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W.P.No.9076 of 2020

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 17.08.2023

CORAM :

THE HONOURABLE MR. JUSTICE J.SATHYA NARAYANA PRASAD

Writ Petition No.9076 of 2020

and

W.M.P.No.11057 of 2020

M/s.Thiruvalluvar Transport Corporation
Employees Co-operative Credit Society Ltd,
Represented by its Secretary.

Mr.K.Jayasankar
No.1735, 18th Main road,
Anna Nagar West,
Chennai 600 040

... Petitioner

Vs.

State Express Transport Corporation Ltd.,
Represented by its Managing Director.
Pallavan Salai,
Chennai - 600 002.

...Respondent

Writ Petition filed under Article 226 of Constitution of India, praying for issuance of Writ of Mandamus, directing the respondent to pay the amount deducted from Member Employee as per Sec.60(2) of Multi State Co-Operative Societies Act 2002.



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For Petitioner : Mr.G.Murali
For Respondent : Mr.L.S.M.Hasan Fizal
Addl.Government Pleader

ORDER

When the matter is taken up for hearing today, the learned counsel appearing for the petitioner would submit that the petitioner and the respondent have entered into a compromise. The said compromise memo dated 09.08.2023 was signed by the parties and duly attested by their respective counsel and the same was produced before this Court. The memo of compromise is extracted hereunder:

1. It is submitted that the petitioner filed the above writ petition against the respondent before this Hon'ble Court prayed for a Writ of Mandamus directing the respondent to pay the amount deducted from its member employee as per sec.60(2) of Multi State Co-operative Societies Act, 2002 for the period from March, 2020 to May 2020 along with 12% interest.

2. It is submitted that the petitioner is the Co-operative society registered under the Multi State Co-operative Societies Act, 2002. It was formed for the welfare and benefit of employees of State Transport Corporation. The petitioner society provides loan facilities like Education loan, Housing loan and other domestic needs to its members employees of the



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respondent corporation.

3. It is submitted that the loan amount is repayable on monthly installments, the respondent has to deduct from the salary of its employees, and repaid it to the petitioner, based on the demand raised by the petitioner every month.

4. It is submitted that during the period from March, 2020 to May 2020, the respondent has to deduct a sum of Rs.3,19,85,541/- from the salary of its employees towards the monthly loan installment amount, and failed to repay the deducted amount to the petitioner.

5. It is submitted that aggrieved by the above said act of the respondent, the petitioner filed the present writ petition and claimed to repay the deducted amount along with 12% interest amounting to Rs.3,23,63,406/- from the respondent.

6. It is submitted that during the pendency of the above said case, the respondent has repaid the part principal amount to the petitioner on various dates.

7. It is submitted that during the pendency of the writ petition, the petitioner and the respondent had mutually discussed and decided to amicably resolve the long drawn litigation among them and to purchase peace.

8. It is submitted that as per the compromise arrived between the parties, the respondent has agreed and undertake to settle the amount of Rs.28,12,254/- as full and final settlement towards the remaining principal and interest amount, claim of the petitioner society in the above writ petition, and the petitioner had also agreed for the settlement.



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9. It is submitted that the respondent has agreed to issue a cheques for Rs.28,12,254/- vide bearing cheque No's.595541 dated 16.08.2023 and 595542 dated 21.08.2023 drawn on State Bank of India, Park Town Branch, Chennai in favour of the petitioner.

10. It is submitted that the petitioner hereby undertakes and assures that there is no claim whatsoever as against the respondent in respect of the above said transaction in any manner whatsoever.

2. In the light of the above, this writ petition is disposed of in terms of memo of compromise. The memo of compromise shall form part of the order.

No costs. Consequently, connected miscellaneous petition is closed.

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dpq
Index : Yes/No
Speaking Order : Yes/No



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J. SATHYA NARAYANA PRASAD, J.

dpq

To:

The Managing Director
The State Express Transport Corporation Ltd.,
Pallavan Salai,
Chennai - 600 002.

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