

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 24.02.2020

CORAM

THE HON'BLE MR. JUSTICE K.RAVICHANDRABAABU

W.P.No.25552 of 2013

and

M.P.No.1 of 2013

The Management of Co-optex  
The Tamil Nadu Handloom Weaver's Cooperative Society Ltd.,  
Regional Office  
5-A Vijayaraghava Road  
T.Nagar, Chennai-600 017. ...Petitioner

vs.

1.The Presiding Officer  
Principal Labour Court  
Chennai.

2.Humira Begam

...Respondents

Writ Petition filed under Article 226 of the Constitution of India praying to issue a Writ of Certiorari, calling for the records relating to the 1st respondent dated 21.02.2013 in C.P.No.238/2002 and quash the order.

For Petitioner : Mr.K.Rangesh  
for M/s.Jayaraman & Associates

For Respondent : Mr.S.Ravi, for R2  
R1 - Court

ORDER

This writ petition is filed by the Management challenging the order of the first respondent dated 21.02.2013 directing the Management to pay a sum of Rs.4,80,292/- in the commutation petition filed by the second respondent herein.

2. When the writ petition was listed earlier, it was represented by both sides that the parties are going to settle the dispute between themselves and accordingly, the matter is adjourned.

3. Today, when the writ petition is taken up for further hearing, it is represented by the learned counsels appearing for

both sides that the parties have settled the dispute and the settlement is arrived between them on 24.02.2020, wherein and whereby, the Management have agreed to pay a sum of Rs.3,24,816/- to the second respondent, who in turn agreed to receive the same as full and final settlement.

4. The terms and conditions of the settlement is also placed before this Court, which reads as follows:

"Terms & Conditions of the Settlement

1. The Management pays an amount of Rs.3,24,816/- (Rupees Three Lakhs Twenty Four Thousand Eight Hundred and Sixteen Only) to Tmt.Humira Begum by means of a Cheque bearing No.855167 dated 21.02.2020 drawn on Tamil Nadu State Apex Co-operative Bank Ltd., Egmore, Chennai-600 008.

2. Tmt.Humira Begum do hereby agree to receive the above amount as the full and final settlement from the Management.

3. Tmt.Humira Begum agrees that the above amount of Rs.3,24,816/- covers her gratuity entitlement and she do hereby affirm that she will not claim any amount in the head of gratuity or any other head from the Management in future.

4. Tmt.Humira Begum asserts that she gives consent to the Management to withdraw the amount that has been deposited before the Presiding Officer, Labour Court, Chennai together with the accrued interest.

5. Tmt.Humira Begum do hereby affirm that she receives the above full and final amount to her fullest satisfaction and has no further claims whatsoever against the Management and shall not make any claims against the Management in future."

5. The learned counsels appearing on both sides thus, submitted that this writ petition can be closed in view of the above settlement arrived between the parties.

6. The learned counsel appearing for the second respondent submitted that the second respondent received the said sum of Rs.3,24,816/- by way of cheque.

7. In view of the above stated facts and circumstances, more particularly, the settlement arrived between the parties as stated supra, this Writ Petition is closed, accordingly. Since this writ petition is closed in view of the settlement arrived between the parties as stated supra, any amount deposited by the

Management before the Labour Court is permitted to be withdrawn by the Management along with accrued interest, if any. No costs. Consequently, connected miscellaneous petition is closed.

Sd/-

Assistant Registrar (C.S.VI)

/True Copy/

Sub Assistant Registrar

To

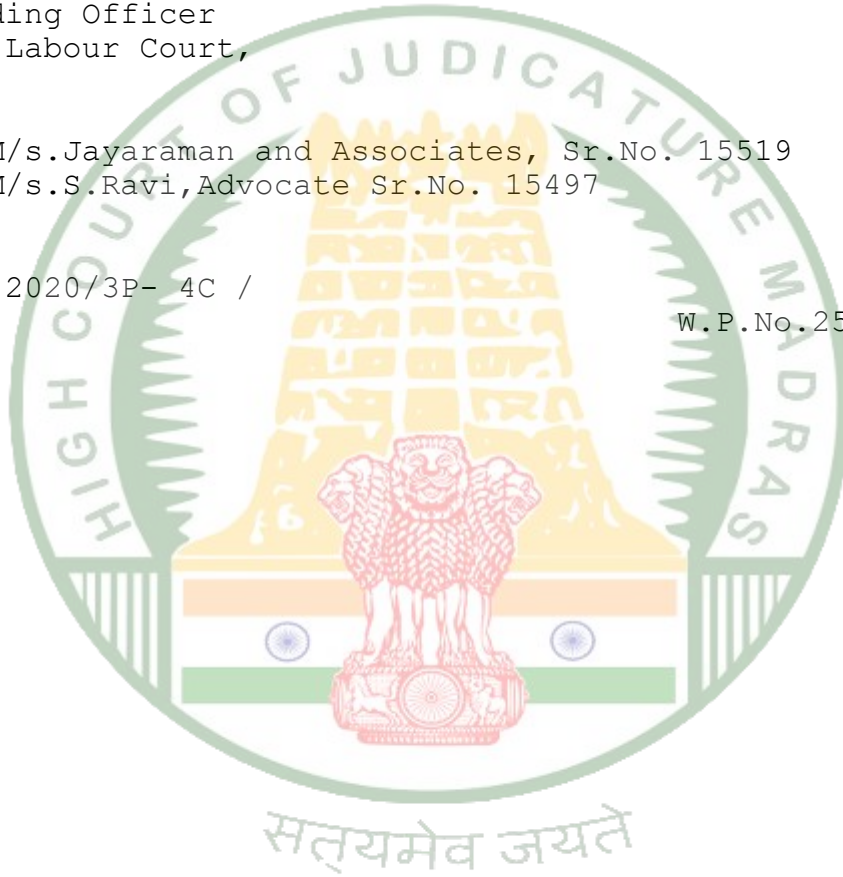
The Presiding Officer  
Principal Labour Court,  
Chennai.

+1 cc to M/s.Jayaraman and Associates, Sr.No. 15519

+1 cc to M/s.S.Ravi, Advocate Sr.No. 15497

AKM/13.03.2020/3P- 4C /

W.P.No.25552 of 2013



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