



W.P.No.8559 of 2018

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 05.03.2024

CORAM

THE HONOURABLE MRS.JUSTICE N.MALA

W.P.No.8559 of 2018

and

W.M.P.Nos.10494 & 26716 of 2018

Jones Lang LaSalle Building Operations Pvt. Ltd.,
(Formerly known as Jones Lang LaSalle Meghraj Building
Operations Pvt. Ltd.,
Rep. by its Authorized Signatory – Sai Prasanna K.,
1110, Ashoka Estate, 24 Barakhamba Road, New Delhi – 110 001.

... Petitioner

Vs

1.The Presiding Officer,
I Additional Labour Court,
Chennai.

2.S.Karuthapandi

... Respondents

Prayer : Writ Petition under Article 226 of the Constitution of India praying for the issuance of a Writ of Certiorari, calling for the records of the first respondent in I.D.No.362 of 2014 and quash its award dated 05.07.2017.

For Petitioner : Mr.Vijay Rajasekar
for M/s.Kochhar & Co.

For Respondents : Labour Court [R1]



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M/s.K.Bharathi [R2]

ORDER

This Writ petition has been filed by the petitioner seeking to quash the award passed in I.D.No.362 of 2014 dated 05.07.2017 on the file of the first respondent.

2. When the matter is taken up for hearing today, the learned counsels appearing for the parties represented that the matter has been settled and filed a joint memo of settlement dated 04.03.2024 before this Court. The terms of the joint memo of settlement are as follows :-

“a) The petitioner hereby agrees to pay a sum of Rs.17,00,000/- (Rupees Seventeen Lakhs) to the 2nd respondent towards full and final settlement of all claims including but not limited to back wages, attendant benefits and statutory terminal benefits under applicable labour laws and the 2nd respondent hereby unconditionally accepts the same.

b) The parties herein agree that the employment of the 2nd respondent shall stand terminated with effect from the date on which this Joint Memo is taken on record by this Hon'ble Court.

c) The 2nd respondent hereby relinquished all past, present and future claims towards compensation including but not limited to employment and/or statutory benefits under the appointment letter or any applicable law, ex-gratia payments,



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and further releases the petitioner from any and all claims, demands, actions, and liabilities arising out of or in connection with his employment with the petitioner and upon separation from the petitioner, the 2nd respondent shall not approach any other court, tribunal, statutory body or other forum/authority for the same.

d) The 2nd respondent shall comply with the confidentiality and data protection obligations under his appointment letter/employment with the petitioner and shall not disclose the contents of this Joint Memo to any individual or person.

e) In view of the above, the petitioner shall hand over the Demand Draft bearing No. 731016 dated 04.03.2024 drawn on HSBC Bank to the 2nd respondent on the date of recording this Joint Memo before this Hon'ble Court and the 2nd respondent shall accept the same unconditionally.

f) The 2nd respondent agrees to co-operate for completion of all exit formalities as per the petitioner's internal processes.”

3. In view of the above joint memo of settlement arrived at between the parties, this writ petition is disposed of in terms of the joint memo of settlement dated 04.03.2024. The joint memo of settlement dated 04.03.2024 shall form part and parcel of this order. No costs. Consequently, the connected miscellaneous petitions are closed.

05.03.2024

Index : Yes / No

Speaking Order / Non-speaking order

Neutral Citation Case : Yes / No



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N.MALA,J.,

sp

To

The I Additional Labour Court, Chennai.

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05.03.2024