

HIGH COURT LEGAL SERVICES COMMITTEE, CHENNAI
LOK ADALAT-II ORGANISED BY THE HIGH COURT LEGAL SERVICES
COMMITTEE

MONDAY, THE 11TH DAY OF MARCH 2019

LOK ADALAT AWARD

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

The Hon'ble Mr. JUSTICE M. JEYAPPAUL, J. (Retd.)
and

Members

Mr. J.D. Rukmangathan, C.J.M. (Retd.)
Mr. N. Balasubramanian

W.P.No.31536 of 2018

Writ Petition has been filed under Article 226 of the Constitution of India for issuance of a writ of Certiorari calling for the records pertaining to the order passed in I.D. No.205 of 2013 dated 16.08.2018 on the file of the IInd Additional Labour Court, Chennai and quash the same.

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

.. Petitioner

Vs.

S.G. Prasath,

.. Respondent

Both the parties appeared before us at 1 p.m. and the case was taken up again today at their request. Mr.M.Chidambaram, counsel appearing for the petitioner is present. After mutual discussion, negotiation, mediation and conciliation between both parties, they arrived at a compromise to settle the matter as follows:-

TERMS OF SETTLEMENT

The Petitioner is the Metropolitan Transport Corporation, Chennai. The Writ petitioner has challenged the award passed by the Labour Court, setting aside the order of the removal of service passed against the respondent/workman.

2. Both the parties were present and they have compromised the matter. They have also filed Joint Memorandum before the Forum in culmination of amicable settlement arrived at between them.

3. In terms of the Joint memorandum filed by both the parties, the writ petitioner, i.e. Metropolitan Transport Corporation, Chennai, agreed to re-instate the respondent/workman with continuity of service. The respondent/workman on his part agreed to forego the entire back-wages from the date of removal from service to the date of reinstatement of service. Further, he has agreed to pay the contribution towards Provident Fund without interest to the Provident Fund Trust for the period of non-employment from the date of his dismissal of service to the date of reinstatement in service. The above terms of the agreement between the parties were read-over and explained to both the parties. They having understood the terms of compromise, entered in the Joint Memorandum of compromise, the submitted before Lok Adalat, to dispose of the writ petition accordingly.

4. Accordingly, the Joint Memorandum is recorded and the writ petition is disposed of, in terms of the Joint Memorandum filed by both the parties.

5. In view of the above, the award is passed accordingly.

6. The full Court fee paid shall be refunded to the petitioner 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 and there shall be no demand for additional Court fee.

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

Sd/-
Counsel for the Petitioner

Sd/-
S.G.Prasath,

Sd/-
Counsel for the Respondent

Sd/-
Judge

Sd/-
Member

Sd/-
Member

* Xerod copy of Joint Memo,
dated 11.03.2019 enclosed

Sd/-
Assistant Registrar(L.A)

//True Copy//

Sub Assistant Registrar

lbm

To: The parties/Advocate concerned

Copy to:

1. The Presiding Officer,
IInd Additional Labour Court, Chennai
2. The Secretary,
High Court Legal Services Committee, Chennai.
3. The Section Officer, V.R.Section,
High Court, Madras.
4. The Section Officer, Lok Adalat Section,
High Court, Madras. +2 copies
5. The Section Officer,
Writ Section, High Court,
Madras

W.P.No.31536 of 2018

MR(CO)
CS/25/04/2019