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HIGH COURT LEGAL SERVICES COMMITTEE, CHENNAI
Lok Adalat-I organised by the High Court Legal Services Committee
Friday, the 28th day of October, 2022

LOK ADALAT AWARD

(Chapter VI and u/s 21 of Legal Services Authorities Act, 1987)
Presided over by
The Hon'ble Mr.JUSTICE MALAISUBRAMANIAN (Retd.)
and

Member
Mr. S.Manoharan, District Judge (Retd.,)

W.A.No.2568 of 2021

This Writ Appeal is filed to set aside the judgment of the Hon'ble High Court of Madras dated 17.02.2021 passed in WP.No.29924 of 2015.

The Management,
Kancheepuram District Consumer
Co-operative Wholesale Stores Ltd.,
No.185, Prakasam Salai,
Chennai – 600 108.

... Appellant / Petitioner

Vs.

1. V.Elumalai
2. The Presiding Officer,
III Additional Labour Court,
Chennai.

... Respondents/Respondents

On representation of counsel for both sides, this case is taken up for settlement before the Lok Adalat. Both the parties are present. Mr.N.Om Prakash for Mr.R.Prem Narayan learned counsel for the Appellant and M/s.R.Prabhavathy, learned counsel for the first respondent is present. After mutual discussion, negotiation, mediation and conciliation between both parties, they arrived at a compromise to settle the matter as follows:



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TERMS OF SETTLEMENT

The first respondent was dismissed from service by the appellant on 07.12.2001. Aggrieved by the dismissal order, the 1st respondent approached the Labour Court and the III Additional Labour Court, Chennai passed an award dated 30.12.2014 allowing the ID.No.514 of 2003 and setting aside the dismissal order with payment of full back wages.

2. As against the award, the appellant filed WP.No.29924 of 2015 before the Hon'ble High Court and the Hon'ble High Court was pleased to confirm the setting aside of the order of dismissal but modified the payment of back wages to 50%. The appellant went on appeal and the appeal was forwarded to the Lok Adalat for effecting compromise.

3. Both sides are present. Joint compromise memo has been filed duly signed by the parties and their respective counsel. As per the compromise memo, the appellant agreed to pay a sum of Rs.2,81,346/- (Rupees Two Lakhs Eighty one Thousand Three Hundred and Forty Six only) by way of full and final settlement to the first respondent and the first respondent agreed for this terms.

4. Accordingly, a cheque for the above said amount drawn in favour

of the first respondent has been handed over to the first respondent by the



appellant and the same has been received by the first respondent.

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5. In view of the above compromise, the Writ Appeal stands disposed of as settled. The joint memo of compromise shall form part of the Award.

6. The full Court fee paid shall be refunded to the appellant in the manner provided under Section 69-A of the Tamil Nadu Court-Fees and Suits Valuation Act, 1955 and the Court Fees Act, 1870 as provided for under sub Sec.1 of Section 21 r/w 25 of LSA Act 1987 as amended in 1994.

The Management,
Kancheepuram District Consumer
Co-operative Wholesale Stores Ltd.,
No.185, Prakasam Salai,
Chennai – 600 108.

Counsel for the Petitioner

V.Elumalai

Counsel for the respondent

Judge

Member



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MALAISUBRAMANIAN,J. (Retd.)

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To: The parties/Advocate concerned

Copy to:

1. The Management,
Kancheepuram District Consumer
Co-operative Wholesale Stores Ltd.,
No.185, Prakasam Salai,
Chennai – 600 108.
2. The Secretary, High Court Legal Services Committee, Chennai.
3. The Section Officer, Writ Section, High Court, Madras.
4. The Section Officer, Lok Adalat Section, High Court, Madras.

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28.10.2022