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W.A.No.530 of 2023

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED:03.03.2023

CORAM:

THE HONOURABLE MR.JUSTICE S.VAIDYANATHAN
AND
THE HONOURABLE MRS.JUSTICE R.KALAIMATHI

W.A.No.530 of 2023
and
C.M.P.No.5004 of 2023

The Management,
Metropolitan Transport Corporation,
Pallavanillam,
Chennai-600 002.
Rep. by its Assistant Manager (Legal)

.. Appellant

-VS-

1. Thiru. H.Easwaran

2. The Presiding Officer,
The 1st Additional Labour Court,
Madras High Court,
Chennai- 600 102.

.. Respondents

Prayer: Writ Appeal filed under Clause 15 of Letter Patent Act, to set aside the common order dated 01.06.2022 made in W.P.No.18922 of 2014.

For Appellants : Mr.A.Vinothraj



W.A.No.18922 of 2014

JUDGMENT

This Writ Appeal has been preferred by the Appellant challenging the common order dated 01.06.2022 made in W.P.No.18922 of 2014, in dismissing the Writ Petition.

2. The Labour Court vide its order dated 15.09.2020 in C.P.Nos.69 of 1999 and 38 of 2009 has computed a sum of Rs.2,28,728/- and Rs.57,003/- respectively as the amounts payable to the Workman, under the Award of the Labour Court in I.D.No.402 of 1996. The said order was challenged by the Management by way of Writ Petition in W.P.No.18922 of 2014.

3. The learned Single Judge vide order dated 01.06.2022 has dismissed the Writ Petition with the following observations:

"4. The only ground raised in the present writ petition is that the first respondent herein is entitled only for the salary towards the back wages and not for the accrued allowances. Such a ground cannot be sustained in view of the fact that the Labour Court, while passing the Award in I.D.No.402 of 1996, had ordered for reinstatement of the first respondent herein, together with all service and monetary benefits. The phrase "service and monetary benefits" would imply that the employee, would be entitled for all the benefits, as if he was not subjected to any disciplinary proceedings or punishment. If that be so, he would naturally be entitled for all the allowances, as if he has been in



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service. Hence, the ground raised by the petitioner Transport Corporation in this regard, cannot be sustained."

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4. Challenging the said order, the Management has filed this Intra Court Appeal before this Court.

5. The learned counsel appearing for the Appellant- Management contended that the employee would not be entitled to House Rent allowance and other allowance and that the said allowance ought to be eschewed from the order of the Labour Court and to that extent, the order of the learned Single Judge is to be interfered with.

6. Heard the learned counsel appearing for the Appellant/Management. Perused the records.

7. A perusal of the records would go to show that the Labour Court in I.D.No. 402 of 1996 directed the Management to reinstate the Workman into service, together with all service and monetary benefits. As the monetary benefits have not been paid, two Computation Petitions have been filed for two different periods. The Labour Court vide order dated 15.09.2010 computed a sum of Rs.2,28,728/- and Rs.57,003/- respectively, as the amounts payable to the Workman under the Award in I.D.No.402 of



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1996. Before the learned Single Judge, the Appellant/Management has raised the sole ground that the Workman is entitled only to salary towards backwages and would not be entitled to any other accrued allowance. Though such a contention was advanced, however, learned Single Judge has rightly rejected the said submission by observing that phrase "*service and monetary benefits*" would imply that the employee, would be entitled to all the benefits as if he was in continuous service by virtue of Section 2 (rr) of the Industrial Disputes Act, 1947, which is extracted hereunder:

"Section 2 (rr): *"Wages means all remuneration capable of being expressed in terms of money, which would, if the terms of employment, expressed or implied, were fulfilled, be payable to a workman in respect of his employment or of work done in such employment, and includes --*

(i) such allowances (including dearness allowance) as the workman is for the time being entitled to;

(ii) the value of any house accommodation, or of supply of light, water medical attendance or other amenity or of any service or of any concessional supply of food- grains or other articles;

(iii) any travelling concession;

(iv) any commission payable on the promotion of sales or business or both;] but does not include ---

(a) any bonus;

(b) any contribution paid or payable by the employer to any pension fund or provident fund or for the benefit of the workman under any law for the time being in force;

(c) any gratuity payable on the termination of his service;]"

8. From the aforesaid definition, it is clear that all the allowances, which has been



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included in the award of the Labour Court, is liable to be paid to the workman and the Labour Court has rightly computed the compensation payable, which has been rightly accepted by the learned single Judge. Therefore, we are not inclined to interfere with the order of the learned Single Judge.

9. Hence, this Writ Appeal is liable to be dismissed and accordingly the same is dismissed. It is stated that the major portion of the amount has already been paid to the employee and whatever amount that is due and payable to the employee shall be paid by the appellant within a period eight weeks from the date of receipt of a copy of this order after adjusting the amount already paid to the Respondent/employee. No costs. Consequently, connected Miscellaneous Petition is closed.

[S.V.N., J.] [R.K.M., J]
03.03.2023

Index: Yes / No
Internet: Yes / No
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To

The Presiding Officer,
The 1st Additional Labour Court,
Madras High Court,
Chennai- 600 102.



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S. VAIDYANATHAN,J.,
and
R.KALAIMATHI.,J

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