



WEB COPY

IN THE HIGH COURT OF JUDICATURE AT MADRAS
DATED : 25.11.2019
CORAM

THE HONOURABLE MR.JUSTICE S.M. SUBRAMANIAM

W.P.No.21870 of 2013
and
M.P.No.1 of 2013

The Management,
M/s.Golden Leathers Tanners & Exports,
No.4/A, 137, Salam Road, Athiyur,
Tirupattur, Vellore District.
Rep., by D.Muralidharan.

.. Petitioner

-vs-

1.The Labour Court,
Vellore, Vellore District.

2.S.Jayakumar

3.S.Justin

4.K.Murugesan

5.V.Velu

6.S.Sathiyamurthy

7.K.Raja

8.Sivaji

.. Respondents

Petition under Article 226 of the Constitution of India
praying for issuance of Writ of Certiorari to call for the
records pertaining to the common award in I.D.Nos.326, 327, 328,
345, 346, 347 and 348 of 2007 dated 31.05.2007 of the 1st
respondent and quash the same.

For Petitioner : Mr.G.Mutharasu

For Respondents : R1 - Labour Court

: RR2 to 8 - No appearance



ORDER

The common award dated 31.05.2007, passed by the 1st respondent, Labour Court, Vellore, in I.D.Nos. 326 to 328 and 345 to 348 of 2000 is under challenge in the present writ petition.

2.The learned counsel appearing on behalf of the writ petitioner Management made a submission that respondents 2 to 8 were engaged on casual basis by the writ petitioner Management. They were engaged on daily wage basis. The petitioner, M/s. Golden Leathers Tanners & Exports is a small scale industry and the company itself was functioning occasionally. It is contended that respondents 2 to 8 were entered into a Settlement under Section 18(1) of the Industrial Disputes Act, 1947 (hereinafter referred to as "the Act") and they have signed the same in the presence of the Trade Union Leader, who had also signed on 10.01.1999. Accordingly, respondents 2 to 8 were paid bonus, leave wages and all other amounts due to them. They have acknowledged the receipts for the same. The Trade Union Leader also signed the said acknowledgement and suppressing the fact that they have signed the 18(1) Settlement and received all the payments, respondents 2 to 8 approached the Labour Court by raising industrial disputes in I.D.Nos.326 to 328 and 345 to 348 of 2000. The Labour Court without considering the documents filed by the writ petitioner Management, allowed the industrial disputes, against which, the present writ petition is filed.

3.The learned counsel for the writ petitioner Management mainly contended that the industrial dispute itself were filed by suppressing the fact that respondents 2 to 8 had signed the Settlement under Section 18(1) of the Act. The said document was filed before the Labour Court.

4.Perusal of the Settlement reveals that respondents 2 to 8 have agreed that they will not seek any reinstatement. In view of the fact that they have agreed not to claim the benefit of reinstatement, all the payments were made by the writ petitioner Management. The facts regarding the receipt of payment as well as the Settlement were suppressed before the Labour Court.

5.The learned counsel for the writ petitioner Management solicited the attention of this Court to the claim petitions filed by respondents 2 to 8 as well as the copy of the 18(1) Settlement. The findings of the Labour Court reveal that the said ground was raised by the Management itself. The Management in clear terms held that respondents 2 to 8 had executed 18(1) Settlement in agreement with the terms and conditions on 10.01.1999. In the said Settlement, it is clearly agreed by the parties that the benefit of reinstatement will not be claimed by respondents 2 to 8. The Trade Union Leader had also signed the



document and accordingly, settlements were received by respondents 2 to 8 along with all other workmen, who have not raised any such disputes.

6.The Labour Court arrived a conclusion that signatures were obtained in blank papers. However, the said fact was not established by way of evidence. Contrarily, the writ petitioner Management could able to establish that Section 18(1) Settlement was not only signed by respondents 2 to 8, but by all the employees, who were working with the writ petitioner Management. When many number of workmen signed the 18(1) Settlement along with respondents 2 to 8, then there is no reason to believe the statement that the signatures of the workmen were obtained in a blank paper. This apart, the Trade Union Leader had also signed the settlement and accordingly, acknowledged the terms and conditions.

7.The above being the factum, the Labour Court committed an error with reference to the documents produced by the parties concerned and ordered for reinstatement with 25% backwages. This Court is of a considered opinion that when an 18(1) Settlement was entered into between the Management and the workmen and the workmen agreed that they will not claim the benefit of reinstatement and accordingly, all the monetary benefits were settled and acknowledged by the workmen, there is no reason whatsoever for the Labour Court to pass an award granting reinstatement with 25% backwages. Thus, the award is perverse and not in consonance with the documents filed before the Labour Court by the parties in the industrial disputes.

8.Accordingly, the common award dated 31.05.2007, passed in I.D.Nos.326 to 328 and 345 to 348 of 2000 is quashed and the writ petition stands allowed. However, there shall be no order as to costs. Consequently, connected miscellaneous petition is closed.

Sd/-
Assistant Registrar(CS)

//True Copy//

Sub Assistant Registrar

abr
To

The Labour Court,
Vellore, Vellore District.

+lcc to Mr.G.Mutharasu , Advocate SR.No. 98350

W.P.No.21870 of 2013

A.SK(10/01/2020)