



BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED: 06.11.2020

CORAM:

THE HONOURABLE MR.JUSTICE S.M.SUBRAMANIAM

W.P. (MD) .No.13728 of 2014

V.Venkateswaran

... Petitioner

-Vs-

1.The Chairman (Personnel)
Tamil Nadu Electricity Board,
N.P.K.R.R.Maaligai,
800, Anna Salai,
Chennai 600 002.

2.The Superintending Engineer,
Tirunelveli Electricity Distn-Circle,
Tamil Nadu Electricity Board,
Tirunelveli.

... Respondents

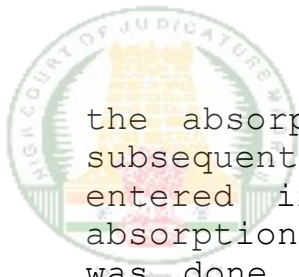
Prayer: Writ Petition filed under Article 226 of the Constitution of India, to issue a Writ of Certiorarified Mandamus, to call for the records of the second respondent order in Ka.No.017888/264/NiPi4/Oo.2/2014 dated 14.07.2014 and quash the same and consequently, direct the respondents to regularize his service as Helper cum Meter Reader from 10.09.2007 as per the (Per) B.P.(FB) No.44 dated 06.09.2007.

For Petitioner	: Mr.A.Haja Mohideen
For Respondents	: Mr.Anandgopalan for M/s.T.S.Gopalan & Com.,

ORDER

The relief sought for in the present writ petition is to quash the order of rejection rejecting the claim of the writ petitioner to grant retrospective regularization and for direction to regularize his service in the post of Helper/reader from 10.09.2019 as per the (Per) B.P.(FB) No.44, dated 06.09.2007.

2.The writ petitioner was engaged as a contract Labour and worked about 5 years, subsequently, his case was considered for permanent absorption and on the basis of the settlement under the Industrial Dispute Act, the service of the writ petitioner was regularized. Now, the petitioner is working as a regular employee in Tamil Nadu Electricity Board. The order impugned reveals that



the absorption was done based on the 18(1) Settlement, it was subsequently, converted as 12(3) settlement. The settlement was entered into between the parties on 10.08.2007. Thus, the absorption of the entire contract services of the writ petitioner was done, pursuant to the settlement entered into between the parties. In these circumstances, if any dispute arises, then the petitioner has to approach the competent Labour Court and this Court cannot adjudicate the dispute with reference to the terms and conditions agreed between the parties in a settlement under the Industrial Dispute Act.

3.This being the factum, the Writ Petition is not entertainable and the writ petitioner has to approach the competent forum for adjudication of the disputes with reference to the settlement under the Industrial Disputes Act.

4.With these observations, the Writ Petition stands disposed of. No costs.

Sd/-

Assistant Registrar (RECORDS)

// True Copy //

/ /2020

Sub Assistant Registrar(CS)

rmk

+1 CC to M/s.T.S.GOPALAN & CO, Advocate (SR-21410[F] dated 06/11/2020)

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CK(CO)

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