



BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED: **21.11.2019**

CORAM:

THE HONOURABLE MR.JUSTICE T.S.SIVAGNANAM
AND
THE HONOURABLE MRS.JUSTICE R.THARANI

W.A(MD)NO.1204 OF 2019

and

C.M.P(MD)No.10403 of 2019

Against

WP(MD).No.8419 of 2011

The Management of
Pandiyan Roadways Corporation Limited,
now remained as
Tamil Nadu State Transport Corporation Madurai Limited,
represented by its Managing Director,
Madurai. :Petitioner/appellant

.vs.

1.P.Nagenthiran

2.The Presiding Officer,
Labour Court,
Madurai.

: Respondents/Respondents

PRAYER: Writ Appeal filed under Clause 15 of the Letters Patent praying this Court to set aside the order passed by this Court in W.P(MD)No.8419 of 2011, dated 22.11.2018.

Prayer in WP(MD). 8419 of 2011 :

Writ Petition is filed under Article 226 of the Constitution of India, praying this Court to issue a Writ of Certiorarified Mandamus, after calling for the records from the 1st Respondent Labour Court relating to the impugned award dated 31.01.2008 in I.D.No.241/96 of the 1st respondent, quash the same in so far as denying back wages and other attendant benefits to the petitioner and consequently to direct the 2nd respondent to reinstate him in service with back wages and continuity of service and all other attendant benefits and thus render justice

For Appellant

:Mr.J.Senthil Kumaraiah

For Respondent-1

:Mr.S.Arunachalam



JUDGMENT

[Judgment of the Court was made by **T.S.SIVANANAM, J.**]

It is submitted by the learned counsel for the appellant and first respondent that the matter has been settled between them and they have filed a Memo of Settlement, dated 20.11.2019, before this Court, signed by both counsels, which reads as follows:

'1.From the date of dismissal(18.5.1996) to till the date of reinstatement(19.2.2007) the appellant Management had agreed to settle annual wage increment, settlement benefits, service weightage, review benefits with cumulative effect to the first respondent and also agreed that his basic salary shall be adjusted.

2.With the adjusted basic salary of first respondent, the appellant management has agreed to settle annual wage increment, settlement benefits and review benefits till to date to him.

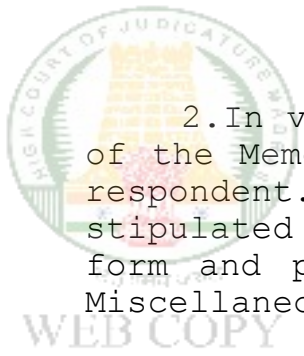
3.From the date of reinstatement(20.2.2017) to 31.10.2019, for such period, from the total difference of salary amount the first respondent has come forward to agree only 20% of difference of salary amount and further he agreed to give away remaining 80% of difference of salary amount to the appellant management.

4.For the period from 18.5.1996 to 19.2.2017 and 20.2.2007 to 31.10.2019, from the difference of 80% salary amount, the first respondent agreed to take over employer contribution and for the remaining difference salary amount he agreed to give away to the appellant management.

5.For the period from 18..5.1996 to 19.2.2007, the appellant management has agreed to taken into account for pension and gratuity calculation.

6.In the following days, the first respondent had coincided that he would not raise any dispute by calcimining any benefits before the Court of Law.

7.Out of my best known knowledge, I am entering into this settlement agreement with the appellant management without any compulsion or threat, I abide by the conditions specified.'



2. In view of the same, this Writ Appeal is disposed of in terms of the Memo of Settlement entered between the appellant and first respondent. Both the parties shall abide by the conditions stipulated in the Memo of Settlement. The Memo of Settlement shall form and parcel of this order. No costs. Consequently, connected Miscellaneous Petition is closed.

Sd/-

Assistant Registrar (CS-II)

// True Copy //

Sub Assistant Registrar (CS)

vsn

To

The Presiding Officer,
Labour Court,
Madurai.

+1 CC to M/s.J.SENTHIL KUMARAI AH, Advocate (SR-100512[F] dated 22/11/2019)

+1 CC to M/s.GP (SR-100565[F] dated 22/11/2019)

JUDGMENT MADE IN
W.A (MD) NO.1204 OF 2019
and
C.M.P (MD) No.10403 of 2019
21.11.2019

JMN (05.12.2019) 3P : 4C