



WEB COPY



W.P.Nos.25149 & 10306 of 2011

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED 03.02.2023

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THE HONOURABLE MR. JUSTICE S.S.SUNDAR

W.P.Nos.25149 & 10306 of 2011

W.P.No.25149 of 2011:

K.Senthamaraikannan

.. Petitioner

Vs.

1.The Managing Trustee,
M/s.Arupadai Veedu Medical College & Hospital,
Kirumambakkam, Puducherry – 607 402.

2.The Presiding Officer,
Labour Court, Puducherry.

.. Respondents

W.P.No.10306 of 2011:

The Managing Trustee,
M/s.Arupadai Veedu Medical College & Hospital,
Puducherry – 607 402.

.. Petitioner

Vs.

1.The Presiding Officer,
Labour Court, Pondicherry.

2.K.Senthamaraikannan

.. Respondents



W.P.Nos.25149 & 10306 of 2011

COMMON PRAYER: Petitions filed under Article 226 of the Constitution of India, praying to issue a WRIT OF CERTIORARI to call for the records in the award dated 19.11.2010 passed in I.D.No.24 of 2008 on the file of the Labour Court, Puducherry and to quash the same.

W.P.No.25149 of 2011:

For Petitioner : Mr.K.M.Ramesh
Senior Counsel for
Ms.R.Sandhya

For R1 : Mr.L.Swaminathan

W.P.No.10306 of 2011:

For Petitioner : Mr.L.Swaminathan

For R2 : Mr.K.M.Ramesh
Senior Counsel for
Ms.R.Sandhya

COMMON ORDER

These writ petitions have been filed challenging the award dated 19.11.2010 passed in I.D.No.24 of 2008 on the file of the Labour Court, Puducherry and to quash the same.



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For the sake of convenience, the parties will be referred to by their names.

3. Mr.K.M.Ramesh, learned Senior Counsel representing Ms.R.Sandhya, learned counsel on record for Senthamaraikannan and Mr.L.Swaminathan, learned counsel appearing for the Managing Trustee, Arupadai Veedu Medical College & Hospital, Puducherry, reported that the dispute between the parties is settled and they have also filed a memorandum of settlement dated 03.02.2023 executed under Section 18(1) of the Industrial Disputes Act, 1947, to that effect.

4. The learned counsel on either side submitted that the said memorandum of settlement may be accepted and these writ petitions may be disposed of in terms of the same.

5. As per the memorandum of settlement, the terms agreed by the parties are as follows:



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“1. The Management of AVMC & H have agreed to pay K.Senthamaraikannan (workman) a sum of Rs.7,00,000/- (Rupees seven lakhs only) towards compensation as full and final settlement of all claims of the workman.

2. The Management of AVMC & H had effected the amount of Rs.7,00,000/- favouring K.Senthamaraikannan (workman) in the following manner

- (a) Rs.2,00,000/- vide Demand Draft No.168161 dated 01.02.2023 in favour of K.Senthamaraikannan, drawn on 01.02.2023 Kotak Mahindra Bank Thyagaraya Nagar Branch.
- (b) Rs.5,00,000/- vide Demand Draft No.001295 dated 01.02.2023 in favour of K.Senthamaraikannan, drawn on 01.02.2023 Kotak Mahindra Bank Pondicherry Branch.

3. The workman had received the entire payment of Rs.7,00,000/- and have issued a separate receipt to that Management of AVMC & H acknowledging the lump-sum payment as full and final settlement of all dues/outstanding which shall form part and parcel of this terms of Memorandum of Settlement.

4. The workman in lieu of receipt of Rs.7,00,000/- agrees not to make any further monetary claims from Management of AVMC & H under any heads of account and the lump-sum received by way of this settlement concludes the claim of the workman in all respects and the workman agrees not to claim any payments/raise any disputes in future citing the termination of employment of the workman.

5. In lieu of receipt of lump-sum compensation of Rs.7,00,000/-, the workman agrees not to insist for reinstatement in service in Management of AVMC & H in future at any point of time as quietus has been given to all the issues raised by the workman in the industrial dispute.

6. The parties to this Memorandum of settlement shall submit/file the copy of this Memorandum of Settlement executed under Section 18(1) of the Industrial Disputes Act before the Hon'ble High Court of Judicature, Madras and would pray for disposal of W.P.No.10306/2011 & W.P.No.25149/2011 in terms of this Memorandum of Settlement.”



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As requested by the learned counsel on either sides, these writ petitions stand disposed of in terms of the settlement as indicated above. The memorandum of settlement dated 03.02.2023 executed under Section 18(1) of the Industrial Disputes Act, 1947, shall form part of record. No costs.

03.02.2023

Index: Yes / No

Speaking Order / Non-speaking Order

Neutral Citation: Yes / No
nsd

To

The Presiding Officer,
Labour Court, Puducherry



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S.S.SUNDAR, J.

nsd

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03.02.2023