



W.P.(MD).No.13271 of 2013

**THE MADURAI BENCH OF MADRAS HIGH COURT**

**DATED : 27.02.2023**

**CORAM**

**THE HONOURABLE MRS.JUSTICE S.SRIMATHY**

**W.P.(MD).No.13271 of 2013**

**and**

**M.P.(MD).No.1 of 2013**

The Management,  
Madurai District Central-  
Co-operative Bank Limited,  
Represented by its Special Officer,  
187, North Veli Street,  
Madurai.

... Petitioner

**Vs.**

1.The General Secretary,  
Madurai District Central Co-operative  
Bank Employees Union,  
1/27, North Muslim Street,  
Velaacherry,  
Madurai – 6.

2.The Presiding Officer,  
Labour Court,  
Madurai.

... Respondents

**Prayer** : Writ Petition filed under Article 226 of the Constitution of India, praying this Court to issue a Writ of Certiorari, to call for the records relating to the Award passed in I.D.No.205/2002 dated 30.11.2011 by the Labour Court, Madurai, the second respondent herein and quash the same.



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For Petitioner : Mr.D.Shanmugaraja Sethupathi

For R-1 : Mr.S.Mohandass

For R-2 : Labour Court

### **ORDER**

This Writ Petition is filed by the Management, Madurai District Central Co-operative Bank Limited to quash the Award passed in I.D.No.205/2002 dated 30.11.2011 by the Labour Court, Madurai, the second respondent.

2. The first respondent is a Madurai District Central Co-operative Bank Employees Union. The General Secretary of the Union has raised an Industrial Dispute before the Labour Court, Madurai claiming that one V. Balasubramaniam was the member of the first respondent Union. The said Balasubramaniam was appointed as Group Clerk on 21.12.1955. Thereafter, promoted as Circle Supervisor with effect from 20.08.1956. On 23.07.1980, he was promoted as Senior Supervisor and on 07.08.1986, he was promoted as Assistant Manager. Thereafter, the said Balasubramaniam promoted as Manager on 27.07.1992 and retired as Manager on 31.08.1993. The claim of the said Balasubramaniam is that there was pay anomaly between the said



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Balasubramaniam and his juniors. The 1<sup>st</sup> respondent has sought for conciliation proceedings and the same ended up in failure. The Government had referred the dispute to the second respondent issuing direction to adjudicate the industrial dispute vide G.O.(D).No.294, Labour and Employment (P1) Department dated 10.04.2002, whereby, the Government referred the two issues to be decided as to whether there is any pay anomaly between the above said Balasubramaniam and his juniors and whether he is entitled to get Selection Grade pay. The Union is referring to 12(3) settlement dated 21.08.1982 and as per the terms of settlement under clause 11, for the first time the Management has extended Selection Grade and Special Grade to the employees and the relevant portion of the said agreement is extracted hereunder:

- (11) (a) It is hereby agreed that this settlement shall be in force and binding for a period of three years from 01.09.1982 and applicable to all Staff and the Management.*
- (b) It is also agreed that all the benefits available under this Agreement shall be extended to the employees from 01.04.1982.*
- (c) In respect of loans (Housing and Vehicle) contemplated under items 9 and 10 above, the revision agreed to shall be applicable only to all pending and future cases, with reference to registration of amendments in this regard.*

3. The contention of the Management is that this agreement will be implemented from 01.04.1992. By that time, the said Balasubramaniam was already promoted as Senior Supervisor on 23.07.1980. If he had stayed in the said post until 1990, he would have been eligible for the said benefits. But the



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said Balasubramaniam was promoted as Assistant Manager on 07.08.1986

Hence, the said Balasubramaniam is not entitled to Selection Grade in the post of Senior Supervisor.

4. The contention of the said Balasubramaniam is that he was serving in the post of Supervisor from 20.08.1956 to 23.07.1980. By applying the said clause 11, he is entitled to Selection Grade for the said period.

5. The said contention was refuted by the Management by saying that the Selection Grade itself was granted from 1992 onwards based on the 12(3) settlement. By that time, the said Balasubramaniam was promoted as Senior Supervisor. Therefore, the said period cannot be calculated for granting Selection Grade.

6. This Court is of the considered opinion that under clause (b) of the settlement, it says that all the benefits available under this agreement shall be extended to the employees from 01.04.1982 onwards. As per this settlement, already the benefit has accrued to the said Balasubramaniam. Once it is accrued to the employee, the petitioner Management cannot deny the benefits, therefore, the said Balasubramaniam is entitled to benefits from 01.04.1982



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onwards. Prior to the said period, the said Balasubramaniam is not entitled to any monetary benefits. However, the effect ought to be given from 1982 onwards. Therefore, the Labour Court is right in coming to the conclusion.

7. With the above observations, this Writ Petition is dismissed. There shall be no order as to costs. Consequently, connected miscellaneous petition is closed.

**27.02.2023**

NCC : Yes/No  
Index : Yes / No  
Internet : Yes/ No  
Nsr

To

1.The General Secretary,  
Madurai District Central Co-operative  
Bank Employees Union,  
1/27, North Muslim Street,  
Velaacherry,  
Madurai – 6.

2.The Presiding Officer,  
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**S.SRIMATHY, J.**

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