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W.P.No.18376 of 2013

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 20..06..2023

Coram

THE HON'BLE MR JUSTICE V. LAKSHMINARAYANAN

Writ Petition No.18376 of 2013

Shasun Chemicals & Drugs Limited,
Periyakalapet, Puducherry.

..... Petitioner

-Versus-

1. S.Murugan

2. Venkatesan,
Labour Contractor,
Shasun Chemicals & Drugs Limited,
Periyakalapet, Puducherry.

3.The Presiding Officer,
Labour Court, Puducherry.

..... Respondents

Petition filed under Article 226 of The Constitution of India, praying to issue a Writ of Certiorari calling for the records of the 3rd respondent – Labour Court, Puducherry, in I.D.No.24 of 2006 and to quash the award dated 29.07.2011 made in I.D.No.24 of 2006 as illegal and non-est in the eyes of law with cost.

For Petitioner : Mr.L.Swaminathan

For Respondents : Mr.A.Muthukumar for R1

No Appearance for R2

R3 – Labour Court



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ORDER

This writ petition challenges the Award dated 29.07.2011 passed by the 3rd respondent allowing I.D.No.24 of 2006 and directing the petitioner company to reinstate the 1st respondent workman in service with full back wages and other benefits.

2. The learned counsel for the respective parties are present.

3. Mr.N.Selvakumar, Deputy General Manager (HR) of the petitioner company and 1st respondent - S.Murugan (Workman) are also present in court.

4. Mr.N.Sevakumar, Deputy General Manager (HR) as well as 1st respondent - Mr.S.Murugan (workman) would submit before this court that they had settled the dispute amicably between themselves of their own and freewill without any force and pressure from any quarter and reduced the same into writing. As per the compromise reached between themselves, a cheque bearing No.045025 dated 19.06.2023 drawn on ICICI Bank, Puducherry Branch, Mission Street, Puducherry, in favour of the 1st respondent - S.Murugan (workman) for a sum of Rs.7,74,000/- (Rupees Seven Lakhs and Seventy Four Thousand only). Further, as per the compromise, the petitioner company have had no objection for the 1st respondent workman to withdraw the amount of Rs.4,26,000/- which has been deposited to the credit of



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I.D.No.24 of 2006 on the file of the Labour Court, Puducherry, together with accrued interest directly and the 1st respondent workman has agreed to receive the same as lump sum payment towards full and final settlement of all the dues.

5. I have gone through the terms of compromise. I have verified with the parties. They affirmed the compromise. I do not find any illegality or arbitrariness to doubt the compromise and the compromise reached between them is recorded. The terms of compromise read as follows:-

TERMS OF SETTLEMENT

1. The PARTY ON THE SECOND PART namely S. Murugan had agreed not to claim any employment with the present Management of M/s. Solara Active Pharma Sciences formerly known as M/s. Shasun Chemicals & Drugs Limited henceforth and addressed a Letter dated 17-6-2013 to the present Management in lieu of this Terms of Settlement.
2. The PARTY ON THE SECOND PART after various rounds of discussions and deliberations between the Parties to this Settlement had agreed to receive an amount of Rs. 12,00,000/- (Rupees Twelve Lakhs Only) as lump sum payment towards full and final settlement of all the dues and would not claim any other amount under any nomenclature.
3. The PARTY ON THE FIRST PART namely the present Management of M/s. Solara Active Pharma Sciences formerly known as M/s. Shasun Chemicals & Drugs Limited had agreed for effecting an amount of Rs. 12,00,000/- (Rupees Twelve Lakhs Only) as one time settlement pursuant to S. Murugan accepting not to claim reinstatement into services as per the Letter dated 17-6-2013 of S. Murugan mentioned in Clause (1) of this Memorandum of Settlement.



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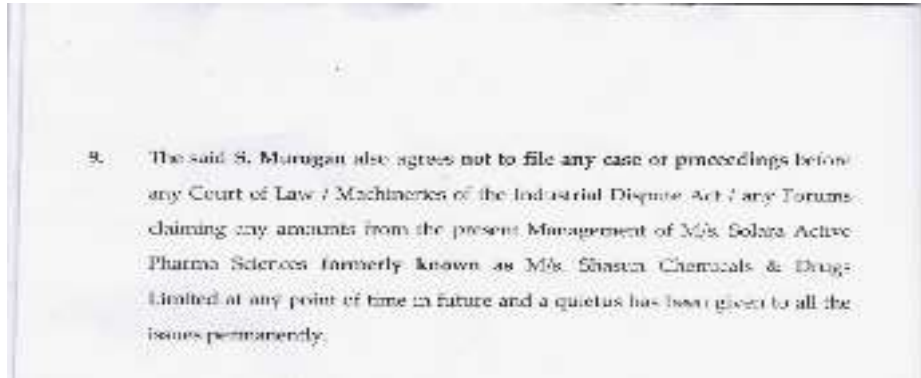
4. The said amount of Rs. 12,00,000/- is inclusive of the already deposited amount of Rs. 4,26,000/- towards back wages under Challan No: 067JUD/ LC/2013-14 dated 3-9-2013 under the head of the account - 9443 Civil Deposit on the file of Hon'ble Labour Court, Puducherry in I. D. No. 24 of 2006. The PARTY ON THE SECOND PART has agreed to withdraw the already deposited amount of Rs. 4,26,000/- with interest as the balance payment from the Hon'ble Labour Court, Puducherry directly.
5. The PARTY ON THE FIRST PART is effecting the balance payment of Rs. 7,74,000/- (Rupees Seven Lakhs Seventy Four Thousand Only) to S. Murugan vide ICICI Bank, Mission street Branch Cheque No. 045025 dated 19.06.2023 for which a separate receipt dated 20.06.2023 would be obtained from the PARTY ON THE SECOND PART which forms part and parcel of this Memorandum of Settlement and the PARTY ON THE SECOND PART is not entitled for any other amounts other than the amount mentioned hereinabove.
6. In lieu of the mutual agreement / understanding between the parties to this Terms of Settlement a quietus has been given to the issue of reinstatement of S. Murugan into services and all the issues are treated as settled between both the Parties herein.
7. The PARTY ON THE FIRST PART had agreed to withdraw the Writ Petition under W. P. No. 18376 of 2013 filed before the Hon'ble High Court of Judicature, Madras in lieu of this Memorandum of Settlement which shall form part and parcel of the Order in W. P. No. 18376 of 2013.
8. The said S. Murugan in lieu of agreeing for settlement / non-claiming of reinstatement into services as per the terms of settlement mentioned supra, agrees not to initiate any legal proceedings for reinstatement in service before the Court of Law citing the Award dated 29-7-2011 in I. D. No. 24/2006.



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6. In the light of the above, the writ petition stands disposed of in terms of the memo of compromise. The 1st respondent-workman is permitted to approach the 3rd respondent for appropriate orders on withdrawal of the amount. The memo of compromise entered into between the petitioner company and the 1st respondent-workman shall form part and parcel of this order. No costs.

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Index : yes / no
Neutral Citation : yes / no
Speaking / Non Speaking Order
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To

1.The Presiding Officer,
Labour Court, Puducherry.



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V.LAKSHMINARAYANAN, J.

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