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W.A.No.105/2023

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED :: 09-01-2023

CORAM

THE HONOURABLE MR.JUSTICE S.VAIDYANATHAN

AND

THE HONOURABLE MR.JUSTICE MOHAMMED SHAFFIQ

W.A.No.105 of 2023

C.Ragupathi

...

Appellant

-VS-

1.The Presiding Officer,
Labour Court,
Coimbatore.

2.The Management,
Narasimha Mills Ltd.,
(A Unit of Thiruvalluvar Textiles (P) Ltd.),
N.S.N.Palayam,
Coimbatore-641 031.

...

Respondents

Appeal under Clause 15 of the Letters Patent against the order, dated
25.01.2019, passed in W.P.No.4850 of 2013, on the file of this Court.

For Appellant : Mr.S.Saravanan

For Respondent 2 : Mr.M.R.Thangavel



JUDGMENT

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This appeal has been preferred against the order, dated 25.01.2019, passed in W.P.No.4850 of 2013.

2. Writ Petitioner, who is the appellant herein, joined the services of the second respondent Mill as Attendant in the year 1991 and was made permanent as Switch Board Operator on 01.09.1998. The appellant filed a Computation Petition before the first respondent Labour Court, making a claim of Rs.69,966/-, as not paid by the second respondent Mill, after the Unit was taken over by the present management. Due to financial constraints, the Mill was closed. The appellant tendered resignation on 17.03.2006, which was to take effect from 30.04.2003 and was accepted, and he agreed that no compensation would be paid to him for the loss of employment.

3. Taking note of the entire service, the appellant-employee was paid compensation based on the Settlement under Section 18 (1) of the Industrial Disputes Act, 1947, in short, "the Act", which was referred to by the Labour Court and also by the learned single Judge. The learned single Judge had categorically held, while confirming the order of the Labour Court, that the appellant employee signed the settlement and agreed that he would not claim any arrears and that the entire amount received by him would be full and final settlement of the amount due to him in terms of



the Settlement. The period of arrears was referred to in the Settlement and the employee was paid the entire amount while there was cessation of employer-employee relationship.

4. For the sake of convenience, Section 18 (1) of the Act is extracted below:

18. Persons on whom settlements and awards are binding.-(1) A settlement arrived at by agreement between the employer and workman otherwise than in the course of conciliation proceeding shall be binding on the parties to the agreement.

5. The Settlement was binding between the parties. The appellant employee had agreed that the Computation Petition filed in C.P.No.193 of 2003 and the benefits that were granted in the said order were also given up. When the appellant had given up the entire benefits and signed the Settlement, the Computation Petition filed subsequently in the year 2007 was not correct.

6. The learned single Judge was right in holding and confirming the order of the Labour Court that pursuant to Settlement under Section 18 (1) of the Act, dated 30.03.2006, the appellant employee had given up the other monetary benefits due to him and that there was cessation of employer-employee relationship. Therefore, we are of the view that the order of the learned single Judge does not require any interference.



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7. Writ Appeal is dismissed. No costs.

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(S.V.N.,J.) (M.S.Q.,J.)
09-01-2023

To

The Presiding Officer,
Labour Court,
Coimbatore.



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S.VAIDYANATHAN,J.
AND
MOHAMMED SHAFFIQ,J.

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