



BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED: 28.11.2019

CORAM

THE HONOURABLE MR.JUSTICE **S.S.SUNDAR**

W.P. (MD)Nos.14283 and 14284 of 2011 and 8665 of 2012

and

M.P. (MD)Nos.1 and 1 of 2011 in

W.P. (MD)Nos.14283 and 14284 of 2011 and

M.P. (MD)No. 2 of 2013 and 1 of 2015 in

W.P. (MD)No.8665 of 2012

WEB COPY

Madura Coats Private Limited,
through its Group Industrial Relations Manager,
Papavinasam Mills Post, Ambasamudram,
Tirunelveli District. :Petitioner in all cases

vs.

- 1.The Presiding Officer,
Labour Court, Tirunelveli. :1st Respondent in all cases
- 2.Madurai Jilla Mill Tholizhargal Sangam (HMS),
through its Secretary. :2nd Respondent in W.P.(MD)Nos.
14283 and 14284 of 2011
- 3.S.Arumuga Nainar : 3rd Respondent in W.P.(MD)Nos.
14283 and 14284 of 2011 and
2nd Respondent in W.P.(MD)No.
8665 of 2012

Prayer in W.P.(MD)No.14283 of 2011: Writ Petition filed under Article 226 of the Constitution of India praying for issuance of a Writ of Certiorari, to call for the records relating to the order, dated 23.05.2011 passed in I.D.No.57 of 2006 on the file of the Labour Court, Tirunelveli and quash the same.

Prayer in W.P.(MD)No.14284 of 2011: Writ Petition filed under Article 226 of the Constitution of India praying for issuance of a Writ of Certiorari, to call for the records relating to the order, dated 23.05.2011 passed in I.D.No.23 of 2006 on the file of the Labour Court, Tirunelveli and quash the same.

Prayer in W.P.(MD)No.8665 of 2012: Writ Petition filed under Article 226 of the Constitution of India praying for issuance of a Writ of Certiorari, to call for the records relating to the preliminary award dated 22.02.2012 as well as the consequential final award, dated 20.04.2012 passed in I.D.No.106 of 2007 on the file of the Labour Court, Tirunelveli / first respondent herein and quash the same as illegal.



For petitioner in all cases :Mr.M.P.Senthil
For R2 :No appearance
(W.P. (MD)Nos.14283 and 14284 of 2011)

For R2 in W.P. (MD)No.8665 of 2012:Mr.D.Nallathambi

For R3 in (W.P. (MD)Nos.14283 and
14284 of 2011) :Mr.V.R.Venkatesan

COMMON ORDER

These Writ Petitions are filed to quash the award passed by the Labour Court, Tirunelveli, in I.D.Nos.57 and 23 of 2006, dated 23.05.2011 and I.D.No.106 of 2007, dated 20.04.2012.

2.All these Writ Petitions are between the Management of Madura Coats Private Limited and the employee. Covering the dispute in all the Writ Petitions, a settlement under Section 18 (1) of the Industrial Disputes Act, 1947, has been entered into between the Management and the employee. Both Counsel for the petitioner and the representative of the Management, who was authorised to sign, have consciously entered into the agreement, dated 17.05.2018. The terms of the settlement are as follows:

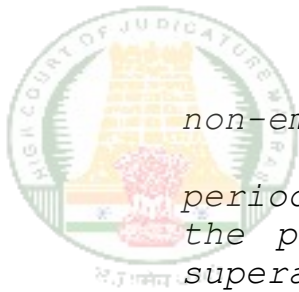
"1.The Management had already re-instated Thiru.S.Arumuganainar into service from 17.07.2017 in the presently existing monthly salary including all allowances.

2.Both parties agreed that the non-employment for the period from 13.08.2005 to 16.07.2017, an ex-gratia total lump sum of Rs.12,45,414/- (Rupees Twelve Laksh Forty Five Thousand and Four Hundred Fourteen only) will be paid by the management and Thiru.S.Arumuganainar agreed to receive the same.

3.Both parties agreed that the amount mentioned under clause No.2 will be paid to S.Arumuga Nainar by the Management on or before 16.05.2018.

4.Both parties agreed that the issue has been settled in entirety including the claim made by the workman in I.D.No.23 of 2006 & I.D.No.57 of 2006, which is now pending by way of Writ Petitions before the Honourable High Court of Madruai Bench in W.P.Nos.14283 & 14284 of 2011.

5.In view of the settlement, both parties agreed to dispose of all the Writ Petitions in (1)W.P.No.12483 of 2011 (2) W.P.No.14284 of 2011 and (3) W.P.No.8665 of 2012. Thiru S.Arumuga Nainar assured that he will not claim any other amount for the non-employment period. Thiru S.Arumuga Nainar agreed that he will not raise any dispute before any legal forum in connection with his



non-employment against the Management.

6.Both parties agreed that the non-employment period will be counted for his total service period for the purpose of Payment of Gratuity at the time of his superannuation.

7.it is agreed that the employee, Thiru.S.Arumuganainar shall give individual receipts to the Management for the payments received by him in terms of the settlement.

8.Following the payment of the amount mentioned in this settlement, it is specifically agreed between the parties that neither of them shall have any claim against each other, thereafter.

9.The Management of Madura Coats and Thiru S.Arumuga Nainar are hereby agree to dispose of the Writ Petitions Nos. (1)W.P.No.14283 of 2011 (2) W.P.No.14284 of 2011 and (3)W.P.No.8655 of 2012 based on this settlement and Thiru.S.Arumuganainar shall have no further claim against M/s.Madura Coats Private Limited."

3.The Counsel for the petitioner and the contesting respondent submitted that these Writ Petitions may be disposed of in terms of the settlement.

4.Accordingly, these Writ Petitions are disposed of in terms of the settlement and the award passed by the Labour Court, Tirunelveli, in I.D.Nos.57 and 23 of 2006, dated 23.05.2011 and I.D.No.106 of 2007, dated 20.04.2012, are hereby set aside. No costs. Consequently, connected miscellaneous petitions are closed.

Sd/-

Assistant Registrar (RECORD)

// True Copy //

Sub Assistant Registrar(CS)

cmr

+2 CC to M/s.M.P. SENTHIL, Advocate (SR-102475[F] dated 29/11/2019)

+1 cc to Mr.D.Nallathambi , Advocate SR.No.102640

W.P.(MD)Nos.14283 and 14284 of 2011 and 8665 of 2012
28.11.2019

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