

THE HON'BLE MRS JUSTICE SUREPALLI NANDA

W.P. No.6248 of 2007

ORDER:

**Heard the learned counsel for the petitioner and
the learned Government Pleader for Labour.**

2. It is represented by Sri Koka Satyanarayana Rao learned counsel representing respondent No.2 that a Memorandum of Settlement, dated:NIL had been entered into by the petitioner and the 2nd respondent five (5) years back and the same is brought on record and the contents of the said Memorandum of Settlement are as follows:

This Memorandum of settlement is entered by and between Mr. Yohan Reddy, S/o N.Malla Reddy aged about 39 years, R/o H.No.8-4-370/84, Borbanda, Hyderabad (hereinafter called 1st party) on the one part and NEULAND LABORATORIES LTD., Pashamailaram, Medak District. Represented by its Assistant General Manager Sri G.Ramakrishna Rao, S/o Late G.Subba Rao.(hereinafter called 2nd Party) on the other part.

Whereas the 1st Party approached the 2nd Party for Settlement of the pending disputes. Whereas the 1st Party filed I.D.No.35 of 2003 on the file of Industrial Tribunal-I for re-instatement into service with attendant benefit the Additional Industrial Tribunal-I, Hyderabad passed an award in I.D.No.35 of 2003, dated 09.10.2006 reinstating the 1st Party into service of the 2nd Party Industry.

The 2nd Party filed W.P.No.3207 of 2007 in the High Court of Judicature of Andhra Pradesh, Hyderabad challenging the Award passed in I.D.No.35 of 2003, dated 09.10.2006 by the Additional Industrial Tribunal cum Additional Labour Court, Hyderabad. While the matter stood thus the 1st party requested the 2nd party to settled all his service benefits including reinstatement as per the Award of the Additional Industrial Tribunal cum Additional Labour Court, Hyderabad in I.D.No.35 of 2003, dated 09.10.2006. The 1st Party agreed to receive a sum of Rs.5,00,000/- (Rupees Five Lakhs only) in full and final settlement of all his claims including that of reinstatement into the service of the 2nd party and that the 2nd party agreed to pay the same.

The 2nd party paid a sum of Rs.4,50,000(Rupees Four lakhs Fifty Thousand only) by way of Bankers Cheque No.370329, dated 19.03.2010, drawn on State Bank of India and a Cash of Rs.50,000/-(Rupees Fifty Thousand only) to the 1st Party in full and final settlement of all his claims including gratuity, service benefits and reinstatement against the 2nd Party. The 1st Party has acknowledged the receipt of the said Bankers Cheque and Cash. The 1st Party agreed that he has no further claim whatsoever against the 2nd party.

The 1st Party agreed to file a Joint Memo/full satisfaction Memo before the Additional Industrial Tribunal cum Additional Labour Court, Hyderabad in I.D.No.35 of 2003, dated 09.10.2006 as having settled as his claims.

3. It is represented by both the leaned counsel on record that no further orders are necessary in the present Writ

petition by virtue of the Memorandum of Settlement arrived at between the petitioner and the 2nd respondent herein.

4. Recording the above submission, the writ petition is disposed off. However, there shall be no order as to costs.

Miscellaneous petitions, if any, pending shall stand closed.

SUREPALLI NANDA, J

Date:03.01.2023
ksl

THE HONOURABLE SMT. JUSTICE SUREPALLI NANDA

WRIT PETITION No.6248 of 2007

Date:03.01.2023

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