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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 22.07.2019

CORAM

THE HONOURABLE MR. JUSTICE S.VAIDYANATHAN

W.P. No.43994 of 2016

V.Moorthy

.. Petitioner

Vs.

1.The Management of Rane Engine
Valves Limited,
Plot No.3, Post Box No.4,
Redhills Road, Madhavaram,
Ponneri-601 204.

2.The Presiding Officer,
II Addl. Labour Court,
High Court Compound,
Chennai-600 104.

.. Respondents

PRAYER : Writ Petition filed under Article 226 of Constitution of India, praying to issue a Writ of Certiorari, calling for the records relating to I.D. No.269 of 2009 from the files of the 2nd respondent Labour Court and quash the impugned Award made therein dated 27.02.2014 in so far as the 2nd respondent has denied and negatived the claim of the petitioner for back wages and other attendant benefits.

For Petitioner : Mr.K.M.Ramesh

For Respondents : M/s.Gupta & Ravi for R1
R2 - Labour Court

O R D E R

When the matter is taken up for hearing, it is submitted by the learned counsel appearing for the parties that the matter has been resolved between the parties. Today, a Memorandum of Settlement dated 22.07.2019 duly signed by the parties, has been filed. The terms of the memo of compromise read as under:

"1. The Employee has submitted his letter of resignation dated 22.07.2019 to the Employer,



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resigning from the services of the Employer with immediate effect;

2. The Employer has accepted the Letter of Resignation submitted by the Employee and has relieved him from service with immediate effect;

3. The Employer shall pay a sum of Rs.1,12,125/- (Rupees one lakh twelve thousand one hundred and twenty five only) as Gratuity;

4. The Employer shall pay a sum of Rs.7,87,875/- (Rupees seven lakhs eight seven thousand eight hundred and seventy five only) which is inclusive of all amounts due to the Employee including leave salary, bonus etc. in full and final settlement of all his claims against the Employer;

5. The Employee hereby agrees that the aforesaid payment is in full and final settlement of all his claims against the Employer and that there is no other claim monetary or otherwise pending against the Employer;

6. The Employee hereby agrees that he will not make any claim for back wages, perquisites or other attendant benefits for the period of his non-employment from 06.02.2007 to 27.02.2014 or any period subsequent thereto till the date of his resignation;

7. The Employee hereby agrees that consequent to the settlement, he will not raise any dispute claiming any employment or reemployment nor make any claims monetary or otherwise against the Employer directly or indirectly before any judicial or Conciliation Forum;

8. In view of the aforesaid settlement, the complaint filed by the Employee before the Deputy Commissioner - Labour (Conciliation)-II, Chennai shall be deemed to be withdrawn;

9. Both the parties hereby agree that this settlement will be filed before the Hon'ble High Court of Madras in W.P.No.43994 of 2018 and the said Writ Petition will be disposed of in terms of this settlement;"

2.Learned counsel appearing for the petitioner submits that the memo has been complied with and the petitioner has received the entire amount.



3. Accordingly, the Writ Petition stands disposed of in terms of the memo of compromise. The memo of compromise dated 22.07.2019 shall form part of the order.

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Sd/-

Assistant Registrar (CS-)

//True Copy//

Sub Assistant Registrar

rpp

To

The Presiding Officer,
II Addl. Labour Court,
High Court Compound,
Chennai-600 104.

+lcc to Mr.K.M.Ramesh Advocate, S.R.No.62621

+lcc to Mr.M/s.Gupta & Ravi Advocate, S.R.No.62983

GP(CO)
CB(18/09/2019)

W.P. No.43994 of 2016