



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 25.09.2023

CORAM:

THE HONOURABLE Mr. JUSTICE V.LAKSHMINARAYANAN

W.P.Nos.36865 to 36870 of 2015
and M.P.Nos.1, 1, 1, 1, 1 & 1 of 2015
and W.M.P.Nos.28841 to 28846 of 2018
and W.M.P.Nos.52, 53, 55, 57, 62 & 66 of 2019

M/s.Rane Engine Valves Limited
Plant No.3, P.B.No.4
Red Hills Road, Madhavaram,
Ponneri 601 204
Rep by its President S.Rajasekaran

... Petitioners in all W.Ps.

Vs

1.Presiding Officer,
Principal Labour Court,
Chennai.

... 1st respondents in all W.Ps.

N.Poonan

... 2nd respondent in W.P.No.36865 of 2015

S.Jayapaul

... 2nd respondent in W.P.No.36866 of 2015

T.Arunachalam

... 2nd respondent in W.P.No.36867 of 2015

D.D.Suresh

... 2nd respondent in W.P.No.36868 of 2015

V.Arul

... 2nd respondent in W.P.No.36869 of 2015

R.Murugan

... 2nd respondent in W.P.No.36870 of 2015



COMMON PRAYER: Writ Petitions filed under Article 226 of the Constitution of India, pleaded to issue a Writ of Certiorari to call for the records and quash the award dated 14.05.2015 in I.D.Nos.577, 578, 579, 580, 581 and 582 of 2006 on the file of the first respondent.

In all W.Ps.

For Petitioners : Mr.A.Venkatesh Kumar

For Respondents : Mr.R.M.D.Nasrullah for R2
R1- Court

COMMON ORDER

By an order dated 23.06.2023, these matters were referred to mediation.

2.Today, both the learned counsel appearing for the petitioner as well as the respondent reported that all the writ petitions have been settled and the settlement agreement has also been entered into and signed on 15.09.2023.

The terms of the settlement agreement read as follows:

(i) W.P.No.36865 of 2015:

“(a) N.Poonan hereby agrees that the order of termination dated 13.07.2005 is final and binding on him

(b) N.Poonan has agreed to receive a lump sum monetary compensation of Rs.12,00,000/- from the



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Management of M/s Rane Engine Valves Limited, in full and final settlement of all his claims monetary or otherwise including re-instatement / re-employment and all terminal benefits arising out of award passed in I.D.No.577 of 2006 dated 14.05.2015 on or before one month from the date of this agreement.

(c) Upon receipt of the aforementioned sum N.Ponnan agrees to issue a receipt to the Management to the effect that he is receiving the sum of Rs.12,00,000/- (Rupees Twelve Lakhs only) in full and final settlement of all his claims including terminal benefits and including the claim made in I.D.No.577 of 2006.

(d) In view of the settlement N.Ponnan agrees that he will not raise any dispute or make any claim against the Management or M/s Rane Engine Valves Limited, Monetary or otherwise including any claim for reinstatement / reemployment arising out of the Award passed in I.D.No.577 of 2006.

(e) In view of this settlement it is agreed that the management will be permitted to withdraw the sum of Rs.1,52,527/- with accrued interest deposited to the credit of I.D.No.577 of 2006 on the file of the Principal Labour Court, Chennai.

(f) Both parties agree to file a copy of the settlement in W.P.No.36865 of 2015 and request the



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Hon'ble High Court to dispose of W.P.No.36865 of 2015 in terms of this settlement.”

(ii) W.P.No.36866 of 2015:

“(a) S.Jayapaul hereby agrees that the order of termination dated 13.07.2005 is final and binding on him

(b) S.Jayapaul has agreed to receive a lump sum monetary compensation of Rs.12,00,000/- from the Management of M/s Rane Engine Valves Limited, in full and final settlement of all his claims monetary or otherwise including re-instatement / re-employment and all terminal benefits arising out of award passed in I.D.No.578 of 2006 dated 14.05.2015 on or before one month from the date of this agreement.

(c) Upon receipt of the aforementioned sum S.Jayapaul agrees to issue a receipt to the Management to the effect that he is receiving the sum of Rs.12,00,000/- (Rupees Twelve Lakhs only) in full and final settlement of all his claims including terminal benefits and including the claim made in I.D.No.578 of 2006.

(d) In view of the settlement S.Jayapaul agrees that he will not raise any dispute or make any claim against the Management or M/s Rane Engine Valves Limited, Monetary or otherwise including any claim



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for reinstatement / reemployment arising out of the Award passed in I.D.No.578 of 2006.

(e) In view of this settlement it is agreed that the management will be permitted to withdraw the sum of Rs.1,53,275/- with accrued interest deposited to the credit of I.D.No.578 of 2006 on the file of the Principal Labour Court, Chennai.

(f) Both parties agree to file a copy of the settlement in W.P.No.36866 of 2015 and request the Hon'ble High Court to dispose of W.P.No.36866 of 2015 in terms of this settlement.”

(iii) W.P.No.36867 of 2015:

“(a) T.Arunachalam hereby agrees that the order of termination dated 13.07.2005 is final and binding on him

(b) T.Arunachalam has agreed to receive a lump sum monetary compensation of Rs.12,00,000/- from the Management of M/s Rane Engine Valves Limited, in full and final settlement of all his claims monetary or otherwise including re-instatement / re-employment and all terminal benefits arising out of award passed in I.D.No.579 of 2006 dated 14.05.2015 on or before one month from the date of this agreement.

(c) Upon receipt of the aforementioned sum T.Arunachalam agrees to issue a receipt to the



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Management to the effect that he is receiving the sum of Rs.12,00,000/- (Rupees Twelve Lakhs only) in full and final settlement of all his claims including terminal benefits and including the claim made in I.D.No.579 of 2006.

