

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 14.03.2019

CORAM

THE HONOURABLE Mrs. JUSTICE PUSHPA SATHYANARAYANA

W.P.No.22311 of 2016
and W.M.P.No.19035 of 2019

Gulf Air,
Maker Chamber V, Ground Floor,
Nariman Point, Mumbai - 400 021.
Rep. by its Country Manager,
Mir Jabir Ali. .. Petitioner

Vs.

1. The Presiding Officer,
Central Government Industrial Tribunal-cum-Labour Court,
I Floor, B-Wing,
No.26, Haddows Road,
Shastri Bhavan, Chennai - 600 006.

2. N.Sivaraman ... Respondents

PRAYER: The Writ Petition has been filed under Article 226 of the Constitution of India praying to issue a Writ of Certiorari, to call for the records and quash the award dated 15.09.2015 in I.D.No.95 of 2014 on the file of the first respondent/Presiding Officer, Central Government Industrial Tribunal-cum-Labour Court, Chennai.

For Petitioner : Mr.S.Ravi
for M/s.Gupta and Ravi

1st Respondent : Court

For 2nd Respondent : Mr.Ram Siddhartha for
M/s.Row and Reddy

O R D E R

The instant Writ Petition has been filed for the issuance of a Writ of Certiorari, to call for the records and quash the Award dated 15.09.2015 in I.D.No.95 of 2014 on the file of the first respondent/ Presiding Officer, Central Government Industrial Tribunal-cum-Labour Court, Chennai.

2. When the matter is taken up for hearing today (14.03.2019), the learned counsel appearing for the petitioner submitted that both parties have arrived at a mutually agreeable settlement and filed a Memorandum of Settlement dated 12.12.2018 to that effect. As per the said Memo, the settlement has been arrived at on the following terms:-

(1) The employee hereby accepts the order of termination dated 21.03.2014 issued by the employer as valid and in accordance with law.

(2) The employee hereby agrees to unconditionally withdraw W.P.No.6378 of 2016 filed by him in the High Court, Madras.

(3) The employer had agreed to provide fresh employment to the employee as Security Coordinator at the Chennai Airport.

(4) The employee hereby agrees that he will not be entitled to any wages, perquisites or other benefits for the period from 21.03.2014 till the date of his re-employment.

(5) The employee hereby agrees that he has received gratuity and other benefits payable to him pursuant to the order of termination dated 21.03.2014 and for the purpose of computation of any future benefits the date of his re-employment alone will be taken into account and the past service rendered will not be taken into consideration.

(6) The employee hereby agrees that this Settlement is in full and final settlement of his claims against employer arising out of I.D.No.95 of 2014 and the award dated 15.09.2015 passed by the Central Government Industrial Tribunal, Chennai, and that he has no further claims, monetary or otherwise against the employer.

(7) Both parties hereby agree that the aforesaid settlement will be filed in W.P.No.22311 of 2016 filed by the employer in the High Court, Madras, with the prayer to dispose of the Writ Petition in terms of this settlement.

3. The said settlement has been signed by both parties and they are represented through their respective counsels and the 2nd respondent/employee is personally present before this Court. The said Memorandum of Settlement is taken on record.

4. This Writ Petition is disposed of in terms of the settlement arrived at between the parties. There shall be no

order as to costs. Consequently, connected miscellaneous petition is closed.

Xerox Copy of the Terms of Settlement enclosed

Sd/-
Assistant Registrar

//True copy//

Sub Assistant Registrar

asi

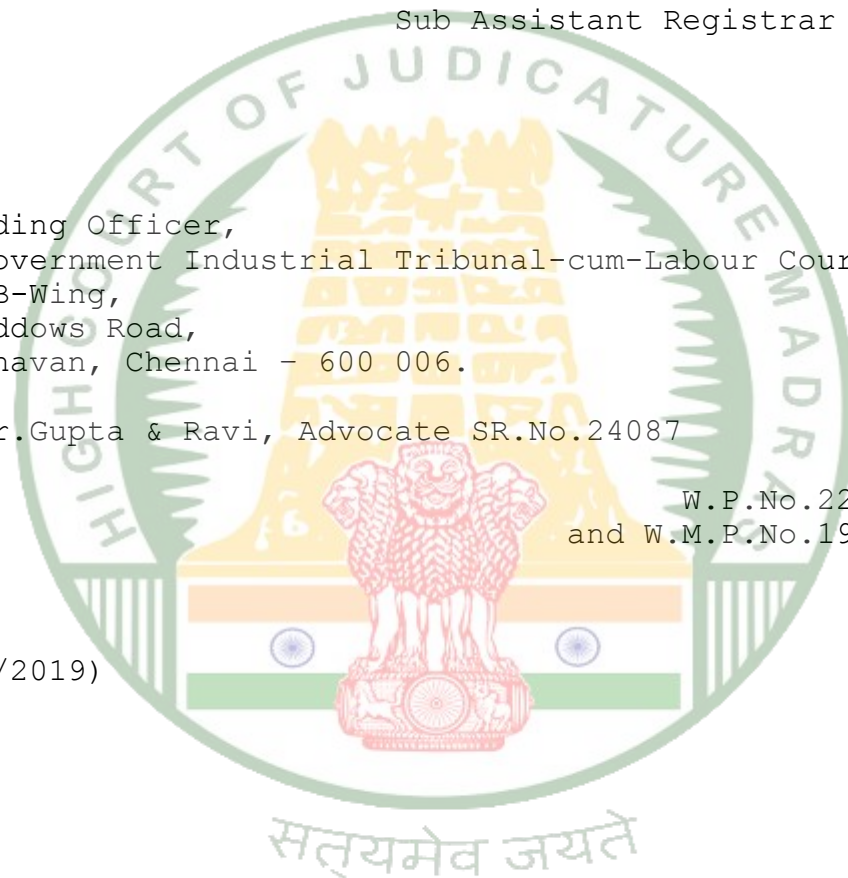
To

The Presiding Officer,
Central Government Industrial Tribunal-cum-Labour Court,
I Floor, B-Wing,
No.26, Haddows Road,
Shastri Bhavan, Chennai - 600 006.

+lcc to Mr.Gupta & Ravi, Advocate SR.No.24087

W.P.No.22311 of 2016
and W.M.P.No.19035 of 2019

AK(CO)
GMY(21/03/2019)



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