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W.P.No.6136 of 2014

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 03.02.2023

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THE HONOURABLE MRS.JUSTICE J.NISHA BANU

W.P.No.6136 of 2014

The Management
Bimetal Bearings Limited
Hosur – Krishnagiri Road
Parandapalli, Hosur 635 125
rep. by its Whole Time Director

... Petitioner

Vs.

1.The Presiding Officer,
Labour Court,
Salem.

2.V.Duraisamy

... Respondents

Prayer:

Petition filed under Article 226 of the Constitution of India to issue a Writ of Certiorari calling for the records of the first respondent in I.D.No.190/99 and its award dated 11.09.2013.

For Petitioner : Mr.Anand Gopalan
for M/s.T.S.Gopalan and Co.
For Respondents : R1 – Court
No Appearance for R2

O R D E R



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The petitioner has filed this writ petition seeking issuance of
Writ

of Certiorari calling for the records of the first respondent in
I.D.No.190/99 and its award dated 11.09.2013.

2.When the matter was taken up for hearing, the learned
counsel appearing for the petitioner submitted that the matter has
already been settled out of Court on 22.01.2022 and hence no further
adjudication is necessary in this writ petition.

3.The relevant portion of the Memorandum of Settlement dated
22.01.2022 is extracted hereunder:

**'TERMS AND CONDITIONS OF
SETTLEMENT**

***1.The management after the discussions
with the individual on 31.12.2021, have
agreed to pay an onetime Lump Sum
compensation of Rs.6,00,000/- (Rupees
Six Lakhs Only) as full and final
settlement for giving up his claim as per
the award in the ID No.190 of 1999 for
reinstating him with continuity of service***



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and back wages.

2.The management in pursuance of this understanding has not paid to Mr.V.Duraisamy today, through Central Bank of India, Cheque No.069547 dated 19/01/2022 payable at par, for Rs.6,00,000/- (Rupees Six Lakhs Only) towards payment of lump sum compensation and the individual has also accepted and received the cheque payment offered by the Management today.

3.The Company also agrees to render all possible assistance to the individual in order to enable him to receive 25% of back wages amounting to Rs.1,74,820/- deposited in Labour Court, Salem by filling necessary No objection Memo before the Labour Court.

4.The Company also agrees to render all assistance to the individual in settling him provident fund account with Regional PF Commissioner, Coimbatore.

5.It is specifically agreed by the individual



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that on receipt of the entire Lump Sum payment now, the individual shall refrain from raising any dispute or demand or claim whatsoever against the Company in future, including the benefits both monetary or otherwise either directly or before any Court of Law which involves the Company in respect of his dismissal from the Company.

6.Upon receipt of full benefits under this settlement, the individual has clearly agreed that the employer and employee relationship between the individual and the company will cease and the individual shall have no claim of any kind including that of reinstatement or recruitment or wages or allowances for the period of employment as per the Award in the ID No.190 of 1999 or for future against the Management.

7.It is specifically understood and agreed by the individual that with the receipt of the above amount he has received the entire dues from the Company towards full and final settlement of his account with the Company and he has also



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accepted that there is no due from the Management.

8.The individual agrees to give a stamped receipt for the payment he has received today.'

4.The Memorandum of Settlement dated 22.01.2022 shall form part and parcel of the order. Since the matter has already been settled out of Court, no further adjudication is necessary in this writ petition.

5.The writ petition is disposed of as settled out of Court. No costs.

03.02.2023

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Speaking Order/ Non Speaking Order

Index: Yes/ No

Internet: Yes/ No

To

1.The Presiding Officer,
Labour Court,
Salem.

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Today, the matter is listed under the caption 'for being mentioned'.

2. Learned counsel for the petitioner would state that this Court has passed an order in the aforesaid writ petition on 03.02.2023, in which, at paragraph No.3, the extracted portion of the terms and conditions of settlement in paragraph No.2, instead of 'now paid' it has been wrongly typed as 'not paid'. Therefore, the learned counsel would submit that paragraph No. 2 of the extracted portion of the 'Terms and Conditions of Settlement' needs correction.

3. Accordingly, in the order passed by this Court dated 03.02.2023, paragraph No.2 of the extracted portion of 'Terms and Conditions of Settlement' stands deleted and the same is substituted as follows.

"2.The management in pursuance of this understanding has now paid to Mr.V.Duraisamy today, through Central Bank of India, Cheque No.069547 dated 19/01/2022 payable at par, for Rs.6,00,000/- (Rupees Six Lakhs Only) towards payment of lump sum compensation and the individual has also accepted and received the cheque payment offered by the Management today."



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In all other aspects, the order dated 03.02.2023 remains unaltered.

5. Registry is directed to make necessary correction and issue fresh order copy.

08.03.2023

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