



BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED: 27.08.2019

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THE HON'BLE MR.JUSTICE S.M.SUBRAMANIAM

W.P. (MD) .No.16748 of 2013

and

M.P (MD) No.1 of 2013

The Management,
Sagayamatha Hospital,
Pullambadi, Lalgudi Taluk,
Trichy-621 711.

... Petitioner

-vs-

1.R.Arokiyasamy

2.The Presiding Officer,
Labour Court,
Tiruchirappalli.

3.Jesintha

4.Julie

5.Marthin

6.Lawrence

... Respondents

(The respondents 3 to 6 are impleaded
as per the order of the Court,
dated 27.08.2019)

Prayer: Writ Petition filed under Article 226 of the Constitution of India for issuance of a Writ of Certiorari, calling for the records relating to the impugned award dated 27.08.2012 passed by the second respondent herein on the file of the Industrial Dispute No.158 of 2001 and quash the same.

For Petitioner	: Mr.S.Vinod Sathya
For R1	: Mr.N.Balakrishnan
For R3 to R6	: Mr.S.Thiagarajan

O R D E R

The award dated 27.08.2012 in I.D.No.158 of 2001 is under challenge in the present writ petition.

2. The learned counsel appearing on behalf of the writ petitioner/Management as well as the workman filed a Joint Memo of

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Compromise and made a submission that pursuant to the Joint Memo of Compromise, the issues between the Management and the Workman were already settled. The Joint Memo of Compromise, dated 28.08.2017 is extracted hereunder:-

"Joint Memo of Compromise"

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1.This joint memo of compromise is entered between the petitioner and respondents 3 to 6 on the terms found herein below.

2.Originally Late Mr.Arokiyasamy was employed as Leprosy Inspector in 'Sagayamatha Leprosy Hospital and Rural Health Project' by the writ petitioner which was funded by Germany Leprosy Relief Association. I submit that said project was closed by December 2000 itself. The Management of the Sagayamath Hospital terminated Late Mr.Arokiyasamy from his service on 27.12.2000. Challenging the same Claim petition was filed in I.D.No.158 of 2001 before the Hon'ble Labour Court Tiruchirappalli (2nd Respondent) and the same was allowed by passing an Award dated 27.08.2012. Aggrieved against the said order, the writ petitioner filed this writ petition and also obtained an order of interim stay.

3.Under such circumstances, Late Mr.Arokiyasamy entered in to a compromise with the writ petitioner that "the management has agreed for a settlement of Rs.3 Lakhs towards 'full and final settlement in view of his termination dated 27.12.2000. As a sum of Rs.2,25,120/- was already deposited with the Labour Court vide Chelan No.12/2013 Lodgment in 844300 1C4 AA 000B in I.D.No.158/2001. The writ petitioner/the management permitted him to withdraw the said amount and the balance sum of Rs.74880/- is agreed to be paid by way of a Demand Draft." However pending writ petition, Late Mr.Arokiyaraj died and under such circumstances, now the legal heirs of Late Mr.Arokiyaraj viz respondents 3 to 6 herein has agreed for a compromise on the following terms:

a. The respondents 3 to 6 namely Mrs.Jesintha, Mrs.Julie, Mr.Martin and Mr.Lawrence, being the surviving legal heirs of Late Mr.Arokiyasamy has already received a sum of Rs.1 lakh when Mr.Arokiyasamy was hospitalized on behalf of Mr.Arokiyasamy.

b. The Respondent viz., Mrs.Jesintha, Mrs.Julie, Mr.Martin and Mr.Lawrence agrees to receive the sum of Rs.2,25,120/- together with accrued interest which is already deposited by the Management with the Labour Court vide Chelan No.12/2013 Lodgment in 844300 1C4 AA 000B in I.D.No.158/2001 towards full settlement of their claim.

c.That the respondents has no objection to allow the writ



petition accepting the date of termination of service of Late Mr.Arokiyasamy i.e., 27.12.2000 as his date of retirement from service and that the respondents viz., Mrs.Jesintha, Mrs.Julie, Mr.Martin and Mr.Lawrence is entitled to receive provident fund Claim upto 27.12.2000.

d.The respondents viz., Mrs.Jesintha, Mrs.Julie, Mr.Martin and Mr.Lawrence (Legal Heirs of Late Mr.Arokiyasamy) further agree that we have no other claim apart from this settlement and the Management is not liable to pay any other benefits or contributions after 27.12.2000.

It is therefore Humb'ly prayed that this writ petition may be ordered on the aforesaid terms jointly agreed between both the parties and pass such further or orders as this Court may deem fit and necessary and thus render justice."

3. The learned counsel for the writ petitioner/Management made a submission that pursuant to the Interim Order passed in the writ petition, some amount had already been deposited before the Labour Court, Tiruchirappalli in I.D.No.158 of 2001.

4.The workman or their legal heirs are permitted to file appropriate application before the Labour Court concerned and in the event of filing any such application, the Labour Court shall verify the genuinity of the claim and accordingly release the amount in favour of the workman or their legal heirs.

5.In view of the Joint Memo of Compromise cited above, no further adjudication is required and accordingly, the writ petition stands disposed of. No costs. Consequently, connected miscellaneous petition is closed.

Sd/-

Assistant Registrar (CS-III)

// True Copy //

Sub Assistant Registrar

To
The Presiding Officer,
Labour Court, Tiruchirappalli.

+1 CC to M/s.S. THIAGARAJAN, Advocate (SR-83630[F] dated 27/08/2019

W.P. (MD) No.16748 of 2013
27.08.2019

AM

MS/23.09.2019/3P.3C

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