



W.P.No.15590 of 2021

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 19.03.2024

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THE HONOURABLE Ms.JUSTICE R.N.MANJULA

W.P. No.15590 of 2021

R.Kumar

...

Petitioner

/vs/

1. The Managing Director,
Metropolitan Transport Corporation (Chennai) Ltd.,
Anna Salai, Pallavaram Illam,
Chennai – 600 002.

2. The Administrator,
Tamil Nadu State Transport Corporation,
Employees Pension Fund,
Pallavan Salai,
Chennai – 600 002.

... Respondents

Writ Petition is filed under Article 226 of the Constitution of India to issue a writ of mandamus to direct the respondents to revise the pension of the petitioner taking note of his entire service and fixing correct wages payable to him as per Lok Adalat order dated 30.08.2019 passed in W.P.No.14526 of 2014.

For Petitioner ... Mr.S.T.Varadarajulu



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For Respondents ... Mr.C.Gauthamaraj
Standing Counsel

ORDER

Heard Mr.S.T.Varadarajulu, the learned counsel for the petitioner and Mr.C.Gauthamaraj, the learned Standing Counsel for the respondents.

2. The petitioner has filed this writ petition seeking a writ of mandamus to direct the respondents to revise his pension by taking note of his entire service and fixing correct wages payable to him as per Lok Adalat order dated 30.08.2019 passed in W.P.No.14526 of 2014.

3. The petitioner and the respondent management have arrived at a settlement by way of a joint memo through Lok Adalat in a pending dispute between themselves in W.P.No.14526 of 2014. In the joint memo filed by the parties, certain terms have been agreed and they form part of the order passed in W.P.No.14526 of 2014 also. For convenient understanding the relevant paragraph is extracted hereunder:

“ .. 6. In the Join Memo, the terms and conditions is as follows:



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“ The above writ petition W.P.No.14526 of 2014 is posted before the Lok Adalat for settlement. After arrival of the settlement the management agrees to withdraw W.P.No.25242 of 2015. The petitioner workman agrees to forego entire backwages for the non-employment period from the date of dismissal to the date of retirement on condition that the management agreed to settle the terminal benefits of the workman with continuity of service with 12 (3) wage settlement benefits only. The petitioner workman agrees to pay employer's PF Contribution without interest to the PF trust for the above non-employment period. The first respondent management agrees for the terms put forth by the petitioner workman. With the above terms the settlement is arrived by both the parties.”

4. The grievance of the petitioner is that while calculating the pension, the respondents have calculated only 17 years of his services without including the period under which he was under non-employment.

5. There cannot be any dispute about the fact that the pensionary benefits of the petitioner has to be calculated only in accordance with the terms of settlement entered into between the parties and on which basis the order dated 30.08.2019 came to be passed in W.P.No.14536 of 2014. The terms of settlement has been agreed between the parties that the petitioner



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would forego the entire back wages for non-employment period from the date of his dismissal to the date of retirement. However, the respondent management has agreed to settle the terminal benefits of workman with continuity of service and as per 12(3) wage settlement. While making the terms as to continuity of service, nowhere it is reserved that the petitioner's non-employment period should be excluded from counting the total services eligible for the pensionary benefit. The one and only condition that was agreed by the petitioner is that he will not claim back wages for the period of non-employment.

6. Since continuity of service was accepted between the parties, the respondents shall include the services of the petitioner during non-employment as well and calculate the pension accordingly and pass revised orders by considering the representation of the petitioner, within a period of four weeks from the date of receipt of a copy of this order.

7. With the above observation, this Writ Petition is disposed. No costs.

19.03.2024



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Index: Yes / No

Speaking order / Non-speaking order

Neutral Citation : Yes / No

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To:

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R.N.MANJULA ,J.

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