

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 22.01.2020

CORAM

THE HON'BLE MR. JUSTICE K.RAVICHANDRABAABU

W.P.No.33627 of 2013

S.Ravindran

... Petitioner

vs.

1.The Presiding Officer
The Principal Labour Court
Chennai.

2.The Management
Hotel Ambassador Pallava
No.30, Montieth Road,
Egmore, Chennai-600 008.

... Respondents

Writ Petition filed under Article 226 of the Constitution of India praying to issue Writ of Certiorarified Mandamus, calling for the records from the 1st respondent relating to the impugned award dated 14.05.2013 in I.D.No.161 of 2008 and quash only that portion of the award denying reinstatement with continuity of service, backwages and all other attendant benefits and awarding compensation of Rs.1,00,000/- in lieu of reinstatement and directing the 2nd respondent to reinstate the petitioner in service with full backwages, continuity of service and other attendant service benefits and award costs.

For Petitioner : Mr.S.Ravi

For Respondents : Mrs.Rita Chandrasekar for R2
R1-Court

ORDER

This writ petition is filed seeking for Certiorarified Mandamus, calling for the records from the 1st respondent relating to the impugned award dated 14.05.2013 passed in I.D.No.161 of 2008 and quash only the portion of the award denying reinstatement with continuity of service, backwages and all other attendant benefits and awarding compensation of Rs.1,00,000/- in lieu of reinstatement and directing the 2nd respondent to reinstate the petitioner in service with full backwages, continuity of service and other attendant service benefits.

2. Today, when the matter is taken up for hearing, the petitioner and the second respondent filed a joint memo of compromise dated 17.01.2020 signed by both parties as well as their respective counsels. The terms of the Joint Memo of Compromise dated 17.01.2020 read as follows:

"1. The petitioner herein is Mr.S.Ravindran, filed I.D.No.161/2008 challenging his non-employment and for reinstatement with continuity of service with other benefits. By the award dated 14.05.2013, the Principal Labour Court, Chennai, held that workmen is not entitled for reinstatement and also other benefits. But, however, considering the length of services an amount of Rs.1,00,000/- (Rupees One Lakh Only) as compensation was awarded. Challenging the said award, the present writ petition was filed.

2. It is submitted that during course of hearing on various dates the petitioner agreed to accept Rs.1,50,000/- (Rupees One Lakh Fifty Thousand Only) which includes interest also. Apart from that the petitioner while leaving the services didn't accept the gratuity amount and the said amount will also be paid to him i.e. Rs.29,776/- (Rupees Twenty Nine Thousand Seven Hundred and Seventy Six Only), which was payable as on 20.08.2007.

3. Both the petitioner and respondent have agreed for the above said terms and petitioner will not have any other claim against the 2nd respondent in future other than what is stated supra."

3. The learned counsels appearing for the petitioner and the second respondent submitted that in compliance of Clause 2 of the above Joint Memo of Compromise, the second respondent/Management has paid a sum of Rs.1,79,776/- (Rupees One Lakh Seventy Nine Thousand Seven Hundred and Seventy Six Only) to the petitioner.

4. The said statement and the above Joint Memo of Compromise are recorded and taken on file.

5. In view of the above compromise entered into between the parties as stated supra, this Writ Petition is closed. No costs.

Sd/-

Assistant Registrar (CS-VI)

//True Copy//

Sub Assistant Registrar

mk

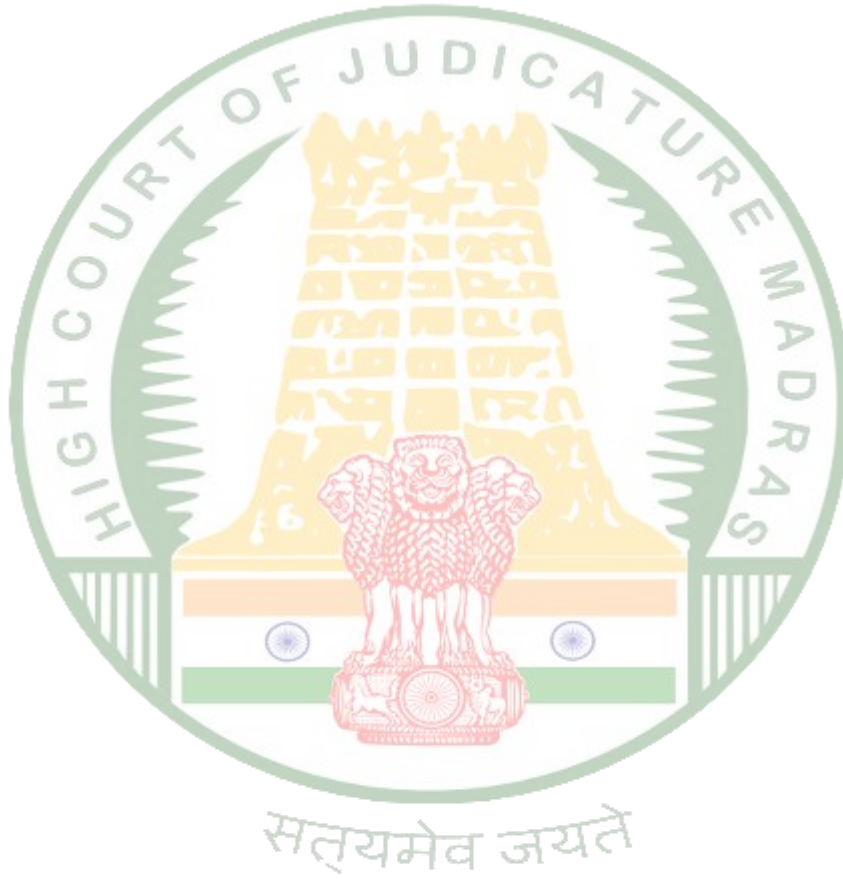
+lcc to Mr.S.Ravi, Advocate SR.4120

+lcc to M/s.Aiyar & Dolia, Advocate SR.4430

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PM (CO)

CB (14/02/2020)



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