



BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED : 02.03.2021

CORAM:

THE HONOURABLE **MR.JUSTICE M.DHANDAPANI**

W.P. (MD)Nos.4785, 4786, 3155 to 3160 of 2012

and

M.P. (MD) .Nos.1 of 2012 in W.P. (MD)Nos.4785, 4786, 3155 of 2012

The Management,
R.619, Thiruchirapalli Consumers
Co-operative Wholesale Stores Ltd.,
Puthur, Trichy-17. .. Petitioner in all WPs

Vs

1.The Presiding Officer,
Labour Court,
Thiruchirapalli. ... Respondent No.1 in all WPs

2.P.Murugesan	.. Respondent No.2 in WP(MD).4785 of 2012
R.Anandan	.. Respondent No.2 in WP(MD).4786 of 2012
N.Kittu	.. Respondent No.2 in WP(MD).3155 of 2012
K.Jayabharathy	.. Respondent No.2 in WP(MD).3156 of 2012
P.Bala Subramaniyan	.. Respondent No.2 in WP(MD).3157 of 2012
D. Dhamayanthi,	.. Respondent No.2 in WP(MD).3158 of 2012
T.M.Jansi Rani	.. Respondent No.2 in WP(MD).3159 of 2012
R.Subramanian	.. Respondent No.2 in WP(MD).3160 of 2012

Prayer: These Writ Petition are filed under Article 226 of the Constitution of India, to issue a Writ of Certiorari, to call for the records of the impugned order passed by the first respondent dated 30.06.2011 in C.P.No.34 of 2001, 35 of 2001, 65 of 2002, 66 of 2002, 67 of 2002, 68 of 2002, 6 of 2003 and 7 of 2003.

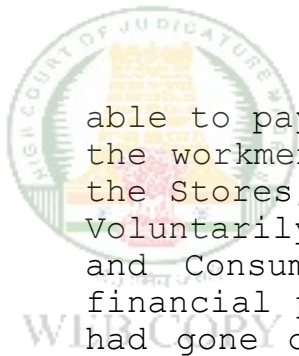
For Petitioner : Mr.R.Saravanan
For Respondent No.1 : Labour Court

For Respondent No.2 : Mr. G.M.Xavier

COMMON ORDER

Since the issue involved in these Writ Petitions are one and the same, with the consent of both parties, they are taken up together and disposed of by a common order.

2. The case of the petitioners is that the second respondents workmen in all these writ petitions were appointed on various posts as employee in the petitioner Society and they rendered service under the petitioner's Management till 1999. Since the petitioner's Stores run in loss more than two decades, the business of the Stores are also brought to the lowest ebb and hence the petitioner was not



able to pay wages regularly to the employees of the stores including the workmen herein. In order to minimize the number of employees of the Stores, the Management gave applications to the workmen to go on Voluntarily Retirement Scheme vide G.O.Ms.No.212, Co-operation, Food and Consumer Protection Department, dated 06.08.1997. Since the financial positions of the Management were pathetic, all those who had gone on Voluntarily Retirement Scheme, the Management was not able to settle all the benefits. However, the petitioner was constrained to accept the Voluntarily Retirement Scheme Petition submitted by the workmen on the respective dates. However, though the petitioner Management accepted the Voluntarily Retirement Scheme on 30.11.1999, the workmen were not relieved from service immediately because of the financial position of the petitioner Management and their services were extended impliedly till 31.03.2001. However, all the terminal benefits due to the workmen were settled on 13.04.2001 after the receipt of funds from the State Renewal Fund and the workmen also received the said amount immediately. However, the workmen filed claim petitions under Section 33(c)(2) of the Industrial Disputes Act, before the Labour Court, for claiming the monetary benefits due, viz., Gratuity, Salary, Dearness Allowance, Provident Fund, Earned Leave Salary, etc., for the extension period of service from 13.07.1999 to 13.04.2001, and the said claim petitions were awarded in favour of the workmen. Challenging the same, these writ petitions have been filed by the petitioner Management.

