



W.P(MD)No.7501 of 2023

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

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DATED : 13.04.2023

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THE HONOURABLE MR.JUSTICE G.R.SWAMINATHAN

W.P(MD)No.7501 of 2023

A.Thavamani

... Petitioner

Vs.

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

... Respondent

Prayer : Writ Petition filed under Article 226 of the Constitution of India, praying this Court to issue a Writ of Declaration, declaring the action of the respondents in rejecting or refusing to pay the petitioner's revised gratuity, revised earned leave salary and other terminal benefits based on his revised basic pay as on the date of his superannuation / retirement payable to him as per settlement dated 04.01.2018 entered under section 12(3) of the ID Act and stating that there is no provision or practice to pay the terminal benefits based on the revised basic pay and that the terminal benefits will be paid and settled only based on the actual pay received by him on the date of his retirement as illegal, arbitrary and consequently to direct the respondents to revise the petitioner's terminal benefits namely gratuity and earned leave salary based on the basic pay



W.P(MD)No.7501 of 2023

payable to him as per settlement dated 31.05.2017 as on the date of his retirement and to pay him the difference in gratuity and difference in earned leave salary amount with 6% 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 to him within a time framed that may be fixed by this Court.

For Petitioner : Mr.A.Rahul

For Respondent : Mr.Gladson Micheal Rajadurai,
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 31.05.2017. 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



W.P(MD)No.7501 of 2023

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.'

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



W.P.(MD)No.7501 of 2023

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
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W.P(MD)No.7501 of 2023



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W.P(MD)No.7501 of 2023

G.R.SWAMINATHAN, J.

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W.P(MD)No.7501 of 2023

13.04.2023