



W.P.Nos.25166 of 2022 etc batch

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 15.04.2024

CORAM

THE HONOURABLE MR.JUSTICE G.K.ILANTHIRAIYAN

W.P.Nos.25166, 25167, 25169 to 25175 of 2022

and

W.M.P.Nos.24118, 24120 to 24124, 24126, 24129 & 24129 of 2022

W.P.No.25166 of 2022

Cheran Group of Institutions,
Represented by its Authorised Signatory,
78, Cheran Towers,
Government Arts College Road,
Coimbatore-641 018.

... Petitioner

-Vs-

1. Permanent Lok Adalat (FAC),
Public Utility Services,
Coimbatore.

2. Mrs. Jaisri

... Respondents

Prayer:- Writ Petitions filed under Article 226 of Constitution of India for the issuance of Writ of Certiorari, after calling for the records from the 1st respondent in PLA No.18 to 27 of 2022 dated 30.05.2022 and quash the same.

For Petitioner in all WPs. : Mr. Rajmakesh

For Respondents in all WPs. : No appearance



W.P.Nos.25166 of 2022 etc batch

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COMMON ORDER

These Writ Petitions have been filed challenging the common award passed by the permanent Lok Adalat in PLA Nos.18 to 27 of 2022 dated 30.05.2022.

2. Heard the learned counsel appearing for the petitioner and the learned counsel appearing for the first respondent. Though notice has been served on the first respondent, none appeared on behalf of the first respondent either in person or through pleader.

3. The petitioner is the group of multiple educational institutions imparting education. The second respondent in all the writ petitions were appointed as faculty in the Department of Education Institutions as Assistant Professor. They were appointed on contract basis. Accordingly, the second respondent in all the writ petitions had signed onboarding formalities and signed on the Human Resource (HR) policy documents. They agreed for compliance with all applicable laws and regulations in the course of employment with the petitioner's College. Their salary was fixed at Rs.15,000/- per month. As per the agreement in



W.P.Nos.25166 of 2022 etc batch

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Clause No.10 of the Letter of Employment, dated 06.10.2020, the second respondent agreed to hold office until their services were terminated or until their retirement at the age of 58 years. If the second respondent terminated their service without notice, they shall be liable to pay damages incurred by the petitioner on this account and no relieving order will be issued and the settlement of dues shall be at the discretion of the petitioner. The petitioner also reserves the right to deduct liquidated damages, an amount equal to three months gross salary.

4. Further, Clause 18 of the agreement elucidates the mode of Dispute Resolution via Arbitration. Accordingly, any dispute or difference between the parties arising from, or in connection with, this letter agreement, shall be referred to arbitration in accordance with the Arbitration and Conciliation Act, 1996, as amended. While being so, without any pre-notice, the second respondent in all the writ petitions left the employment. Therefore, the petitioner issued notice and the second respondent issued reply notice. However, the reply issued by the second respondent was not satisfied and as such, the petitioner issued legal notice claiming damages for the notice period of three months. As per the



W.P.Nos.25166 of 2022 etc batch

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Arbitration clause, the petitioner also initiated arbitration proceedings before the learned Arbitrator in order to claim damages for the notice period of three months.

5. While being so, the second respondent in all the writ petitions approached the Permanent Lok Adalat under Section 22A of the Legal Services Authority Act, 1987, viz., the first respondent herein. The first respondent issued notice to the petitioner and on receipt of the same, the petitioner duly informed the first respondent about the initiation of the Arbitration proceedings as against the second respondents by appointment of one S.Balaji as an Arbitrator to resolve the issue. However, without considering the same, the first respondent passed common order dated 30.05.2022, thereby directed the petitioner to return all the original certificates which were retained by the petitioner within the period of two months from the date of the award.

