



W.P.No.50225 of 2006

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 01.11.2023

CORAM

THE HONOURABLE MR.JUSTICE K.KUMARESH BABU

W.P.No.50225 of 2006
and M.P.No.1 of 2006

The Chairman,
The Madras Dock Labour Board,
(Now known as Chennai Port Trust Cargo
Handling Division),
Rajaji Salai,
Chennai – 600 001.

... Petitioner

Vs

1.The Presiding Officer,
Chennai Govt. Labour Court,
Chennai.

2.R.Dharman
3.M.Venu
4.V.Mani
5.A.Krishnan
6.D.D.Marimuthu
7.A.Durai
8.M.Raju
9.R.Vedagiri
10.M.Sampath
11.E.Kathivelu

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12.K.Balan

13.N.Seenu

... Respondents

PRAYER:- Writ Petition filed under Article 226 of the Constitution of India, to issue a Writ of Certiorari to call for the records of the proceedings of the first respondent in C.C.P.No.30 of 2001, dated 12.04.2006 and quash the same.

For Petitioner : Mr.M.R.Dharanichander

For Respondents : No appearance

ORDER

The Management having suffered an order on computation, has come before this Court.

2. Heard Mr.M.R.Dharanichander, learned counsel for the petitioner.

3. According to the learned counsel for the petitioner, the Wage settlement entered between the Management and employees came to an end on 13.12.1996 and subsequent Wage Settlement was arrived on 02.08.2000 with retrospective effect from 01.01.1998. Based on the

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aforesaid Wage Settlement, wages for every worker was reworked and the arrears from 01.01.1998 till 31.07.2000 were all worked out and as per the working, all the difference in wages were paid to each and every worker. However, the private respondents herein without any substantial claim had filed a claim petition claiming unreasonable amount. The same was heavily contested by the Management. The 1st respondent herein without considering that the claim is not supported by any material evidence had fixed the onus on the Management in not giving up the break up details and directed the payment as claimed by the workmen that too without considering as to whether such claim by the workmen is a bonafide claim. He would further submit that except the 13th respondent herein, other respondents namely respondents 2 to 12 have received the arrears as calculated by the petitioner. Therefore, he would seek interference of this Court against the order impugned in this Writ Petition.

4. Even though, Vakalath had been filed by the respondents 2 to

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4, 6, 8 to 13 there is no appearance on their side. As regards respondents 5 and 7, endorsement in the Court records reveal that respondents 5 and 7 are no more and therefore, the Writ Petition cannot be proceeded against the respondents 5 and 7. Therefore, the Writ Petition as against the respondents 5 and 7 are dismissed as abated. However, liberty is given to the petitioner to approach this Court by appropriate application if any claim is being made against the petitioner by the legal heirs of the deceased respondents 5 and 7.

5. I have heard the submissions made by the learned counsel for the petitioner and also perused various documents relied upon by the petitioner.

6. It is the case, whether the petitioner/Management had entered into a Wage Settlement with its workmen in the year 2000 with retrospective effect from 01.01.1998. It is well settled law that the workers would be entitled to receive the wages as per the Wage

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Settlement that had been arrived at by them with the Management and the Management is duty bound to pay such wages as per the Settlement between the parties. In the present case, the claim of the workers is that they had not been paid as per the Wage Settlement that has been arrived at.

7. A perusal of the order impugned would categorically establish that the 1st respondent had not given any reasonings as to why the claim of the private respondents is correct. On the contrary, the 1st respondent had arrived at a probability in favour of the private respondents. The conduct in which the order impugned had been proceeded is by fixing onus on the petitioner/Management rather than fixing it on the claimants as to how they would be entitled to the alleged demand made in the claim petition. Such an approach by the 1st respondent definitely warrants interference and on that ground alone the same is liable to be set aside.

8. It is also pertinent to note that this Court, after hearing the

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parties on 01.10.2018 passed an order and the relevant paragraph of the said order is extracted hereunder:-

“2.In order to resolve this issue, let the petitioner management file a detailed worksheet and complete calculation insofar as these 12 respondents' employees are concerned by giving the figures as to what was the basic pay for each of the respondents as on 31.12.1996, the special pay for each one, what was the stagnation of the increment, the special pay for 2% of basic pay of Rs.3,000/- and 4% beyond basic pay of Rs.3,000/- consisting of 'A' component and also corresponding FDA under 'B' component and also 27.5% of basic pay under 'C' component and also the aggregate 'D' component, which is A+B+C as per clause 1 of the said settlement. The aforesaid calculation shall be made and worksheet with the aforesaid details ave shall be filed by the petitioner management with all advance copy being served on the other side.”

9. Thereafter, when the matter was taken up for hearing on 04.10.2023, it was noted that there was no representation on the side of



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the private respondent particularly the 13th respondent. Even today, when the matter was taken up for hearing, there was no representation on the side of the respondents. Therefore, it is only imperative that this Court accepts the working sheet of the petitioners with regard to payment of money as per the Wage Settlement would only be possible.

10. As I have already found that the manner in which the 1st respondent had concluded the proceedings itself is with infirmity, I have no other view except to set aside the order impugned in this Writ Petition and accordingly, this Writ Petition allowed. However, there shall be no order as to costs.

11. It is brought to the notice of this Court that pursuant to the conditional interim order that had been passed, the Management had deposited 50% of the claim amount. The petitioner/Management is permitted to withdraw the conditional deposited amount.

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Index : Yes/No

Speaking order : Yes/No

Neutral Citations : Yes/No

To

The Presiding Officer,
Labour Court, Puducherry.

K.KUMARESH BABU,J.

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