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W.A. No.1368 of 2023

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 27.06.2023

CORAM:

THE HON'BLE MR. JUSTICE S. VAIDYANATHAN

and

THE HON'BLE MR. JUSTICE K. RAJASEKAR

W.A. No.1368 of 2023 & C.M.P. No.13417 of 2023

The Management  
Metropolitan Transport Corporation  
(Chennai) Ltd.  
Pallavan Illam  
Anna Salai  
Chennai 600 002

Appellant

v

1 E. Perumal  
  
2 The Presiding Officer  
II Additional Labour Court  
City Civil Court (Annexe Building)  
High Court Compound  
Chennai 600 104

Respondents

Writ Appeal filed under Clause 15 of the Letters Patent challenging the order dated 31.03.2022 passed in W.P. No. 20009 of 2014.

For appellant Mr. M. Chidambaram

For R1 Mr. V. Ajay Khose

R2 Labour Court

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W.A. No.1368 of 2025

## JUDGMENT

This writ appeal is filed by the Transport Corporation challenging the order dated 31.03.2022 passed in W.P. No.20009 of 2014 filed by the workman.

2 At the outset, it needs to be pointed out that the aforesaid writ petition, viz., W.P. No.20009 of 2014, was filed by the first respondent workman challenging the award dated 29.05.2013 passed by the second respondent Labour Court in I.D. No.403 of 2009.

3 Challenging the very same award, the appellant Transport Corporation also filed a writ petition being W.P. No.23174 of 2014.

4 Both the writ petitions were heard by a Single Bench together and eventually, W.P. No.20009 of 2014 preferred by the first respondent workman was allowed and W.P. No.23174 of 2014 preferred by the appellant Transport Corporation was dismissed by a common order dated 31.03.2022.



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5 Challenging the order dated 31.03.2022 passed by the Single Bench in W.P.No.23174 of 2014 filed by the Transport Corporation, the Transport Corporation filed a writ appeal being W.A. No.1324 of 2023.

6 During the hearing of the aforesaid W.A. No.1324 of 2023, the first respondent workman filed an affidavit dated 21.06.2023, the relevant paragraph of which reads thus:

“10. I respectfully submit that from out of the total back wages, I do hereby agree for adjustment of the 17 B wages already paid to me and also for deduction of PF Contributions, from the total back wages payable to me from the date of my dismissal to the date of my superannuation. I agree to receive 50% from out of the balance amount to be paid to me after adjustment of the amounts under the above two heads, if the Appellant Corporation agrees to pay me Gratuity and Pension for my entire service from the date of my joining to the date of my retirement and if they agree to pay me the other service / terminal benefits and if they agree to pay me the above amounts including arrears of pension within a stipulated time.”

7 Based on the aforesaid affidavit and also considering the circumstances obtaining in the said case, this Bench disposed of W.A.No.1324 of 2023, *vide* judgment dated 22.06.2023, in the following terms:

“8 Considering the aforesaid circumstances of the case, more so, the fact that the State has suffered starvation of funds due to COVID-19 for two years, the order of the Single Bench and the award of the Labour Court are modified as under:



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a The workman is entitled to be reinstated in service as if there is no order of dismissal and shall be deemed to be in service till the date of superannuation;

b Since the workman has attained the age of superannuation, the question of reinstating him into service does not arise;

c Though the wages paid under Section 17-B of the I.D. Act cannot be adjusted, in the case on hand, the workman has given an undertaking for adjusting the wages paid under Section 17-B, *ibid.*, from the amount payable to him. Hence, the wages paid u/s 17-B, *ibid.*, can be adjusted.

d As the Transport Corporation has not contributed towards the workman's share of Provident Fund, it is the duty of the Transport Corporation to contribute towards its own share and the workman's share towards Provident Fund from the date of dismissal from service till the date of superannuation;

e After adjustment of the wages payable under Section 17-B, *ibid.* and adjustment of the employer's and workman's contributions towards Provident Fund, 50% of the balance amount of backwages shall be paid to the workman within a period of four months from the date of receipt of a copy of this judgment;

f The Transport Corporation shall pay Gratuity and arrears of Pension within two months from the date of receipt of a copy of this judgment, failing which, interest @ 10% per annum from the date of the award is liable to be paid to the workman and such interest component shall be recovered from the officials concerned who are responsible in regard thereto; and

g The Pension amount commencing from 01.08.2023 shall be paid regularly.



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h The amount of backwages shall be spread over from the date of dismissal till the date of superannuation in the light of the judgment of the Supreme Court in **Sundaram Motors Pvt. Ltd. V Ameerjan and another<sup>1</sup>**.

This writ appeal stands disposed of in the above terms sans costs. Connected C.M.P. stands closed.”

8 Since the common order dated 31.03.2022 passed by the Single Bench has already been put to test in W.A. No.1324 of 2023 and a finding rendered therein *vide* judgment dated 22.06.2023, nothing survives for adjudication in this writ appeal.

Accordingly, this writ appeal, *viz.*, W.A. No.1368 of 2023 is closed, sans costs. Connected C.M.P. is closed.

(S.V.N., J.) (K.R.S., J.)  
27.06.2023

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**S. VAIDYANATHAN, J.**

and

**K. RAJASEKAR, J.**

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To

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City Civil Court (Annexe Building)  
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