

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 06.08.2019

CORAM

THE HONOURABLE MR.JUSTICE V.PARTHIBAN

W.P.Nos.25424 of 2011
& 4450 of 2012

W.P.No.25424 of 2011

Sacred Heart Mat. Hr.Sec.School
rep. by its Correspondent
Rev.Sr.Margaret
Thousand Light
Chennai-06

.. Petitioner

Vs.

1. Mrs.Subha Murugesh
A-2, Bhagya Flats,
No.39, Muthu Street,
Santhome,
Chennai-600 004

2. The Presiding Officer,
III Additional Labour Court,
Chennai

.. Respondents

WP.No.4450 of 2012

Mrs.Subha Murugesh
A-2, Bhagya Flats,
No.39, Muthu Street,
Santhome, Chennai-600

... Petitioner

Vs

1. Sacred Heart Mat. Hr.Sec.School,
rep. by its Correspondent
Rev.Sr.Margaret
Thousand Light
Chennai-06

2. The Presiding Officer,
III Additional Labour Court,
Chennai

...Respondents

Petitions filed under Article 226 of The Constitution of India praying for issuance of

(i)a Writ of Certiorari to call for the records pertaining to the award dated 29.07.2011 and made in I.D.No.567/2005 on the file of the III Additional Labour Court, Chennai and quash the same(prayer in WP.No.25424 of 2011).

(ii)a Writ of Certiorarified Mandamus to call for the records of the second respondent/Labour Court pertaining to the award dated 29.07.2011 and made in I.D.No.567/2005 and quash only that portion of the award dated 29.07.2011 whereby 50% of the backwages was denied to the petitioner and consequently direct the first respondent management to pay 100% of the back wages for the period between 30.09.2004 and 29.07.2011. (prayer in WP.No.4450 of 2012).

W.P.No.25424 of 2011

For Petitioner	.. Mr.Dr.Fr.A.Xavier Arulraj
For Respondents	.. Mr.R.Sivakumar for R1

W.P.No.4450 of 2012

For Petitioner	.. Mr.R.Sivakumar
For Respondents	.. Mr.Dr.Fr.A.Xaview Arulraj for R1

ORDER

When these writ petitions are taken up for hearing today, the learned counsels appearing for employees as well as the management would submit that the matter has been settled between the parties vide Settlement Agreement dated 26.07.2019 before the Mediation and Conciliation Centre, High Court, Chennai. The terms and conditions of the said Settlement Agreement dated 26.07.2019 filed before this Court is extracted below:

SETTLEMENT AGREEMENT

This Settlement Agreement entered on this 26th day of July 2019 between:

The Management of Sacred Heart Matriculation Higher Secondary School, represented by its Correspondent, thousand Lights, Chennai-600 006.

and

Mrs. Subha Murugesh, W/o. P. Murugesan
residing at No.B-2, Sreyas Sriniketan
Apartments, 167/72, Luz Church Road, 2nd
Street, Mylapore, Chennai-600 004.

WHEREAS

1.Disputes and Differences had arisen
between the parties hereto and WP.Nos.25424
of 2011 & 4450 of 2012 were filed on
31.10.2011 & 22.02.2012 respectively by the
above mentioned parties before the Hon'ble
High Court, Madras.

2.The matter was referred to Mediation
vide an order dated 25.04.2019, passed by
Hon'ble Mr.Justice V.PARTHIBAN.

3.The parties agreed that
Mr.S.Arunchalam would act as their Mediator

4.Several meetings were held during the
process of Mediation/Conciliation from
26.04.2019 to 24.07.2019 and the parties
have with the assistance of the
Mediator/Conciliator had voluntarily arrived
at an amicable solution resolving the above
mentioned disputes and differences.

5.The parties hereto confirm and declare
that they have voluntarily and of their own
free will arrived at this settlement
agreement in presence of the
Mediator/Conciliator.

6.In W.P.No.25424 of 2011, the the
Management of Sacred Heart Matriculation
Higher Secondary School is the petitioner
and Mrs.Subha Murugesh is the first
respondent. In WP.No.4450 of 2012,
Mrs.Subha Murugesh is the petitioner and the
Management of Sacred Heart Matriculation
Higher Secondary School is the respondent.
The Presiding Officer, II Additional Labour
Court is the second respondent in both the
writ petitions. For convenience sake the
parties are referred to as found in the
title in the WP.No.25424 of 2011 being the
one file in his first instance. All the
issues involved in both the writ petitions
are taken together in mediation and their
terms of agreeing settlement are as
follows:-

7.The following settlement has been arrived
at between the parties hereto:

i. The 1st respondent Mrs.Subha Murugesh shall be paid by the petitioner Management a compensation of Rs.13 lakhs (Rupees Thirteen lakhs, i.e., excluding TDS) as full and final settlement of all the issues involved in both the writ petitions.

ii. The TDS tax liability for the said payment shall be borne by the petitioner Management and necessary TDS certificate will be issued to the first respondent.

iii. The amount mentioned in Clause No.1 is hereby paid by the Management by way of cheque bearing Nos.037028/037029 both dated 26.07.2019 drawn on Subha Murugesh, AX Bank and in favour of Mrs.Subha Murugesh/the 1st respondent. The respondent has acknowledged the receipt of the same, on this day.

iv. The petitioner has agreed to sign the necessary PF Forms & applications facilitating the EPF Organisation to release the EPF amount of the first respondent lying in her PF Account till October 2004.

v. Cases or complaints, if any, against either of the parties, arising from the case, they agree to withdraw. Particularly the Management agree to withdraw the criminal complaint filed against the first respondent in FIR No/1052/2004 dated 03.06.2004 on the file of E-2, Royapettah Police Station, by giving a letter to the said police station and which has to be pursued by the respondent.

vi. The parties have no other claims against each other whatsoever in any other issues involved in the above writ petitions.

8. By signing this agreement the parties hereto state that they have no further claims or demands against each other with respect to WP.Nos.25424 of 2011 and 4450 of 2012 and all disputes and differences in this regard have been amicably settled by the parties hereto through the process of Conciliation/Mediation.

2. The Settlement Agreement dated 26.07.2019 is taken on record. In view of the Settlement Agreement arrived at between the contesting parties and in the terms and conditions of settlement as found in para no.7 extracted above, the writ petitions are disposed of on the above terms of Settlement. No costs.

Sd/-
Assistant Registrar(CS VIII)

//True Copy//

Sub Assistant Registrar

dn

To

1. The Presiding Officer,
III Additional Labour Court,
Chennai
2. Sacred Heart Mat. Hr.Sec.School
rep. by its Correspondent
Rev.Sr.Margaret, Thousand Light
Chennai-06

+1cc to Mr.R.Sivakumar, Advocate, S.R.No.67667

+2cc to Mr.Dr.Fr.A.Xaview Arulraj, Advocate, S.R.No.67055

W.P.No.25424 of 2011
& 4450 of 2012

SPD(CO)
CS/30/09/2019