BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED : 13.04.2023

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THE HONOURABLE MR.JUSTICE G.R.SWAMINATHAN

W.P(MD)No.5311 of 2023

A.Vekatraman ... Petitioner

Vs.

1.The Managing Director,
The Tamil Nadu State Transport Corporation
(Kumbakonam) Ltd.,
Kumbakonam.

2.The General Manager,
The Tamil Nadu State Transport Corporation
(Kumbakonam) Ltd.,
Pudukottai Region,
Pudukottai. ... Respondents

Prayer : Writ Petition filed under Article 226 of the Constitution of India, praying this Court to issue a Writ of Mandamus, directing the Respondents to revise terminal benefits of the petitioner's namely gratuity and earned leave salary based on the basic pay payable to him as per settlement dated 04.01.2018 as on the date of his retirement and to pay him difference in gratuity of Rs.1,28,376/- and difference in earned leave salary of Rs.81,824/- with 6 percent interest per annum payable from the date of his retirement to till the date on which the above difference amounts in terminal benefits are settled him, within a time frame that may be fixed by this Court.

For Petitioner : Mr.A.Rahul

For Respondents : Mr.K.Jagadees Balan,
Standing Counsel.

ORDER

Heard the learned counsel on either side.

2.The petitioner was employed as Checking Inspector in the respondent corporation. He retired on 30.04.2017. His terminal benefits were settled. Subsequently pay revision settlement was entered into between the management and the union under Section 12(3) of the Industrial Disputes Act on 04.01.2018. It came into the effect from 01.09.2016. The case of the petitioner is that he is entitled to differential benefit. Since his request was rejected, the present writ petition came to be filed.

3.The issue on hand is no longer *res integra*. My attention is drawn to the order dated 30.09.2016 made in W.P.Nos.29965 and 29966 of 2016 and it was held as follows:-

> *" 7. The relevant portion of the order dated 27.3.2014 passed by this Court in W.P.Nos.971 of 2013 etc. is usefully extracted hereunder:-*
>
> > *'7. It is not in dispute that pursuant to the pay revision as per G.O.(Ms) Nos.234 and 236, Finance (PC) Department dated 1.6.2009, the present petitioners were also given such benefit of pay revision by passing G.O.(Ms) No. 63, Transport (D) Department dated 5.2.2010, with retrospective effect. One such pay revision is extended to the petitioners also, all the benefits accrued consequent upon such pay revision also should be extended to them without any restriction, in respect of encashment of earned leave.'*
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> *8. Since the issue involved in the present writ petitions is also identical to the issue involved in the said decision, following the same, these writ petitions are also allowed and the respondents are directed to pay the difference amount of encashment of earned leave to the petitioners in each of these writ petitions in respect of the amount as sought for therein along with appropriate interest, within a period of 12 weeks from the date of receipt of a copy of this order. No costs. Consequently, connected miscellaneous petitions are closed."*

4.I had also adopted the very same approach in identical facts situation. Copy of the order dated 22.09.2022 made in W.P.(MD)No.21097 of 2022 has been produced by the learned counsel for the writ petitioner. I, therefore, direct the respondents to pay the difference in gratuity and difference in leave salary in accordance with the settlement entered into under Section 12(3) of the Industrial Disputes Act dated 04.01.2018. This amount will be paid to the petitioner within a period of twelve weeks from the date of receipt of a copy of this order. The management is directed to pay interest at the rate of 6% per annum from the date of settlement till date of payment.

5.The writ petition is allowed accordingly. No costs.

13.04.2023

NCC : Yes/No
Index : Yes / No
Internet : Yes/ No
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G.R.SWAMINATHAN, J.

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13.04.2023