3. The learned counsel for the petitioner Management would submit that though the petitions for Voluntarily Retirement Scheme submitted by the workmen were accepted in the year 1999 itself, however, the benefit was settled only in the year 2001 and for the extension period between 01.12.1999 and 31.03.2001, the workmen agreed to receive the pay advance only, ie, without any other benefits. Hence, the workmen were not entitled for any other benefits except the benefits granted under the Voluntarily Retirement Scheme. But without considering this aspect, the Labour Court passed the award in the claim petitions, which is non-est in law. Hence, he prays for allowing these writ petitions.

4. Per contra, the learned counsel for the workmen would submit that admittedly, after accepting the petitions of the workmen under the Voluntarily Retirement Scheme in the year 1999, the benefits were settled only in the year 2001 and for the extension period between 01.12.1999 and 31.03.2001, the workmen received advance pay alone as monthly salary (nearly Rs.2000/-), without any other benefits. Hence, the workmen are entitled for difference in amount. Considering the entire issue, the claim petitions were awarded in favour of the workmen. Hence, he prays for dismissal of these writ petitions.

5. Heard the submissions made on either side and perused the

<https://hccases.courtsofmadras.gov.in/cases> on record.



6. Before this Court ventures into the merits of the contention raised on either side, it would be first necessary to bear in mind the scope and jurisdiction of this Court under Article 226 of the Constitution of India, while examining the correctness of the award of the Labour Court. The Hon'ble Supreme Court in a catena of decisions has held that normally a writ court should not interfere with the award of the Labour Court, unless the award is perverse. It has been further held that if the award is not irrational or perverse, the High Court should not interfere with the reasons in the award. Further, it has been held that this Court should not re-appreciate the evidence placed before the Labour Court and substitute its own conclusions, merely because this Court is of the opinion that a different conclusion could have been arrived at on the available evidence. Bearing this legal principle in mind, this Court proceeds to examine the correctness of the impugned award.

7. The facts in the present case are not in dispute. Admittedly, the workmen submitted their petitions on 30.11.1999 under voluntary retirement scheme vide G.O.Ms.No.212 Co-operation, Food and Consumer Protection Department, dated 06.08.1997. Hence, from that date onwards, the workmen entitled to receive gratuity, salary, dearness allowance, provident fund, earned leave salary and other benefits. However, they were not relieved from the duty due to financial position and they were allowed to retire only in the year 2001, however, the petitioner Management has not repaid the security deposit amount to the workmen. Claiming the said benefits, the workmen filed claim petitions and the claim petitions were awarded in favour of the workmen by the Labour Court, after thorough adjudication, which is perfectly in valid. Hence, this Court is unable to accept the ground raised by the petitioner Management.

8. In the light of the above discussion, I am not inclined to interfere with the award of the Labour Court, Thiruchirapalli, passed in the claim petitions filed by the workmen and therefore, these writ petitions stand dismissed. No Costs. Consequently, connected miscellaneous petitions are also dismissed. However, the Management is directed to settle all the benefits as ordered by the Labour Court in favour of the workmen, within a period of eight (8) weeks from the date of receipt of a copy of this order.

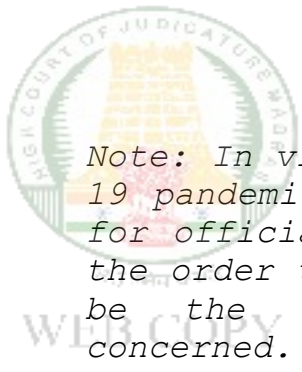
Sd/-

Assistant Registrar(CS-III)

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Sub Assistant Registrar(CS)



Note: In view of the present lock down owing to COVID-19 pandemic, a web copy of the order may be utilized for official purposes, but, ensuring that the copy of the order that is presented is the correct copy, shall be the responsibility of the advocate/litigant concerned.

To

1. The Presiding Officer,
Labour Court,
Thiruchirapalli.

2. The Management,
R.619, Thiruchirapalli Consumers
Co-operative Wholesale Stores Ltd.,
Puthur, Trichy-17.

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TR(23.06.2021) 4P 3C