6. Pending writ petition, by way of interim order, the petitioner herein had returned the original certificate to the second respondent in all the writ petitions. However, the only point arise in these



W.P.Nos.25166 of 2022 etc batch

WEB COPY

writ petitions for consideration is whether the first respondent had got jurisdiction to order for returning of original documents, when the matter has already been seized by the Arbitrator. It is relevant to extract the provisions under Section 22C of the Legal Service Authorities Act, 1987, which reads as under :

“22C. Cognizance of cases by Permanent Lok Adalat.—(1) Any party to a dispute may, before the dispute is brought before any court, make an application to the Permanent Lok Adalat for the settlement of dispute:

Provided that the Permanent Lok Adalat shall not have jurisdiction in respect of any matter relating to an offence not compoundable under any law:

Provided further that the Permanent Lok Adalat shall also not have jurisdiction in the matter where the value of the property in dispute exceeds ten lakh rupees:

Provided also that the Central Government, may by notification, increase the limit often lakh rupees specified in the second proviso in consultation with the Central Authority.

(2) After an application is made under sub-section(1) to the Permanent Lok Adalat, no party to that application shall invoke jurisdiction of any court in the same dispute.

(3) Where an application is made to a Permanent Lok Adalat under sub-section(1), it—

(a) shall direct each party to the application to file before it a written statement, stating therein the facts and nature of dispute under the application,



WEB COPY



W.P.Nos.25166 of 2022 etc batch

points or issues in such dispute and grounds relied in support of, or in opposition to, such points or issues, as the case may be, and such party may supplement such statement with any document and other evidence which such party deems appropriate in proof of such facts and grounds and shall send a copy of such statement together with a copy of such document and other evidence, if any, to each of the parties to the application;

(b) may require any party to the application to file additional statement before it at any stage of the conciliation proceedings;

(c) shall communicate any document or statement received by it from any party to the application to the other party, to enable such other party to present reply thereto.

(4) When statement, additional statement and reply, if any, have been filed under sub-section(3), to the satisfaction of the Permanent Lok Adalat, it shall conduct conciliation proceedings between the parties to the application in such manner as it thinks appropriate taking into account the circumstances of the dispute.

(5) The Permanent Lok Adalat shall, during conduct of conciliation proceedings under sub-section(4), assist the parties in their attempt to reach an amicable settlement of the dispute in an independent and impartial manner.

(6) It shall be the duty of the every party to the application to cooperate in good faith with the Permanent Lok Adalat in conciliation of the dispute relating to the application and to comply with the direction of the Permanent Lok Adalat to produce



W.P.Nos.25166 of 2022 etc batch

evidence and other related documents before it.

(7) When a Permanent Lok Adalat, in the aforesaid conciliation proceedings, is of opinion that there exist elements of settlement in such proceedings which may be acceptable to the parties, it may formulate the terms of a possible settlement of the dispute and give to the parties concerned for their observations and in case the parties reach at an agreement on the settlement of the dispute, they shall sign the settlement agreement and the Permanent Lok Adalat shall pass an award in terms thereof and furnish a copy of the same to each of the parties concerned.

(8) Where the parties fail to reach at an agreement under sub-section (7), the Permanent Lok Adalat shall, if the dispute does not relate to any offence, decide the dispute”.

7. Though the provision does not restrict the first respondent to deal with the issue when it was already seized up by the other Court/Arbitrator, admittedly, the petitioner already initiated the arbitration proceedings as against the second respondents claiming damages for the notice period of three months. However, the issue of non-returning of original documents were not before the Arbitrator. Pending these writ petitions, the petitioner had already returned all the original documents to the second respondent in all the writ petitions. Therefore, the petitioner is at liberty to pursue its claim before the learned Arbitrator claiming damages for the notice period of three months as



W.P.Nos.25166 of 2022 etc batch

against the second respondents in all these writ petitions.

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8. With the above direction, these Writ Petitions stand disposed of. Consequently, connected miscellaneous petitions are closed.

No costs.

15.04.2024

Internet : Yes
Index : Yes/No
Speaking/Non-speaking order
Neutral Citation : Yes/No
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To

The Permanent Lok Adalat (FAC),
Public Utility Services,
Coimbatore.



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W.P.Nos.25166 of 2022 etc batch

G.K.ILANTHIRAIYAN, J.

Lpp

W.P.Nos.25166 of 2022 etc batch

15.04.2024