

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 20.08.2019

CORAM:

THE HONOURABLE MR. JUSTICE S.VAIDYANATHAN

W.P.No.1748 of 2014

The General Manager,
Tamil Nadu State Transport Corporation
(Kumbakkonam) Ltd.,
27, Railway Station New Road,
Kumbakkonam - 612 001.

... Petitioner

vs.

1. The Special Deputy Commissioner of Labour,
D.M.S. Compound,
Chennai.

2. T.Kandasamy

... Respondents

Writ Petition filed under Article 226 of the Constitution of India seeking issuance of a writ of Certiorari, to call for the records of the 1st Respondent made in A.P.No.27 of 2012, dated 06.05.2013 and to quash the same as illegal and against the provisions of the Industrial Disputes Act, 1947.

For Petitioner : Mr.D.Venkatachalam
For 2nd Respondent : Mr.S.T.Varadarajulu

O R D E R

Challenging the order dated 06.04.2013 passed by the 1st Respondent in A.P.No.27 of 2012, the Petitioner/Transport Corporation has come up with the present Writ Petition.

2. Today, when the matter is taken up for hearing, learned counsel for the parties produced a Joint Memo of Compromise dated 20.08.2019 and submitted that the parties have arrived at a settlement. For better understanding, the terms of the settlement as stated in the Joint Memo of Compromise, are reiterated hereunder:

(i) Both the parties hereby agreed that the 2nd Respondent is to be reinstated with continuity of service and the 2nd Respondent

will be reinstated into service within a period of one month from the date of receipt of the court order copy.

(ii) The 2nd Respondent agrees not to claim any backwages other than 17-B wages already received.

(iii) The 2nd Respondent accepted the last drawn basic only taken into account for the terminal benefits calculation.

(iv) The employer contribution for the non-duty period will be paid by the 2nd Respondent.

(v) The 2nd Respondent herein will have no other claim whatsoever against the appellant and he accepts the above terms of settlement as full and final.

3. As the parties have arrived at a settlement in terms of the above Joint Memo of Compromise, this Writ Petition is disposed of recording the same. However, as regards clause 4 of the Joint Memo of Compromise, this Court makes it clear that the 2nd Respondent/employee need not pay any interest. No costs. Consequently, M.P.Nos.1 and 2 of 2014 are closed.

Sd/-

Assistant Registrar(CS VI)

//True Copy//

Sub Assistant Registrar

To:

The Special Deputy Commissioner of Labour,
D.M.S. Compound,
Chennai.

+1cc to Mr.D.Venkatachalam, Advocate sr.70932
+1cc to Mr.S.T.Varadarajulu, Advocate sr.71003

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rsv(co)
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