



Cont.A.Nos. 8 to 22 of 2023

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated : 12.03.2024

CORAM :

THE HONOURABLE MR. JUSTICE M.S.RAMESH

AND

THE HONOURABLE MR. JUSTICE SUNDER MOHAN

Cont.A. Nos.8 to 22 of 2023 and
C.M.P. Nos.22768, 22769 of 2023, 22802, 22804, 22806, 22808, 22810 to
22815, 22817 to 22835, 22837, 22838, 22844, 22845, 22847, 22848, 22849,
22869, 22878 & 22880 of 2023

Cont.A. No. 8 of 2023 & Batch

1. Rajesh Lakhoni
Chairman,
Tamil Nadu Electricity Generation and Distribution
Corporation Ltd.,
No.144, Anna Salai, Chennai 2.
 2. K. Mozhiarasi
Chief Engineer (Personnel)
Tamil Nadu Electricity Generation and Distribution
Corporation Ltd.,
No.144, Anna Salai, Chennai 2.
 3. G. Sadhasivam
Superintending Engineer,
Tamil Nadu Electricity Generation and Distribution
Corporation Limited
Cuddalore
- ... Appellants



Cont.A.Nos. 8 to 22 of 2023

Vs.

1. A. Venkatesan

2. M. Murugan

... Respondents

Prayer: Contempt Appeal filed under Section 19(1) of Contempt of Court Act, 1971 to set aside the order in sub Application (OS) 308 in Cont.P No.1587 of 2011 dated 07.08.2023.

In all Contempt Appeals

For Appellants : Mr. Ananda Gopalan

For Respondents : Mr. N. Suresh

COMMON JUDGMENT

(Delivered by **SUNDER MOHAN, J.**)

The above Contempt Appeals have been filed seeking to set aside the orders passed in Sub Applications in Contempt Petition No.1587 of 2011 dated 07.08.2023, by which, the learned Single Judge of this Court reopened the Contempt petitions.

2. There are 75 respondents in all these Contempt Appeals. Initially, when a similar issue arose, the appellants had entered into a settlement agreement with certain similarly placed employees. The sample settlement agreement reads as follows:



"TERMS OF SETTLEMENT

1. *The Management of TANGEDCO agrees to pay a lumpsum payment of Rs.8,00,000/- (Rupees Eight Lakhs), to Thiru V. Ramachandran solely with a view to give a quietus to the long pending litigation, without admitting any of its liabilities and without prejudice to its rights.*
2. *Thiru.V. Ramachandran agrees to receive the lumpsum payment of Rs.8,00,000/- (Rupees Eight lakhs) offered by TANGEDCO Management as full and final settlement for the purpose of closing the Contempt Petition No.1231 of 2011 and the order of the High Court dated 12.08.2022 in the Contempt Petition. However, he reserves his right to pursue other legal remedies that may be permissible.*
3. *The above amount agreed to be received by Thiru.V.Ramachandran towards the amount ordered by the Hon'ble Madras High Court and the same is received in full and final as ordered by the Court. By receiving the above payment, the worker shall not be estopped to pursue his legal remedies for the purpose of posting pursuant to the absorption order dated 28.02.2020 and the Management shall also have all the rights to defend the same in accordance with the law.*
4. *Thiru V. Ramachandran further agrees for the closing of the Contempt Petition No.1231 of 2011 filed by him*



before the Hon'ble Madras High Court, and the Management agrees to pay a sum of Rs.8,00,000/- on 29.08.2022 before the Hon'ble High Court and payment in compliance with the order dated 12.08.2022 and 26.08.2022 in Contempt Petition No.1231 of 2011."

3. Pending the above Contempt Appeals, the appellants filed an affidavit of Undertaking stating that the appellant is willing to pay a sum of Rs.8,00,000/- to each of the respondents and enter into a similar settlement agreement, as extracted above.

4. When this Court listed the matter for compliance, learned counsel for the respondents submitted that the appellants had paid Rs.8,00,000/- to each of the 50 out of the 75 employees and obtained receipts from them and that the terms of settlement were not similar to the earlier settlement. When we pointed out this to the learned counsel for the appellants, he fairly conceded that the wordings in the receipts obtained by the appellants from the fifty employees are different from the terms of settlement entered into between the other employees earlier and sought to justify the same. However, we suggested that, in view of the Affidavit of Undertaking filed on



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behalf of the appellant and in order to ensure parity, the respondents herein also would be entitled the same terms of settlement. Thereafter, 11 respondents entered into a settlement agreement similar to the earlier settlement agreement in Contempt Petition Nos. 1223 to 1303 of 2011 and received a sum of Rs.8,00,000/- each.

5. Out of seventy five respondents, nine did not pursue their claim, four are no more and the respondent in Contempt Appeal No.8 of 2023 could not be traced and out of the remaining sixty one employees, fifty employees received Rs.8,00,000/- each and signed the receipt in Tamil and the remaining eleven also received Rs.8,00,000/- each and signed the Settlement Agreement, as stated above. The learned counsel for the appellants also fairly conceded that though the fifty employees have signed a different receipt, they would also be entitled to the same benefit which is incorporated in the terms of settlement which we have extracted above.

6. Recording the said submission, we make it clear that all the sixty one employees, whether they have signed the receipt or terms of settlement,



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shall be governed in terms of the sample Settlement Agreement, which we have extracted above. It is also made clear that the legal heirs of the 4 employees, who are no more, would be entitled to claim Rs.8,00,000/-.

7. In view of the settlement arrived at between the parties, all the Contempt Appeals stand closed. Consequently connected CMPs are also closed.

[M.S.R., J] [S.M., J]
12.03.2024

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Index : Yes / No

Neutral Citation : Yes / No



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