



WEB COPY

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 07.02.2022

CORAM

THE HON'BLE MR.JUSTICE P.D. AUDIKESAVALU

W.P.NO.10332 OF 2019

AND

W.M.P.NO.10876 OF 2019

The General Manager,
Tamil Nadu State Transport Corporation (Coimbatore) Ltd.,
Erode Region,
Chennimalai Road,
Erode.

...Petitioner

Vs

S.Subramanian

...Respondent

Prayer :- Writ Petitions filed under Article 226 of the Constitution of India, 1950, praying to issue a Writ of Prohibition, prohibiting the Labour Court, Salem from hearing the R.E.P. No. 53 of 2016 in I.D. No. 452 of 1992 for the computation of appropriate wages payable to the Respondent for the period from 01.11.1990 to 30.09.2011, based on the settlement dated 09.03.2012 is that the scope of the Labour Court to exercise the power of execution is within Section 11-B of the Industrial Disputes (Tamil Nadu Amendment) Act, 2007 and against the scope of Section 11-B of the Industrial Disputes Act, 1947.

For Petitioner : Mr. A.Sundaravadhanam,
Standing Counsel

For Respondent : Mr. V.Ajoy Khose

O R D E R

Heard Mr. A.Sundaravadhanam, Learned Standing Counsel appearing for the Petitioner and Mr. V.Ajoy Khose, Learned Counsel for the Respondent and perused the materials placed on record, apart from the pleadings of the parties.

2. The Petitioner claims to be aggrieved by execution proceedings in R.E.P. No. 53 of 2016 in I.D. No. 452 of 1992 before the Labour Court, Salem without any prior adjudication of liability of the amount due to the Respondent. At this juncture,



it would be apt to refer to Section 11-B of the Industrial Disputes Act, 1947, which confers powers of execution on the Labour Court and reads as follows:-

"11-B. Power of Labour Court or Tribunal to execute its award by decree:-

A Labour Court or a Tribunal shall have the power of a Civil Court to execute its own award and order as a decree of a Civil Court and also to execute any settlement as defined in clause (p) of section 2 as a decree."

It is evident on a plain reading of the said provision that before such execution, there must be determination of the amount of liability in an earlier proceedings. Though a settlement was arrived in an industrial dispute between the parties, the actual amount of liability had not been finalized then and in the absence thereof, it would not be permissible for the Respondent to seek recovery of any amount straightaway in the Execution Petition. In such circumstances, Learned Counsel for the Respondent agrees that the Execution Petition in R.E.P. No. 53 of 2016 in I.D. No. 452 of 1992 before the Labour Court, Salem would be withdrawn by the Respondent with liberty to pursue appropriate legal remedy including making a claim under Section 33-C(2) of the Industrial Disputes Act, 1947, and he would file a memo to that effect, which shall be placed on record.

In fine, the Writ Petition is disposed on the aforesaid terms. Consequently, the connected Miscellaneous Petition is closed. No costs.

Sd/-

Assistant Registrar(CS-VII)

// True Copy //

Sub Assistant Registrar

vjt

To

1.The General Manager,
Tamil Nadu State Transport Corporation (Coimbatore) Ltd.,
Erode Region,
Chennimalai Road,
Erode.

2.The Labour Court,
Salem.

W.P.No.10332 of 2019

AJB(CO)
RVM(23/02/2022)