



BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED: 14.11.2019

CORAM:

THE HONOURABLE MS.JUSTICE V.M.VELUMANI

W.P. (MD) Nos.16722 and 16724 of 2019

R.Gopal ... Petitioner in W.P. (MD) No.16722 of 2019
S.Subramanian ... Petitioner in W.P. (MD) No.16724 of 2019

-Vs-

- 1.The Management of Tamil Nadu State Transport Corporation (Kumbakonam) Limited,
Represented by its Managing Director,
Kumbakonam. ... 1st Respondent in both W.Ps.
- 2.The General Manager,
Tamil Nadu State Transport Corporation
(Kumbakonam) Limited,
Karaikudi Region, Karaikudi. ... 2nd Respondent
in W.P. (MD) No.16722 of 2019
- 2.The General Manager,
Tamil Nadu State Transport Corporation
(Kumbakonam) Limited,
Trichy Region, Trichy. ... 2nd Respondent
in W.P. (MD) No.16724 of 2019
- 3.The Administrator,
Tamil Nadu State Transport Corporation
Pension Fund Trust,
Thiruvalluvar Illam, Pallavan Salai,
Chennai-2. ... 3rd Respondent
in W.P. (MD) No.16724 of 2019

COMMON PRAYER: Writ Petitions filed under Article 226 of the Constitution of India for issuance of Writ of Mandamus, directing the respondents to settle the petitioner's surrender leave salary of Rs.1,12,974/- for 62 days from 2011 to 2018 and Rs.60,000/- for 50 days from 2009 to 2014 respectively together with interest at the rate of 18% per annum payable from the date of retirement to till the date of actual payment.

For Petitioner : Mr.A.Rahul
(in both Writ Petitions)

For Respondents : Mr.D.Sivaraman
(in both Writ Petitions)



COMMON ORDER

These Writ Petitions are filed to direct the respondents to settle the petitioner's Earned Leave Wages for 62 and 50 days with reasonable rate of interest, within the time that may be stipulated by this Court.

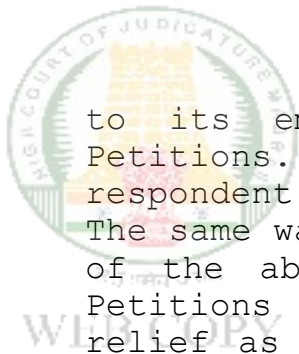
2. According to the petitioners, they were appointed as Driver on 15.02.1988 and as Conductor on 10.03.1979 and retired from service on 31.03.2018 as Driving Instructor and on 30.04.2014 as Checking Inspector, respectively, on attaining the age of superannuation. The respondent Management and Union entered into settlement under Section 12(3) of the Industrial Disputes Act relating to the service condition of the employees' of respondent Corporation. One of the clauses is that the petitioners are entitled to 30 days Earned Leave in a year. The petitioners can surrender 15 days of Earned Leave and accumulate their 15 days Earned Leave in a year. Therefore, the petitioners made representation on 10.07.2019 and 27.06.2019 respectively to the respondents. However, the same have not been considered. Hence, the petitioners has come out with the present Writ Petitions.

3. The learned counsel appearing for the petitioners contended that earlier, the issue of payment of Earned Leave salary came up for consideration before this Court and this Court directed the respondent therein to pay the Earned Leave salary. The same was confirmed by the Division Bench of this Court. The leave salary was paid to the said employees. Therefore, the petitioners are entitled to the same benefit as per the settlement entered between the respondent Management and the Union and prayed for allowing the Writ Petition.

4. The learned counsel appearing for the respondents contended that the respondents are not having sufficient funds to run the buses itself and due to financial crunch, the respondents are unable to permit the petitioner to encash the earned leave and prayed for dismissal of the Writ Petitions.

5. Heard the learned counsel appearing for the petitioners, the learned counsel appearing for the respondents and perused the materials available on record carefully.

6. From the materials on record, it is seen that as per the settlement entered into between the respondent Management and the Union under Section 12(3) of the Industrial Disputes Act, the petitioners are entitled to 30 days of earned leave in a year. They are entitled to either encash 15 days earned leave every year or accumulate the 30 days leave and subsequently, encash the same. This position is not disputed by the respondent. On number of occasions, when the respondent did not pay the earned leave salary



to its employees, they approached this Court by filing Writ Petitions. This Court, considering the issue involved, directed the respondent therein to pay the earned leave salary to its employees. The same was confirmed by the Division Bench of this Court. In view of the above facts and order of this Court in number of Writ Petitions and Writ Appeals, the petitioners are entitled to the relief as such sought for in the Writ Petitions. Earlier, this Court permitted the respondents to pay the leave salary in installments.

7. Considering the submission of the learned counsel appearing for the respondents, the respondents are directed to settle the eligible earned leave salary to the petitioners in twelve (12) equal monthly installments to be paid on or before 10th day of every English Calendar month. The first installment is to be paid on or before 10th day of February, 2020.

8. In the result, the Writ Petitions are allowed. No costs.

Sd/-

Assistant Registrar(AD-II)

// True Copy //

Sub Assistant Registrar(CS)

Myr

+2CC TO MR.A.RAHUL, Advocate Sr. No.98535 & 98536

+2CC TO MR.D.SIVARAMAN, Advocate Sr. No. 98614 & 98613

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MA (CO)

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