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W.A.Nos.740 and 741 of 2015

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 23.08.2022

CORAM

THE HONOURABLE MR.JUSTICE T.RAJA
and
THE HONOURABLE MR.JUSTICE K.KUMARESH BABU

W.A. Nos.740 and 741 of 2015 and
M.P. Nos.1, 1, 2 and 2 of 2015

The Management of Express Publications
(Madurai) Limited,
Express Estates,
Mount Road,
Chennai-2.

... Appellant in both appeals

vs

1.The Presiding Officer,
Principal Labour Court,
Chennai-600 104.

... 1st respondent in both appeals

2.N.Subramanian
2015

... 2nd respondent in W.A. No.740 of

K.Krishnan

... 2nd respondent in W.A. No.741 of 2015

Prayer in both appeals: Writ Appeals filed under clause 15 of the Letters Patent Act against the order dated 30.10.2014 passed in W.P. Nos.32597 and 32598 of 2004.

For Appellant in both the cases : Mr.S.Vijayaraghavan

For R1 : Court

For R2 in both the cases : Mr.N.G.R.Prasad for
M/s.Row and Reddy



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COMMON JUDGMENT

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[Judgment of this Court delivered by T.RAJA,J.)

When the matters are taken up for hearing, learned counsel appearing for both sides jointly requested us to dispose of the appeals in terms of two Joint Compromise Memo dated 18.08.2022.

2.In this regard, it is relevant to extract the above two Joint Compromise Memo respectively as under:

'1)The employee was last employed under the Management as unskilled Baller, Packing department. He was discharged on 15.12.99.

2)The Principal Labour Court Chennai vide order dated 05.05.2004 granted approval for his discharge, against which the employee filed W.P. No.32597/2004 before the Hon'ble Madras High Court.

3)A Learned Judge of this Hon'ble Court set aside the order of the Principal Labour Court and rejected the approval petition filed by the Appellant Management and consequently ordered reinstatement of the 2nd respondent employee with all other attendant benefits.

4)As against the said order, the Appellant Management filed Writ Appeal before this Hon'ble Court. During the pendency of the Writ Appeal, the employee was paid his last drawn wages under Section 17B of the Industrial Disputes Act, 1947. Both the parties wanted to bring an amicable end to the dispute. Therefore, the



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parties negotiated and have set out the terms as follows.

5)The order of discharge dated 15.12.1999 will remain valid. However, the Appellant Management has agreed to voluntarily pay a sum of Rs.12 lakhs as ex-gratia payment in response to the 2nd respondent employee on humanitarian grounds.

6)The Appellant Management shall pay to the second respondent employee this Rs.12 lakhs (Rupees Twelve Lakh only) within a period of 8 weeks from this Joint Compromise Memo being recorded in Court and the second respondent employee agrees that the same shall be in full and final settlement of all his claims against the appellant Management on any account including gratuity.

7)Both parties have no claims against each other pursuant to this Joint Compromise Memo. It is respectfully prayed that this Hon'ble Court may be pleased to record this Memo and pass orders disposing of the above appeal in the above terms. '

'1)The 2nd respondent employee was last employed under the Appellant Management as Mazdoor. He was discharged from service on 07.04.1999.

2)The Principal Labour Court Chennai vide order dated 05.05.2004 granted approval for his discharge, against which the employee filed W.P. No.32598/2004 before the Hon'ble Madras High Court.

3)A Learned Judge of this Hon'ble Court set aside the order of the Principal Labour Court and rejected the approval petition filed by the Appellant Management and



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consequently ordered reinstatement of the 2nd respondent employee with all other attendant benefits.

4)As against the said order, the Appellant Management filed Writ Appeal before this Hon'ble Court. During the pendency of the Writ Appeal, the employee was paid his last drawn wages under Section 17B of the Industrial Disputes Act, 1947. Both the parties wanted to bring an amicable end to the dispute. Therefore, the parties negotiated and have set out the terms as follows.

5)The order of discharge dated 07.04.1999 will remain valid. However, the Appellant Management has agreed to voluntarily pay a sum of Rs.12 lakhs as ex-gratia payment in response to the 2nd respondent employee on humanitarian grounds.

6)The Appellant Management shall pay to the 2nd respondent employee this Rs.12 lakhs (Rupees Twelve Lakh only) within a period of 8 weeks from this Joint Compromise Memo being recorded in Court and the 2nd respondent employee agrees that the same shall be in full and final settlement of all his claims against the appellant Management on any account including gratuity.

7)Both parties have no claims against each other pursuant to this Joint Compromise Memo. It is respectfully prayed that this Hon'ble Court may be pleased to record this Memo and pass orders disposing of the above appeal in the above terms. '

3.In the light of the above, these appeals stand disposed of in terms of the joint compromise memo dated 18.08.2022, signed by both the respective counsel and the parties. Needless to mention that



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the compromise memo shall form part of the order. Consequently,
connected M.Ps stand closed. No costs.

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[T.R.,J.] [K.B.,J.]
23.08.2022

vga

To

The Presiding Officer,
Principal Labour Court,
Chennai-600 104.



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**T.RAJA,J.
AND
K.KUMARESH BABU,J.**

vga

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