

HIGH COURT LEGAL SERVICES COMMITTEE, CHENNAI

Lok Adalat-I organised by the High Court Legal Services Committee

Wednesday, the 10th day of July, 2019

LOK ADALAT AWARD

(Chapter VI and u/s 21 of Legal Services Authorities Act, 1987)

Presided over by

The Hon'ble Mr. MALAI. SUBRAMANIAM (Retd.)
and

Members

Mr. S. Bodhanathan

W.P.No.6021 of 2019

Writ Petition filed under Article 226 of the Constitution of India praying to issue a Writ of Certiorari or any other appropriate Writ, order or direction of like nature calling for the records pertaining to the order passed in AP.No.3 of 2017 dated 16.07.2018 on the file of the 1st respondent herein and to quash the same.

1. The Management,
Metropolitan Transport Corporation
(Chennai) Ltd.,
Pallavan Illam, Anna Salai,
Chennai - 600 002. Petitioner

Vs.

1. Thiru.V.Loganathan, Residing now at
189/A, Braminar Street, Perandur Village & Post,
Uthukkottai T.K.
Tiruvallur District - 602026

2 .The Special Deputy
Commissioner of Labour,
D.M.S. Complex, IV Floor,
Teynampet, Chennai - 600 006. ... Respondents

This case has been listed today and came up for settlement before the Lok Adalat. Learned counsel for the appellant Mr.M.Chidambaram and The first respondent has appeared as Party-in-person. Mr.M. Thamim Basha, Superintendent, Metropolitan Transport Corporation Limited, Chennai is present.

After mutual discussion, negotiation, mediation and conciliation between both parties, they arrived at a compromise to settle the matter as follows:

ORDER

1. The Petitioner / Management - Metropolitan Transport Corporation, (Chennai) Limited, Chennai represented by Superintendent and assisted by counsel Mr.M.Chidambaram and the 1st respondent as Party in Person are present before Lok Adalat for conciliation today.

2. A Joint Memo of Compromise duly signed by both the sides has been presented before this Forum. As per the said Joint Memo, the First respondent agreed to forgo the entire backwages from the date of removal i.e. 17.06.2008 till the date of re-instatement and the Petitioner / Management - Metropolitan Transport Corporation, (Chennai) Limited, agreed to reinstate the first respondent without backwages with continuity of service.

3. It is also agreed by both sides that the first respondent will be reinstated in service based on the 12(3) settlement wages only for the non-employment period.

5. In view of the compromise, the writ petition is disposed of accordingly. The Joint memo of Compromise shall form part and parcel of the Award. No order as to costs.

Sd/-
The Management,
Metropolitan Transport Corporation
(Chennai) Ltd.,
Pallavan Illam, Anna Salai,
Chennai - 600 002.

Sd/-
Counsel for the Petitioner

sd/-
Thiru.V.Loganathan,
(Party -in -Person)

This Lok Adalat award is passed in terms of the above settlement.

The full Court fee shall be refunded to the appellant in the manner provided under Section 69-A of the Tamil Nadu Court-Fees and Suits Valuation Act, 1955 and the Court Fees Act, 1870 as provided for under sub Sec.1 of Section 21 r/w 25 of LSA Act 1987 as amended in 1994.

(*) Copy of the Joint Memo of Compromise is enclosed herewith

Sd/-
Judge

Sd/-
Member

Sd/-
Assistant Registrar(Lok Adalat)

//True Copy//

Sub Assistant Registrar

lbm

To:

The parties/Advocate concerned

To:

1. The Metropolitan Transport Corporation (Chennai) Ltd.,
Pallavan Illam, Anna Salai,
Chennai - 600 002.

2.The Special Deputy, Commissioner of Labour, D.M.S.
Complex, IV Floor,
Teynampet, Chennai - 600 006.

3. The Secretary, High Court Legal Services Committee, Chennai.

4. The Section Officer, Writ Section, High Court, Madras.

5. The Section Officer, Lok Adalat Section, High Court, Madras.

W.P.No.6021 of 2019

RP(CO)
SSM(07/08/2019) .