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BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT
DATED: 04.01.2022

CORAM:

THE HONOURABLE MRS.JUSTICE PUSHPA SATHYANARAYANA
AND

THE HONOURABLE MR.JUSTICE P.VELMURUGAN

W.A(MD)NO.1851 OF 2021

and

C.M.P(MD)No.8067 of 2021

The Management,
Tamil Nadu State Transport Corporation
(Madurai Division) Limited,
By-Pass Road,
Madurai.

:Appellant/Petitioner

.vs.

1.The Presiding Officer,
Labour Court,
Madurai.

:Ist Respondent/Ist Respondent

2.S.Muthuraja

:2nd Respondent/2nd Respondent

PRAYER: Writ Appeal filed under Clause 15 of the Letters Patent praying this Court to set aside the order passed by this Court in W.P(MD)No.10280 of 2013, dated 04.11.2019

Prayer in WP(MD) . 10280/ 2013 :

Writ Petition is filed under Article 226 of the Constitution of India, praying this Court To issue a Writ or order particularly in the nature of Writ of Certiorari calling for the records in I.D.No.8 of 2011 dated 30.04.2012 on the file of the 1st respondent and quash the same.

For Appellant

:Mr.J.Senthil Kumariah

For Respondent-2

:Mr.A.Rajaram

JUDGMENT

[Judgment of the Court was made by **PUSHPA SATHYANARAYANA, J.**]

This Writ Appeal is directed against the order of this Court made in W.P(MD)No.10280 of 2013, dated 04.11.2019.

2.Heard the learned counsel appearing on either side and perused the materials placed before this Court.

3.The matter was originally referred to the Tamil Nadu Mediation and Conciliation Centre of this Court, for reaching an amicable settlement between the parties. The Mediation seems to be successful and a Settlement Agreement was arrived at between the



parties, which was reduced into writing by way of a Settlement Agreement, dated 15.12.2021. Both the parties have agreed to the terms of the Settlement Agreement and accordingly, both the parties as well as their respective counsels have duly signed in the Settlement Agreement and the terms of the Settlement Agreement reads as under:

1. Disputes and differences had arisen between the parties hereto and W.A.No.1851 of 2021 was filed on 02.09.2021 before the Honourable Division Bench.

2. The matter was referred to Mediation/Conciliation vide an order dated 27.09.2021 passed by the Honourable Chief Justice and the Honourable Mr. Justice M. Duraisamy.

3. The parties agreed that Mr. J. Alaguram Jothi would act as their Mediator/Conciliator.

4. Several meetings were held during the process of Mediation/Conciliation from 21.10.2021 to 25.12.2021 and the parties have with the assistance of the Mediator/Conciliator voluntarily arrived at an amicable solution resolving the above mentioned disputes and differences.

5. The parties hereto confirm and declare that they have voluntarily and of their own free will arrived at this Settlement Agreement in the presence of the Mediator.

6. The following settlement has been arrived at between the Parties hereto:-

1. In the meeting held on 29.10.2021, the second respondent has given a written representation to reinstate him without back wages without affecting his continuity of service. The employer contribution towards Pension Trust has agreed to be deducted.

2. By a letter dated 8.11.2021, the Assistant Manager (MCOP) was authorized by the Managing Director to represent the matter before the Mediation.

3. According to the Assistant Manager had taken the matter to be placed before your Board for approval of the request made by the second respondent.

4. On 10.12.2021, the Assistant Manager has proved the board Resolution No.126, dated 17.11.2021 accepting the above offer and whereby agreeing to reinstate the second respondent



without backwages with continuity of service excluding the period from 22.02.2003 to 04.04.2008. The Management is agreeable to implement the Board Resolution which is attached herewith.

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7.By signing this Agreement the parties hereto state that they have no further claims or demands against each other with respect to I.D.No.8/2011(Case No.) and all disputes and differences in this regard have been amicably settled by the parties hereto through the process of Conciliation/Mediation.''

The learned counsels appearing on either side have agreed for recording the above Settlement Agreement entered between the parties. The said Settlement Agreement is recorded.

4.In view of the above, the Writ Appeal stands disposed of in terms of the Settlement Agreement. The Settlement Agreement shall form part and parcel of the decree.No costs.Consequently connected Miscellaneous Petition is closed.

Sd/-

Assistant Registrar (CS-III)

// True Copy //

/ /2022

Sub Assistant Registrar(CS)

vsn

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 Presiding Officer,
Labour Court, Madurai.

+1 CC to M/s.A.RAJARAM, Advocate (SR-228[F] dated 04/01/2022)

W.A(MD)NO.1851 OF 2021and
C.M.P(MD)No.8067 of 2021
04.01.2022

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