



BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED: 24.02.2020

CORAM:

THE HONOURABLE MRS.JUSTICE J.NISHA BANU

W.P. (MD) No. 8714 of 2012

and M.P (MD) .No.2 of 2012

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P.Arockiam

...Petitioner

Vs

1.The General Manager

Madurai District

Co-operative Milk Producer Union Limited

AAVIN

Sathamangalam

Madurai -20

2.The Branch Manager

Tamil Nadu Small Industries Development

Co-operation Limited

SIDCO Industrial Estate

K.Pudur, Madurai -7

...Respondents

(R2 is impleaded vide Court order dated 05.02.2020 made in WMP(MD).No.1893 of 2020 in W.P(MD).No.8714 of 2012)

PRAYER: Writ Petition filed under Article 226 of the Constitution of India for issuance of writ of Certiorarified Mandamus to call for the records relating to the proceedings dated 26.03.2008 issued by the respondent in his reference in Na.Ka.No.10/உபகு1/2008 and quash the same and direct the respondents to pay the terminal benefits to the petitioner on his retirement on superannuation together with 12% interest from the date of the petition's retirement on 31.03.2008 till the date on which the terminal benefits is fully paid.

For petitioner	:Mr.K.Muthumalai
For R1	:Mr.Marish Kumar
For R2	:Mr.K.P.Krishnadoss

O R D E R

The above Writ petition has been filed to call for the records relating to the proceedings dated 26.03.2008 issued by the respondent in his reference in Na.Ka.No.10/உபகு1/2008 and quash the same and direct the respondents to pay the terminal benefits to the petitioner on his retirement on superannuation together with 12% interest from the date of the petition's retirement on 31.03.2008 till the date on which the terminal benefits is fully paid.

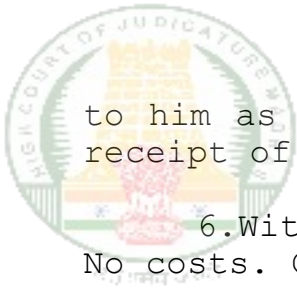


2. According to the petitioner, on 03.09.1976, he joined the service as Laboratory Assistant in the respondent Institution and Labour Tenement No.7 in SIDCO Quarters in SIDCO Estate, Theni was allotted to him for residential purpose. On 12.08.1993, the first respondent had sent a letter to the petitioner asking him to furnish the details of stay in SIDCO tenements. Thereafter, in the month of November 1993, the petitioner sent a letter to the SIDCO, second respondent. In these circumstances, on 24.03.1997, the Government passed G.O.Ms.No.128, Housing Board and Urban Development (SC-3) Department, enabling the Labour Tenement which was allotted to the persons like petitioner to purchase the same on paying the sum of Rs.9,600/-. Subsequent to the said G.O, on 30.09.1997, SIDCO has sent a letter of offer to the occupants for purchasing the Labour Tenement. On 26.09.2000, the second respondent issued a letter to the first respondent for transferring the Labour Tenement to petitioner and two others. The grievance of the petitioner is that he has sent many representations for purchasing the Labour Tenement as per G.O.Ms.No.128, but so far, no action has been taken. Thereafter, on 17.03.2008, the petitioner's sign was forcibly obtained in undertaking letter by the first respondent for vacating the Labour Tenement. In these circumstance, the petitioner retired from service on attaining the age of superannuation on 31.03.2008 and on the same day itself, the first respondent issued the impugned order dated 26.03.2008 stating that unless the petitioner vacate and hand over the tenement, his terminal benefits will not be paid. Since the petitioner attained superannuation on 31.03.2008, his terminal benefits were not paid by the first respondent till date. Hence, the petitioner is before this Court.

3. Heard the learned counsel for the petitioner as well as the learned counsel for the respondents 1 and 2.

4. Perusal of record shows that the Labour Tenement No.7 where the petitioner is residing belongs to SIDCO, who is the owner of the property and the tenements were accepted by the SIDCO, the second respondent. Perusal of record further shows that on 20.07.2010, the second respondent has sent a notice to the petitioner for payments. Till August 2019, the second respondent has received the rent from the petitioner. The learned counsel for the second respondent would submit that the tenancy of the petitioner has been accepted by the SIDCO and hence, in future, there cannot be any claim by the SIDCO from the first respondent. He further submitted that the SIDCO has relieved the first respondent from its liability. In view of the above, the first respondent cannot retain the terminal benefits of the petitioner.

5. Recording the submission made by the learned counsel for the second respondent that the SIDCO will not make any claim from the first respondent, the order passed by the first respondent, dated 26.03.2008 is set aside. The first respondent is directed to release the terminal benefits of the petitioner along with interest payable



to him as per law within a period of twelve weeks from the date of receipt of a copy of this order.

6. With the above direction, this Writ petition is disposed of. No costs. Consequently, connected miscellaneous petition is closed.

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Sd/-

Assistant Registrar (AD-I)

// True Copy //

/ /2020

Sub Assistant Registrar (CS)

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To

1. The General Manager
Madurai District
Co-operative Milk Producer Union Limited
AAVIN
Sathamangalam
Madurai -20

2. The Branch Manager
Tamil Nadu Small Industries Development
Co-operation Limited
SIDCO Industrial Estate
K.Pudur, Madurai -7

+1 CC to M/s.K.MUTHUMALAI, Advocate (SR-7992[F] dated 25/02/2020)

+1 CC to M/s.E.MAREES KUMAR, Advocate (SR-8284[F] dated 26/02/2020)

W.P. (MD) No.8714 of 2012
and M.P (MD) .No.2 of 2012
24.02.2020

VB(16.03.2020) 3P 5C