IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 22.12.2023

CORAM

**THE HON'BLE MR. JUSTICE S. VAIDYANATHAN**

**AND**

**THE HON'BLE MR. JUSTICE K. RAJASEKAR**

W.A. No. 1693 of 2022

&

C.M.P. Nos. 11753, 11756 & 11759 of 2023

P. Kalaimani ..Petitioner

Vs.

1. The Deputy General Manager,
Canara Bank,
Circle Office, East Veli Street,
Madurai – 625 001.

2. The Presiding Officer,
Central Govt. Industrial Tribunal
Cum Labour Court,
26, Haddows Road,
1st Floor, "B" Wing, Shastri Bhavan,
Chennai – 6. ..Respondents

Prayer: Writ Appeal as against the order dated 12.01.2022 made in W.P. No. 1792 of 2004.

For Appellant :: Mr.K.V. Ananthakrishnan

For Respondents :: Mr.Goutham S. Raman
for R1
Mr.R.K. Gandhi, Central Govt. Standing Counsel for R2

J U D G M E N T

***(Delivered by S. Vaidyanathan,J.)***

The writ appeal is directed against the order dated 12.01.2022 passed in W.P. No.1792 of 2004.

2. The appellant/workman, who was working as a Peon under the 1st respondent Bank was placed under suspension for certain serious irregularities and charge memo dated 07.05.1996 was issued to him. Based on the findings of the Enquiry Officer in the domestic enquiry conducted, the Disciplinary authority proposed the punishment of compulsory retirement and the workman was asked to attend personal hearing. After the personal hearing, the Disciplinary Authority imposed the punishment of compulsory retirement by order dated 30.08.1997, which was taken up on

appeal by the workman. The Appellate Authority dismissed the appeal on 04.03.1999 confirming the order passed by the Disciplinary Authority. Thereafter, on failure of conciliation, the industrial dispute raised by the workman was referred to the 2nd respondent Tribunal, which was taken up as I.D. No. 44 of 2002. The workman filed a claim petition before the Tribunal challenging the order of compulsory retirement. The Tribunal, by award dated 15.09.2003, set aside the punishment imposed and granted reinstatement with 50% backwages. Challenging the same, the Bank filed W.P. No. 1792 of 2004 and by the order under challenge, the award passed by the Tribunal was set aside and the matter was remitted back to the Tribunal to proceed on merits and in accordance with law, after due notice to the parties. Challenging the same, the workman is before this Court in this intra court appeal.

3. Heard both sides.

4. The matter was heard at length and this Court suggested the parties to arrive at a compromise. The 1st respondent Bank proposed settlement by communication dated 12.12.2023.

5. Mr. K.V. Ananthakrishnan, learned counsel appearing for the

appellant submitted that as the appellant succeeded before the Tribunal and the finding of the learned Single Judge is erroneous, though the workman is willing to give up backwages, the workman may be extended the entire arrears of pension and the benefit of full pension.

6. When this Court posed a question to Mr.Goutham S. Raman, learned counsel appearing for the Bank, he submitted that the Bank has reconsidered the request of the employee and agreed to extend full pension vide communication dated 18.12.2023, however, stated that the employee would not be entitled to arrears of pension till September, 2023 and that other amounts payable to the employee as per the list annexed therein, after adjusting the deductions, would be paid.

7. When the matter came up yesterday, learned counsel for the workman took time to consult his client and ultimately, when the matter is taken up today, he would submit that clause 2 of the communication dated 12.12.2023 may be deleted and that the employee is willing to accept other proposals given by the Bank and that a time limit may be fixed for the Bank to release the amount.

8. Taking note of the submissions of both parties, the writ appeal

stands disposed of with the following directions:

(i) All the amounts due to the employee, as per the communication/offer dated 12.12.2023 shall be extended to the employee within a period of one month from the date of receipt of a copy of this order.

(ii) The arrears of pension commencing from September, 2023 shall be paid on regular date as applicable to other employees.

(iii) Clause 2 of the communication dated 12.12.2023 is deleted as the officials, who attended the hearing today through online agreed to delete the said clause and extend all other benefits to the employee.

(iv) The amount lying in deposit together with accrued interest, as could be seen from column No.6 of the table in the communication dated 12.12.2023 shall be released to the employee on production of a copy of this order. The counsel for the Bank/the officer concerned is expected to assist the employee to receive the amount, which is lying in deposit.

No costs. Connected C.M.Ps are closed.

(S.V.N.J.) (K.R.S.J.)

nv 22.12.2023

To
1. The Deputy General Manager,
Canara Bank,
Circle Office, East Veli Street,
Madurai – 625 001.

2. The Presiding Officer,
Central Govt. Industrial Tribunal
Cum Labour Court,
26, Haddows Road,
1st Floor, "B" Wing, Shastri Bhavan,
Chennai – 6.

**S. VAIDYANATHAN,J.**

**AND**

**K. RAJASEKAR ,J.**

nv

W.A. No. 1693 of 2022

22.12.2023