



BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED: 16.07.2021

CORAM:

THE HONOURABLE MS.JUSTICE V.M.VELUMANI

W.P (MD) No.8117 of 2021

WEB COPY

K.Chandrasekaran

... Petitioner

vs.

The General Manager,
The Tamil Nadu State Transport
Corporation (Kumbakonam) Limited,
Kumbakonam Region,
Kumbakonam.

... Respondent

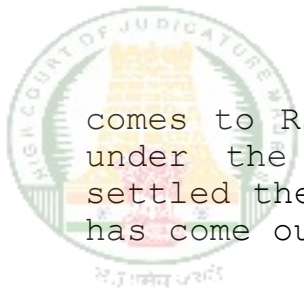
PRAYER: Writ Petition filed under Article 226 of the Constitution of India for issuance of a Writ of Mandamus, to direct the respondent to settle the petitioner's arrears of monetary benefits of Rs.5,85,844/- payable to him for the period from 23.05.1998 to 15.07.2005 along with reasonable rate of interest.

For Petitioner	: Mr.G.M.Xavier
For Respondent	: Mr.P.Balasubramanian

ORDER

The petitioner has filed the present Writ Petition, to direct the respondent to settle his arrears of monetary benefits of Rs.5,85,844/- payable to him for the period from 23.05.1998 to 15.07.2005 along with reasonable rate of interest.

2.According to the petitioner, while he was working as Special Grade Tradesman, he was dismissed from service, by the respondent, by an order dated 23.05.1998. In the Industrial Dispute raised by the petitioner in I.D.No.47 of 1999, the Labour Court, Cuddalore, by award, dated 23.02.2004, set aside the order of dismissal and directed the respondent to reinstate the petitioner with backwages, continuity of service and other attendant benefits. According to the petitioner, the petitioner and the respondent entered into a Settlement under Section 18(1) of the Industrial Disputes Act, 1947, on 06.07.2005. The respondent did not pay the monetary benefits, as per the Settlement. The petitioner made several representations in this regard. However, there was no response and hence, he sought for information under the Right to Information Act, 2005, requesting the respondent to produce the particulars of the petitioner's arrears of monetary benefits payable for the period from 23.05.1998 to 15.07.2005. The respondent also provided information on 26.05.2018 that the arrears of monetary benefits payable to the petitioner



comes to Rs.5,85,844/-. Though the respondent furnished information under the Right to Information Act, on 26.05.2018, he has not settled the amounts payable to the petitioner. Hence, the petitioner has come out with the present Writ Petition.

3.The respondent filed counter-affidavit and typed set of papers.

4.Mr.P.Balasubramanian, learned counsel appearing for the respondent submitted that while the Writ Petition in W.P.No.31102 of 2004 filed by the respondent challenging the award of the Labour Court, Cuddalore and the claim petition filed by the petitioner in C.P.No.239 of 2004, on the file of the Labour Court, Cuddalore, were pending, the petitioner approached the respondent and the petitioner and the respondent arrived at a Settlement with regard to reinstatement and payment of backwages. As per the Settlement, the respondent agreed to reinstate the petitioner into service and after negotiation, the parties agreed that 50% of the backwages will be paid to the petitioner. The petitioner and the respondent also agreed to withdraw the claim petition filed by the petitioner and Writ Petition filed by the respondent. As per 18(1) Settlement, dated 06.07.2005, arrived at between the petitioner and the respondent, the petitioner was reinstated into service on 15.07.2005 and 50% of the backwages amount, after deducting Income Tax, a sum of Rs.1,57,271/- was paid to the petitioner, as full and final settlement in the year 2005. The petitioner has also issued a receipt for the same. The learned counsel for the respondent referred to terms of Settlement and receipt issued by the petitioner and prayed for dismissal of the Writ Petition.

5.Heard the learned counsel appearing for the petitioner and the learned counsel appearing for the respondent and perused the entire materials available on record.

6.From the perusal of the entire materials available on record, it is seen that in the Industrial Dispute raised by the petitioner in I.D.No.47 of 1999 on the file of the Labour Court, Cuddalore, the order of dismissal of the petitioner was set aside. The petitioner was directed to be reinstated with backwages, continuity of service and other attendant benefits. The respondent filed W.P.No.31102 of 2004, challenging the award of the Labour Court, Cuddalore, in I.D.No.47 of 1999, dated 23.05.1998. The petitioner filed claim petition in C.P.No.239 of 2004 on the file of the Labour Court, Cuddalore, for payment of amount as per the award. Pending the Writ Petition filed by the respondent and the claim petition filed by the petitioner, the petitioner and the respondent entered into a Settlement under Section 18(1) of the Industrial Disputes Act, 1947. As per the said Settlement, the petitioner was reinstated into service and a sum of Rs.1,57,271/- was paid, after deducting the Income Tax as full and final payment of backwages and the petitioner has also received the same on 04.08.2005. In order to substantiate



the same, the learned counsel appearing for the respondent has filed the receipt, dated 04.08.2005, before this Court.

7. In view of 18(1) Settlement and the same is being acted upon by reinstating the petitioner into service, withdrawing the Writ Petition filed by the respondent and the claim petition filed by the petitioner and paying the amounts, as per the agreement and the receipt produced by the respondent, the petitioner has received the amount on 04.08.2005. After 16 years of reinstatement and receiving the amount on 04.08.2005 itself, the petitioner has come out with the present Writ Petition. In view of 18(1) Settlement, reinstatement and payment of backwages, the petitioner is not entitled to any amount as claimed in the present Writ Petition. Accordingly, the Writ Petition is dismissed. No costs.

Sd/-

Assistant Registrar

// True Copy //

/ /2021

Sub Assistant Registrar (CS)

ps

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

The General Manager,
The Tamil Nadu State Transport
Corporation (Kumbakonam) Limited,
Kumbakonam Region,
Kumbakonam.

+1 CC to M/s.P.BALASUBRAMANIAN, Advocate (SR-23127[F] dated 19/07/2021)

+1 CC to M/s.G.M.XAVIER, Advocate (SR-23371[F] dated 20/07/2021)

W.P (MD) No.8117 of 2021
16.07.2021

RC (03.08.2021) 3P-4C