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W.P.No.30952 of 2022

**IN THE HIGH COURT OF JUDICATURE AT MADRAS**

DATED : 12.06.2024

CORAM :

**THE HON'BLE MR.JUSTICE D.BHARATHA CHAKRAVARTHY**

W.P.No.30952 of 2022

K.Venkatesan

.. Petitioner

**Versus**

The Managing Director,  
Metropolitan Transport Corporation,  
Anna Salai, Pallavan Illam,  
Chennai - 600 002.

.. Respondent

**Prayer :** Writ Petition filed under Article 226 of the Constitution of India, pleaded to issue a Writ of Mandamus to direct the respondent to revise the basic pay of the petitioner from the date of reinstatement on 18.01.2020 as per Lok Adalat Award, dated 09.03.2019.

For Petitioner : Mr.S.T.Varadarajalu

For Respondent : Mr.A.Vinoth Raja,  
Standing Counsel

**ORDER**

The prayer made in the Writ Petition is to direct the respondent to revise the basic pay of the petitioner from the date of reinstatement on 18.01.2020 as per the Lok Adalat award, dated 09.03.2019.



W.P.No.30952 of 2022

WEB COPY

2. When the matter is taken up for hearing today, the learned Counsel for the respondent submits that the respondent Corporation is ready to implement the Lok Adalat award, but, the petitioner is wrongfully claiming back-wages for the entire period.

3. On a perusal of the Lok Adalat award, it can be seen that the joint memo of compromise has been recorded and the award is passed in terms thereof. The same reads as hereunder :-

" 2. Today, both the petitioner and the first respondent are present and represented that they have entered into a compromise with respect to the dispute between them. They have also filed a joint memo of compromise dated 09.03.2019 to that effect. For better appreciation, the relevant portion of the compromise memo is extracted hereunder:

"It is humbly submitted that Mr.K.Venkatesan, the 1st respondent herein was dismissed from service for absence on 12.01.2009. As the common dispute was pending as he is the concerned workman, the petitioner sought approval for the dismissal before the Joint Commissioner of Labour in A.P.No.533 of 2011. The Hon'ble authority by an order dated 31.07.2013 rejected the approval filed by the petitioner. Against the rejection order the petitioner filed W.P.No.18926 of 2016. It is pending before the High Court, Madras.

It is submitted that the above writ petitions W.P.No.18926 of 2016 was posted before Mega Lok Adalat for settlement on 09.03.2019. The 1st respondent workman



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W.P.No.30952 of 2022

agrees to forego entire back wages for the non employment period from 12.01.2009 to till today on condition that he is given reinstatement with continuity of service with 12(3) settlement benefits. The 1st respondent workman agrees to pay employer's PF contribution without interest to the PF trust for the above non employment period. The petitioner management agrees for the term put forth by the 1st respondent workman. With the above term the settlement is arrived by both the parties."

3. In terms of the aforesaid joint memo of compromise entered into between the petitioner and the first respondent, this writ petition is disposed of. The petitioner is directed to reinstate the first respondent with continuity of service without backwages for the non-employment period, within a period of four weeks from today i.e., 09.03.2019. There is no order as to costs. Consequently, connected Miscellaneous Petition stands closed."

Therefore, it can be seen that the petitioner had agreed to forgo back-wages till the date of the Lok Adalat award i.e., till 09.03.2019 and the respondent Corporation has to reinstate the petitioner into service with all continuity of service and other benefits. Therefore, there is no confusion in the terms of compromise.

4. When the respondent Corporation is ready to implement the Lok Adalat award as per the terms of compromise, this Writ Petition is disposed of as under :-



W.P.No.30952 of 2022

WEB COPY

(i) It is stated that the petitioner is already reinstated into service.

Therefore, the respondent is directed to fix the pay of the petitioner with continuity of service as per the terms of the joint memo of compromise and accordingly, grant him all the benefits in the matter of pay and the back-wages shall be paid with effect from 09.03.2019;

(ii) The said exercise shall be done by the respondent within 12 weeks from the date of receipt of a copy of this order and the arrears, if any, payable, shall also be paid within the said period;

(iii) There shall be no order as to costs.

12.06.2024

Neutral Citation : no  
grs

To

The Managing Director,  
Metropolitan Transport Corporation,  
Anna Salai, Pallavan Illam,  
Chennai - 600 002.



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**D.BHARATHA CHAKRAVARTHY, J.**

grs

W.P.No.30952 of 2022

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