

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED :01.04.2021

CORAM

THE HON'BLE MR.JUSTICE M.GOVINDARAJ

W.P.No.8007 of 2021

M.Manohar

...Petitioner

Vs.

1.The Assistant Commissioner of Labour-II
DMS Complex
Teynampet,
Chennai-600 006

2.The Joint Director (BOCW)
Industrial Safety and Health
T.S.No.47/1,SIDCO Industrial Estate
Guindy,
Chennai-600032

3.The Deputy Director (BOCW)
Industrial Safety and Health
Kancheeputam

4.The Deputy Director (BOCW)
Industrial Safety and Health
T.S.No.47/1,SIDCO Industrial Estate
Guindy,
Chennai-600032

5. The Joint Commissioner of Labour-II
DMS Complex
Teynampet,
Chennai-600 006

6.Mrs. Kalaiselvi

7.Mrs.Vatchala

...Respondents

Prayer:- Writ petition filed under Article 226 of the Constitution of India praying to issue a Writ of Certiorari calling for the records of the 5th respondent pertaining to the impugned order in No.A1/5573/2019 dated 05.12.2019 and quash the same in view of the compromise made between the petitioner and the 6th and 7th respondents.

For Petitioner : Mr.Sankar Ramasamy

For Respondents : Mr.B.Anand,
Govt.Advocate for R1 to 5

Mr.Manikandan for R6 and 7

O R D E R

challenging the order passed by the Joint Commissioner of Labour -II, in proceedings A1/5573/2019 dated 05.12.2019, the employer has preferred the above writ petition.

2. At the time of admission, it was submitted that the parties have arrived at a settlement and they have filed a memorandum of compromise entered between them before this Court in original. This Court ordered notice to the contesting respondents who are the legal heirs of the deceased workmen viz., 6th and 7th respondents.

3. After notice the parties have appeared online and have submitted that they have entered into a compromise and they are willing to settle the matter as per the terms of compromise. In view of the same the writ petition is ordered in terms of the memorandum of compromise entered between the parties dated 18.03.2021.

4. The respondents 6 and 7 have acknowledged the receipt of compensation in the following modes. They have received a sum of Rs.50,000/- at the time of the incident and the 7th respondent has received a sum of Rs.1,25,000/- by way of cheque No.062786 drawn on Axis Bank, Medavakkam branch dated 20.04.2021. The 6th respondent has received a sum of Rs.3,75,000/- by way of two cheques (i) cheque No.062785 drawn on Axis Bank, Medavakkam branch dated 20.04.2021 for a sum of Rs.2,75,000/- and (ii) cheque No.000052 drawn on Bank of Baroda, Medavakkam branch dated 20.04.2021 for a sum of Rs.1,00,000/- totalling Rs.3,75,000/-. The memorandum of compromise agreement reads as under:

“ M.Manohar, son of J.Manickam, aged about 34

years, residing at Old No.1/60, New No.5/13, Pillaiyar Koil Street, Medavakkam, Chennai-600 100 and Mr.M.Rajendran, son of A.Manickam, contractor aged about 57 years, residing at No.27, Kamarajar Street, Sithalapakkam, Chennai-600 126, herein after called the "FIRST Party".

Mrs.Kalaiselvi, wife of Late Ramesh, aged about 36 years, residing at No.9/639, 2nd main road, Valluvar nagar, Perumbakkam, Sithalapakkam, Chennai-600 126 and Mrs.Vatchala, wife of Balan, aged about 58 years, residing at PM dharga 2nd lane, Lloyds Road, Triplicane, Chennai- 600 005, hereinafter called the " SECOND PARTY"

WHEREAS both the parties agreed to execute this memorandum of compromise agreement under the following terms and conditions:

Whereas the first party namely M.Manohar is an absolute owner of the land measuring an extent 1691 Sq.Ft., along with building, comprised in Old Survey No.2/322, New Survey No.3/585 and 12/4, situated at Mambakkam main road, Sithalapakkam, Chennai-600 126 and M.Rajendran is a labour contractor and constructed a small building in the above said property.

Whereas the second party namely Kalaiselvi's husband Late Ramesh, was a painter and worked in the above said property on 01/07/2019 and while the painter Ramesh was involved in painting activities on terrace, at around 11.00 a.m, he had contact with nearby passing low voltage power line and suffered sever electric shock and died on the spot.

