

IN THE HIGH COURT OF JUDICATURE AT MADRAS
DATED : 01.02.2019

CORAM
THE HONOURABLE MR.JUSTICE R.MAHADEVAN
W.P.Nos.23212 to 23214 of 2009

The Management,
Talema Electronic (India) Private Ltd.,
Electronic Industrial Estate,
Sooramangalam,
Salem - 5.

... Petitioner
(in all W.Ps)

Vs

1.The Presiding Officer,
Labour Court,
Salem.

... 1st Respondent
(in all W.Ps)

2.A.Thangaraj

... 2nd Respondent
(in W.P.No.23212/2009)

2.V.Mariappan

... 2nd Respondent
(in W.P.No.23213/2009)

2.S.Rajamanickam

... 2nd Respondent
(in W.P.No.23214/2009)

Common Prayer: Writ Petitions filed under Article 226 of the Constitution of India, praying to issue a writ of certiorari, to call for the records in I.D.Nos.358, 357 and 362 of 2002 on the file of the Labour Court, Salem, the first respondent herein and to quash the common award dated 18.09.2008, passed therein, award costs.

For Petitioner : Mr.M.R.Raghavan
(in all W.Ps)

For Respondents : Mr.K.V.Shanmuganathan
for R2 (in all W.Ps)

COMMON ORDER

Challenging the award dated 18.09.2008 passed by the first respondent Labour Court in I.D.Nos.357, 358 and 362 of 2002, the petitioner- Management has come up with these writ petitions.

2.Today, when the matters were taken up for hearing, the learned counsel for the petitioner - Management and the second respondent - workmen submitted that during the pendency of these writ petitions, the petitioner Management has compromised the matter with the second respondent Workmen amicably by way of

settlement under Section 18(1) of the Industrial Dispute Act on 21.12.2018. They have also filed a separate memo dated 24.01.2019 in each writ petitions, to that effect.

3.The common terms of the settlement entered into between the parties on 21.12.2018, read as follows:

" a) The employer agrees to pay a sum of Rs.3,00,000/- (Rupees Three lakhs only) in full and final settlement of all the claims of the employee and the employee agrees to receive the same in full settlement.

b) The employer agrees that the amount deposited in the Labour Court will be withdrawn by the employee.

c) It is agreed between the parties that the contract of employment would stand terminated.

d) By virtue of the above the employer as well as the employee would not have any claim whatsoever as against each other.

e) The employee in view of the above settlement has passed a full and final settlement receipt in favour of the employer.

f) It is further agreed that this settlement would be placed before the Hon'ble High Court and an order would be sought for in the writ petition in accordance with the terms of this settlement."

4. In view of the above, these writ petitions are disposed of, in terms of the settlement dated 21.12.2018. The settlement dated 21.12.2018 entered into between the parties, under Section 18(1) of the Industrial Disputes Act, shall form part of the order. No costs.

* Xerox copies of the Settlement, dt.21.12.2018 and Memo Enclosed.

Sd/-

Assistant Registrar(CS III)

//True Copy//

Sub Assistant Registrar

ms

To

The Presiding Officer, Labour Court, Salem.

+1cc to Mr.M.R.Raghavan, Advocate, S.R.No.9036

+1cc to Mr.V.Shamuganathan, Advocate, S.R.No.8829

W.P.Nos.23212 to 23214 of 2009

SSD(CO)

RRS(04/04/2019)