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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 01.04.2021

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THE HONOURABLE MR.JUSTICE R.SURESH KUMAR

W.P. No. 30429 of 2011

and

W.M.P. No. 1 of 2011

Metropolitan Transport Corporation

Oozhiyar Progressive Union,

(Regd No.605/MDS)

Rep. by its General Secretary,

Shri K.Natarajan,

Pallavan Salai,

Chennai - 600 002.

...Petitioner

-vs-

1. Government of Tamil Nadu,
Rep. by its Principal Secretary,
Department of Transport,
Fort St.George, Chennai - 9.

2. Metropolitan Transport Corporation Ltd.,
Rep. by its Managing Director,
Pallavan House, Pallavan Salai,
Chennai - 600 002.

...Respondents

PRAYER: Writ Petition filed under Article 226 of the Constitution of India, praying for issuance of Writ of Mandamus directing the respondents not to allot or depute workmen to work in any other category or division other than the category in which he or she was appointed.

For Petitioner : No appearance

For R1 : Mrs.K.Bhuvaneshwari, AGP for R1

For Respondent 2 : Ms.Pooja Damodharan
Representing counsel
for Mr.K.Moorthy
Standing counsel for R2

ORDER

The prayer sought for herein is for a Writ of Mandamus directing the respondents not to allot or depute workmen to work in any other category or division other than the category in which he or she was appointed.



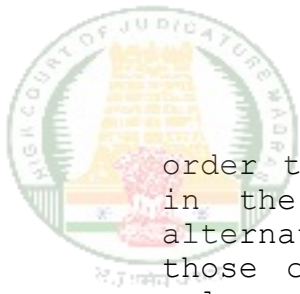
2. The petitioner is an Employees' Union consisting of employees working in the second respondent Transport Corporation. Their grievances appear to be that, despite the settlement reached in this regard between the employer and employees' Union in the year 1999 and 2011 that the persons who are the members of the petitioner's employees' Union who have been appointed in a particular section or category shall not be allotted or deployed to any other work in other section or any category, the said agreement very often is violated, despite the said Clauses are available in the settlement reached between the employee and employees' Union. The allegation made on behalf of the petitioner's employees' Union is that, such kind of violation very often are taken place, where, some of the employees, who are the members of the petitioner's employees' Union had been deployed to various other categories of work. Therefore, in order to restrain them from allotting the works or deploying to any other category, the petitioner had made a representation to the respondents on 15.06.2011 and 12.07.2011, despite the same, since the said practice is continuing, in order to get the relief, they approached this Court with the aforesaid prayer.

3. When the case is called, there is no representation for the petitioner, however, Ms.Pooja Damodharan representing counsel for Mr.K.Moorthy, learned Standing Counsel appearing for the second respondent, on instructions, would submit that, no doubt, there has been an agreement or settlement between the employees' Union and the second respondent Transport Corporation in the year 1999, where, especially under Clause 14, the category of people who had been appointed and being engaged should not be deployed to any other category of work. The said Clause 14 of the settlement is scrupulously followed by the second respondent employer.

4. When a specific question was put forth, whether the subsequent settlement between the employee and employer dated 22.01.2011 is violated as alleged by the petitioner in their representation dated 15.06.2011, the learned Standing counsel would say that, sanctity being given to the other clauses of settlement dated 22.01.2011 also and therefore, that have also not been violated.

5. The learned Standing counsel would further submit that, if at all, any such deployment is made, only in respect of specific cases, that too only for want of personnel on the particular day or for very few days, that too on temporary basis and it is not a routine one.

6. The learned Standing Counsel would also submit that, in case, any ailment is reported by any individual employee and in



order to ease the work which has already been entrusted to him in the category, where he has already been working, that alternative work would be provided and that is why, sometimes those conductors are posted in Ticket Section or Cash Section only on specific requests made by them on health grounds. Therefore, that has been a routine one in the category, for which, they have been selected and posted.

7. The learned Standing counsel would also submit that, the said stand of the respondents can very well be taken note of by this Court and accordingly, this Writ Petition can be disposed of.

8. I have considered the said submissions made by the learned Standing Counsel appearing for the second respondent and noted the contentions, she made.

9. When the second respondent has come forward to make it clear before this Court that, neither 1999 agreement nor 2011 agreement between the employees' Union and second respondent employer has been violated and continuously that was given effect to and it would be followed scrupulously without any deviation, this Court need not go into the further details as to whether any such violation has been made by the respondents in respect of those settlement reached between the parties.

10. Even in respect of some cases illustratively pointed out by the petitioner in the present Writ Petition in the typed set of papers, the reason given by the respondents through the Standing Counsel is that, such kind of specific cases would have been taken place only either as a temporary arrangement or based on the health reason or ailment and / or personal reasons and / or personal request.

11. Therefore, this Court feels that, in view of the definite stand taken by the second respondent Transport Corporation, there could be no further grievance for the petitioner.

12. However, if at all, any such violation is noticed in future against the Clauses of the agreement reached between the employer and employees that can very well be agitated as and when such a situation arises and therefore, the stand taken by the second respondent that, they have not violated the agreement reached between the parties and no routine deployment is undertaken by the second respondent can be hereby recorded. Recording the same, this Court feels that, this Writ Petition can be disposed of.

13. Accordingly, this Writ Petition is disposed of. However,



there shall be no order as to costs. Consequently, connected Miscellaneous Petition is closed.

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Sd/-
Assistant Registrar(CO)

//True Copy//

Sub Assistant Registrar

vji

To

1. The Principal Secretary,
Government of Tamil Nadu,
Department of Transport,
Fort St.George, Chennai - 9.
2. The Managing Director,
Metropolitan Transport Corporation Ltd.,
Pallalvan House, Pallavan Salai,
Chennai - 600 002.

+lcc to Mr.K.Moorthy, Advocate, S.R.No.21532
+lcc to the Government Pleader, S.R.No.21928

W.P. No. 30429 of 2011
and
W.M.P. No. 1 of 2011

PL(CO)
RGA(20/07/2021)