Whereas the Joint Commissioner of Labour-II, DMS Complex, Teynampet, Chennai-600 006 issued an impugned in No.A1/5573/2019 and directed the first party namely M.Manohar to pay a sum of Rs.7,73,560/- with 12% interest upto depositing the above said amount in the above office, within a period of 30 days from the date of the receipt of the impugned order.

Whereas the first and second party made arrangements for compromising the matter and came to conclusion that the first party namely M.Manohar has agreed to pay a sum of Rs.4,50,000/-- (Rupees Four Lakhs fifty thousand only) and M.Rajendran,

contractor has agreed to pay a sum of Rs.1,00,000/- (Rupees one lakh only) in total Rs.5,50,000/- (Rupees Five lakhs fifty thousands only) to the second party as a compensation to the deceased Ramesh, the first party namely M.Manohar already paid a sum of Rs.50,000/- (Rupees fifty thousand only) to the second party as funeral expenses of deceased Ramesh.

Now, the second party also agreed to receive the balance compensation amount of Rs.5,00,000/- (Rupees Five lakhs only) from the first party and agreed to close the above matter by way of this Memorandum of Compromise Agreement. The second party ensure that they will not file any case or claims against the first party in any appropriate court of law for seeking compensation to deceased Ramesh."

The said memorandum of compromise shall form part of the order. The writ petition is ordered in terms of the memorandum of compromise. No costs.

Sd/-

Assistant Registrar

//True Copy//

Sub Assistant Registrar

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To

1.The Assistant Commissioner of Labour-II
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Teynampet,
Chennai-600 006

2.The Joint Director (BOCW)
Industrial Safety and Health
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3.The Deputy Director (BOCW)
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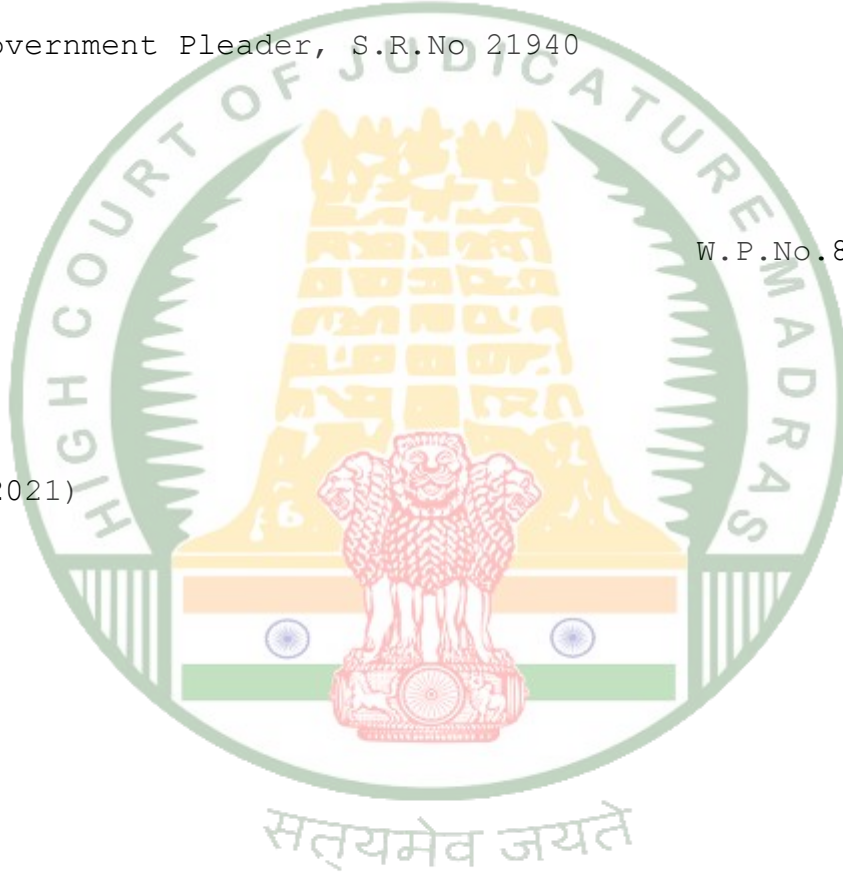
5. The Joint Commissioner of Labour-II
DMS Complex
Teynampet,
Chennai-600 006

+1cc to M/s.Sankar Ramasamy, Advocate, S.R.No 21335

+1cc to Government Pleader, S.R.No 21940

W.P.No.8007 of 2021

PL (CO)
RN (10/05/2021)



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