

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 12.11.2019

CORAM:

THE HONOURABLE MR.JUSTICE S.M.SUBRAMANIAM
W.P.No.25538 of 2017

- 1.C.Thailammal
- 2.C.Divya
- 3.C.Prema
- 4.C.Priya
- 5.C.Kanchana
- 6.C.Kalpna
- 7.C.Preethi Devi.

...Petitioner
vs.

1. The Registrar,
The Indian Institute of Technology, (I.I.T.),
Chennai-600 036.
2. The Chairman,
Council of Wardens and Hostel Managements,
I.I.T.Campus,
Chennai-600 036.
3. The Presiding Officer,
Principal Labour Court,
(The II Addl. Labour Court),
Chennai-600 104.

... Respondents

PRAYER: Writ Petition filed under Article 226 of the Constitution of India praying to issue a Writ of Certiorarified Mandamus, to call for the records in F/OHM/Reply/2016/310/ dated 04.07.2016 and directing the Chairman, Council of Wardens and Hostel managements to pay 24% P.A.Banking interest amount Rs.16,56,000/- along with cost of the writ petition Rs.18,36,000/- within time stipulated and accordingly to the law, by the Court.

For Petitioner : Mr.K.Elango

For Respondents : Mr.R.Parthiban
for RR1 & 2
R3-Labour Court.

O R D E R

The writ petition is filed to call for the records in F/OHM/Reply/2016/310/ dated 04.07.2016 and directing the Chairman, Council of Wardens and Hostel Managements to pay 24%.P.A Banking interest amount Rs.16,56,000/- along with cost of the writ petition Rs.1,80,000/- total Rs.18,36,000/- within time stipulated.

2. With reference to the relief sought for in the present writ petition, the learned counsel appearing on behalf of the second respondent brought to the notice of this Court that the issues between the parties were settled and the petitioners have signed the compromise agreement. The compromise agreement is enclosed in page No.42 of typed set of papers filed by the writ petitioners themselves.

3. A perusal of the said compromise memo reveals that all the writ petitioners have signed the compromise memo and the said fact is stated by the second respondent in paragraph Nos.8 & 9 of the counter affidavit filed by him, which reads as under:

8.Though the petitioners agreed originally to the Compromise Memo, there was some dispute between the 1st petitioner herein and one of the daughters of the 1st petitioner who had not come forward to sign the Compromise Memo because of some family dispute within the petitioners' family itself. This respondent herein informed to the petitioners that all the persons of the petitioners herein that is 1st petitioner and the legal heirs should sign in the Compromise Memo and then only it would be possible to release the entire amount. After a long lapse of time, the petitioners approached the 2nd respondent and informed that they wanted to settle the dispute amicably and the memo was signed by all the petitioners. An agreement was entered on 31.08.2011, which had specifically contained Clause No.1 as extracted below:

"The parties above named have agreed on the following terms of Compromise and pray that the Writ Appeal No.945 of 2007 may be disposed of in accordance with the terms of Compromise".

9. The above terms of Compromise was also enclosed in the writ petitioners' typed set. Moreover on 19.06.2015, negotiations were held between the petitioners and the respondent and the petitioners received a sum of Rs.14,85,900/- stating "Received in full and final settlement of terminal benefits of Mr.V.Chakravathy(deceased), from Hostel Management, IIT, Madras, Chennai 600036. This is to inform that we have

no other claims from Hostel Management. We hereby you to issue a cheque favouring Srimati C.Thailammal, wife of V.Chakravarthy." The above receipt was signed by all the petitioners.

4. In view of the fact that the writ petitioners have signed the compromise settlement and received the benefits from the second respondent, no further adjudication is required in respect of the grounds raised in the present writ petition.

5. Accordingly, the writ petition stands disposed of as infructuous. No costs. Consequently, connected miscellaneous petition is closed.

Sd/-
Assistant Registrar(CS)

//True Copy//

Sub Assistant Registrar

ssb

To

1. The Registrar,
The Indian Institute of Technology, (I.I.T.),
Chennai-600 036.
2. The Chairman,
Council of Wardens and Hostel Managements,
I.I.T.Campus,
Chennai-600 036.
3. The Presiding Officer,
Principal Labour Court,
(The II Addl. Labour Court),
Chennai-600 104.

+lcc to Mr.K.Elango , Advocate SR.No. 94670

+lcc to Mr.R.Parthiban , Advocate SR.No. 93991

W.P.No.25538 of 2017

pa (CO)
A.SK(06/01/2020)