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BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED: 08.11.2019

CORAM:

THE HONOURABLE MS.JUSTICE V.M.VELUMANI

W.P(MD)No.23591 of 2019

K.Rajendran ... Petitioner

vs.

The Management of
Tamil Nadu State Transport Corporation (Kumbakonam) Ltd.,
Trichy Region
Represented by its General Manager
Trichy ... Respondent

PRAYER: Writ Petition filed under Article 226 of the Constitution of India for issuance of Writ of Mandamus, directing the respondent to pay the petitioner the amount towards the encashment of 60 days of earned leave surrendered by him in the year from 2010 to 2018 before his retirement either based on his monthly wages of the respective months of surrender of those earned leaves, together with 18% interest per annum from the respective due dates or based on the monthly wages payable on the month of his retirement, together with 18% interest from the date of his retirement, within a time frame as may be fixed by this Court.

For Petitioner : Mr.S.Arunachalam
For Respondent : Mr.P.Balasubramanian

ORDER

This writ petition is filed for a direction to the respondent to settle petitioner's surrender leave salary for 60 days from 2010-2018 together with interest at the rate of 18% per annum payable from the date of retirement to till the date of actual payment.

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

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3. According to the petitioner, he was appointed as Junior Tradesman on 08.04.1985 and retired from service on 30.04.2018 as T.E Level-6 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 petitioner is entitled to 30 days Earned Leave in a year and the 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 respondent for encashment of Earned Leave, the respondent expressed their inability to pay Earned Leave salary due to financial crunch. Subsequently, the respondent has paid only part of the leave salary i.e, for 240 days and failed to pay the leave salary for the remaining period of 60 days. The petitioner is entitled to get Earned Leave salary for the balance period of 60 days. 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.

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.P.Balasubramanian, learned counsel appearing for the respondent contended that the respondent is not having sufficient funds to run the buses itself and due to financial crunch, the respondent is 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 respondent 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 respondent 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 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 petitioner is entitled to the relief as such sought for in the writ petition. Earlier, this Court permitted the

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respondent to pay the leave salary in instalments.

8. Considering the submission of the learned counsel appearing for the respondent, the respondent management is 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 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 (CO)

// True Copy //

Sub Assistant Registrar(CS)

Msa

TO
The Manager
Tamil Nadu State Transport Corporation (Kumbakonam) Ltd.,
Trichy Region
Trichy

+1 CC to M/s.P.BALASUBRAMANIAN, Advocate (SR-97054[F] dated 08/11/2019)

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