parties by way of a Memorandum of Settlement under Section 18 (1) of the Industrial Disputes Act, 1947 read with Rule 25 of the Tamil Nadu Industrial Dispute Rules, 1958 and the said Memorandum of Settlement reads as under:-

"TERMS OF SETTLEMENT

1. The Management agrees to pay Thiru T.Paul and he agrees to receive the following payment in full and final settlement of all claims against the Management.

A	Lump-sum Exgratia Payment for his non-employment period 29.07.2005 to 11.05.2015	Rs. 9,69,455/-
B	Bonus	Rs . 1,17,853/-

A	Lump-sum Exgratia Payment for his non-employment period 29.07.2005 to 11.05.2015	Rs. 9,69,455/-
C	Leave Wages	Rs. 1,03,664/-
	Total Amount Payable	Rs.11,90,972/-

2. Management agreed that the amount mentioned under Clause No.1 will be paid to Thiru T.Paul on or before 30.6.2018 and Thiru T.Paul agrees to receive the said payment.

3. It is agreed that the employee, Thiru T.Paul shall give individual receipts to the Management for the payments received by him in terms of the settlement.

4. In view of this settlement, the Management agreed to withdraw the writ petition in W.P.No.9499/2016 pending before this Hon'ble High Court, Chennai and Thiru T.Paul agreed to withdraw the Claim Petition No.08 of 2018 pending before the Honourable Labour Court, Tirunelveli. Thiru T.Paul assured that he will not have any claim against the Management for the non-employment period. Thiru T.Paul agreed that he will not raised any dispute before any legal forum in connection with his non-employment against the Management.

5. Both parties agreed that the non-employment period would be counted for his total service period for the purpose of Payment of Gratuity.

6. Following the payment of the amount mentioned in this settlement, it is specifically agreed between the parties that neither of them shall have any claim against each other, thereafter.

7. The Management of Madura Coats and Thiru T.Paul are hereby agrees to dispose off the writ petition No.9499/2016 and C.P.No.8/2018 based on this settlement and Thiru T.Paul shall have no further claim against M/s.Madura Coats Private Limited.

Both the parties agrees to the above terms and conditions in witness whereof the parties set their hands on this the 30th June 2018."

2. In view of the abovesaid Memorandum of Settlement entered between the parties, no further adjudication is required in this writ petition. Accordingly, the writ petition stands closed. However, there shall be no order as to costs. Consequently, connected miscellaneous petition is also closed.

Sd/-

Assistant Registrar(CS-V)

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Sub Assistant Registrar

Svn

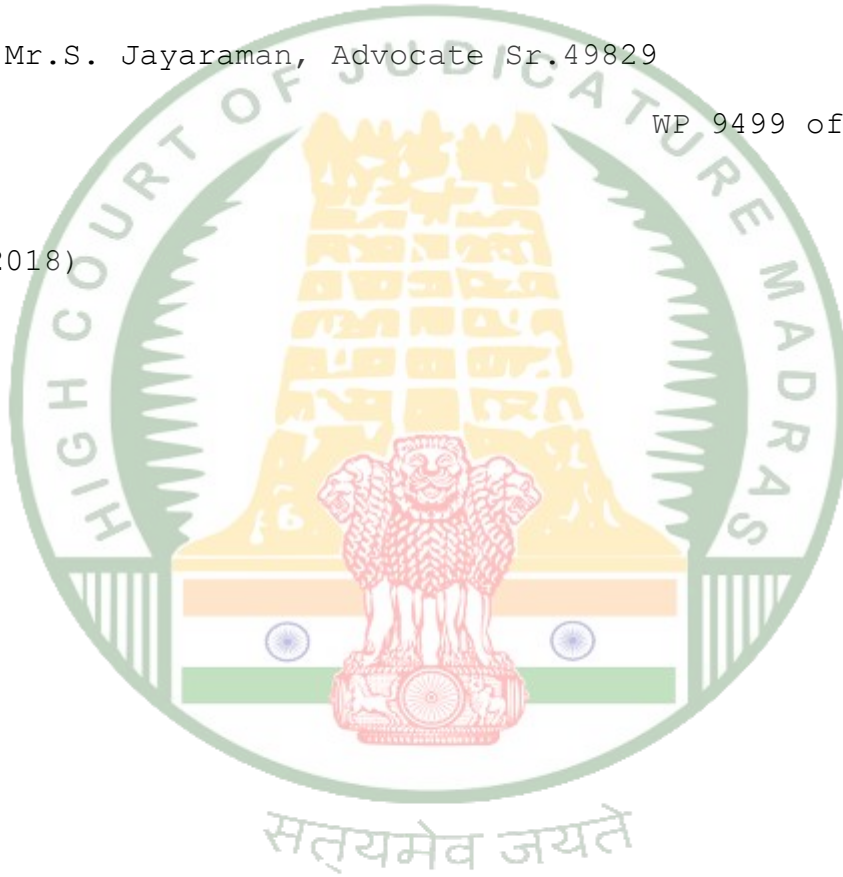
To

The Presiding Officer,
Industrial Tribunal,
Chennai-600 104.

+ 1 cc to Mr.S. Jayaraman, Advocate Sr.49829

WP 9499 of 2016

NM(CO)
EU(03/08/2018)



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