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BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT
DATED: 30.10.2019
CORAM:
THE HONOURABLE MS.JUSTICE V.M.VELUMANI
W.P(MD)No.22839 of 2019

R.Jamuna ... Petitioner

vs.

1.The Tamil Nadu State Transport Corporation
(Kumbakonam) Ltd.,
Rep. by its Managing Director,
Kumbakonam.

2.The General Manager,
Tamil Nadu State Transport Corporation
(Kumbakonam) Limited,
Kumbakonam Region,
Kumbakonam. ... Respondents

PRAYER: Writ Petition filed under Article 226 of the Constitution of India for issuance of Writ of Mandamus, directing the respondents to settle petitioner's surrender leave salary for 104 days in respect of years 2011-2012, 2012-2013, 2013-2014, 2014-2015, 2015-2016, 2016-2017 and 2017-2018 toegether with interest at the rate of 18% per annum payable from the date of retirementtill the date of actual payment.

For Petitioner : Mr.A.R.Palanisamy
For Respondents : Mr.D.Sivaraman

ORDER

This writ petition is filed for a direction to the respondent to settle petitioner's surrender leave salary for 104 days in respect of years 2011-2012, 2012-2013, 2013-2014, 2014-2015, 2015-2016, 2016-2017 and 2017-2018 toegether with interest at the rate of 18% per annum payable from the date of retirement till the date of actual payment.

2.Mr.D.Sivaraman, learned counsel takes notice for the respondents. By consent of both parties, the Writ Petition is taken up for final disposal at the stage of admission itself.

3. According to the petitioner, she was appointed as 'Clerk' in January 1998 and retired from service on 30.11.2018 as Assistant on attaining the age of superannuation. The respondents Management and Union entered into settlement under Section 12(3) of the Industrial Disputes Act relating to the service condition of the employees' of respondents Corporation. One of the clauses is that the petitioner is entitled to 30 days Earned Leave in a year and the

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petitioner can surrender 15 days of Earned Leave in a year. The petitioner can accumulate his 15 days Earned Leave in a year. When the petitioner requested the respondents for encashment of Earned Leave, the respondents expressed their inability to pay Earned Leave salary due to financial crunch. Subsequently, the respondents have paid only part of the leave salary i.e, for 240 days and failed to pay the leave salary for the remaining period of 104 days. The petitioner is entitled to get Earned Leave salary for the balance period of 104 days. Earlier, the issue of payment of Earned Leave salary came up for consideration before this Court and this Court directed the respondents 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.

4. The learned counsel appearing for the petitioner contended that the petitioner is entitled to the same benefit as per the settlement entered between the respondent Management and the Union and prayed for allowing the writ petition.

5. Mr.D.Sivaraman, learned counsel appearing for the respondent 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 petition.

6. Heard the learned counsel appearing for the petitioner and the learned counsel appearing for the respondents and perused the materials available on record.

7. From the materials on record, it is seen that as per the settlement entered into between the respondents Management and the Union under Section 12(3) of the Industrial Disputes Act, the petitioner is entitled to 30 days of earned leave in a year. He is entitled to either encash 15 days leave every year or accumulate 30 days leave in a year and subsequently, encash the same. This position is not disputed by the respondents. On number of occasions, when the respondents 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 respondents 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 petitioner is entitled to the relief as such sought for in the writ petition. Earlier, this Court permitted the respondents to pay the leave salary in instalments.

8. Considering the submission of the learned counsel appearing for the respondents, the respondents management are directed to settle the balance eligible earned leave salary to the petitioner in twelve (12) equal monthly instalments to be paid on or before 10th day of every English Calendar month. The first

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instalment is to be paid on or before 10th day of February, 2020.

9. In the result, the writ petition is allowed. No costs.

Sd/-

Assistant Registrar (CS-III)

// True Copy //

Sub Assistant Registrar(CS)

+1 CC to M/s.D.SIVARAMAN, Advocate (SR-95226[F] dated 31/10/2019)
+1 CC to M/s.A.R.PALANISAMY, Advocate (SR-95329[F] dated 31/10/2019

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