(d) In view of the settlement T.Arunachalam agrees that he will not raise any dispute or make any claim against the Management or M/s Rane Engine Valves Limited, Monetary or otherwise including any claim for reinstatement / reemployment arising out of the Award passed in I.D.No.579 of 2006.

(e) In view of this settlement it is agreed that the management will be permitted to withdraw the sum of Rs.1,54,021/- with accrued interest deposited to the credit of I.D.No.579 of 2006 on the file of the Principal Labour Court, Chennai.

(f) Both parties agree to file a copy of the settlement in W.P.No.36867 of 2015 and request the Hon'ble High Court to dispose of W.P.No.36867 of 2015 in terms of this settlement.”

(iv) W.P.No.36868 of 2015:

“(a) D.Suresh hereby agrees that the order of termination dated 13.07.2005 is final and binding on him

(b) D.Suresh has agreed to receive a lump sum monetary compensation of Rs.12,00,000/- from the



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Management of M/s Rane Engine Valves Limited, in full and final settlement of all his claims monetary or otherwise including re-instatement / re-employment and all terminal benefits arising out of award passed in I.D.No.580 of 2006 dated 14.05.2015 on or before one month from the date of this agreement.

(c) Upon receipt of the aforementioned sum D.Suresh agrees to issue a receipt to the Management to the effect that he is receiving the sum of Rs.12,00,000/- (Rupees Twelve Lakhs only) in full and final settlement of all his claims including terminal benefits and including the claim made in I.D.No.580 of 2006.

(d) In view of the settlement D.Suresh agrees that he will not raise any dispute or make any claim against the Management or M/s Rane Engine Valves Limited, Monetary or otherwise including any claim for reinstatement / reemployment arising out of the Award passed in I.D.No.580 of 2006.

(e) In view of this settlement it is agreed that the management will be permitted to withdraw the sum of Rs.1,53,275/- with accrued interest deposited to the credit of I.D.No.580 of 2006 on the file of the Principal Labour Court, Chennai.

(f) Both parties agree to file a copy of the settlement in W.P.No.36868 of 2015 and request the



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Hon'ble High Court to dispose of W.P.No.36868 of 2015 in terms of this settlement.”

(v) W.P.No.36869 of 2015:

“(a) V.Arul hereby agrees that the order of termination dated 13.07.2005 is final and binding on him

(b) V.Arul has agreed to receive a lump sum monetary compensation of Rs.12,00,000/- from the Management of M/s Rane Engine Valves Limited, in full and final settlement of all his claims monetary or otherwise including re-instatement / re-employment and all terminal benefits arising out of award passed in I.D.No.581 of 2006 dated 14.05.2015 on or before one month from the date of this agreement.

(c) Upon receipt of the aforementioned sum V.Arul agrees to issue a receipt to the Management to the effect that he is receiving the sum of Rs.12,00,000/- (Rupees Twelve Lakhs only) in full and final settlement of all his claims including terminal benefits and including the claim made in I.D.No.581 of 2006.

(d) In view of the settlement V.Arul agrees that he will not raise any dispute or make any claim against the Management or M/s Rane Engine Valves Limited,



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Monetary or otherwise including any claim for reinstatement / reemployment arising out of the Award passed in I.D.No.581 of 2006.

(e) In view of this settlement it is agreed that the management will be permitted to withdraw the sum of Rs.1,53,227/- with accrued interest deposited to the credit of I.D.No.581 of 2006 on the file of the Principal Labour Court, Chennai.

(f) Both parties agree to file a copy of the settlement in W.P.No.36869 of 2015 and request the Hon'ble High Court to dispose of W.P.No.36869 of 2015 in terms of this settlement.”

(vi) W.P.No.36870 of 2015:

“(a) R.Murugan hereby agrees that the order of termination dated 13.07.2005 is final and binding on him

(b) R.Murugan has agreed to receive a lump sum monetary compensation of Rs.12,00,000/- from the Management of M/s Rane Engine Valves Limited, in full and final settlement of all his claims monetary or otherwise including re-instatement / re-employment and all terminal benefits arising out of award passed in I.D.No.582 of 2006 dated 14.05.2015 on or before one month from the date of this agreement.



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(c) Upon receipt of the aforementioned sum R.Murugan agrees to issue a receipt to the Management to the effect that he is receiving the sum of Rs.12,00,000/- (Rupees Twelve Lakhs only) in full and final settlement of all his claims including terminal benefits and including the claim made in I.D.No.582 of 2006.

(d) In view of the settlement R.Murugan agrees that he will not raise any dispute or make any claim against the Management or M/s Rane Engine Valves Limited, Monetary or otherwise including any claim for reinstatement / reemployment arising out of the Award passed in I.D.No.582 of 2006.

(e) In view of this settlement it is agreed that the management will be permitted to withdraw the sum of Rs.1,55,216/- with accrued interest deposited to the credit of I.D.No.582 of 2006 on the file of the Principal Labour Court, Chennai.

(f) Both parties agree to file a copy of the settlement in W.P.No.36870 of 2015 and request the Hon'ble High Court to dispose of W.P.No.36870 of 2015 in terms of this settlement.”

3. In the light of the settlement agreement, nothing further remains to be adjudicated in the writ petitions and the settlement agreement arrived at in each of the writ petitions shall form part of the order.



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4. Accordingly, all the Writ petitions are disposed of in terms of the settlement agreement. No costs. Consequently, connected Miscellaneous Petitions are closed.

25.09.2023

Index: Yes/No
Speaking order/Non-speaking order
vkr

To
The Presiding Officer,
Principal Labour Court,
Chennai.



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V.LAKSHMINARAYANAN,J.,

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W.P.Nos.36865 to 36870 of 2015

25.09.2023