



W.P.No.2646 of 2021

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 21.02.2025

CORAM :

THE HONOURABLE MR. JUSTICE M. DHANDAPANI

W.P.No.2646 of 2021

and

W.M.P.No.2961 of 2021

The Management,
Guindy Machine Tools Ltd.,
No.214, Velachery Tambaram Main Road,
Pallikaranai, Chennai – 600 100,
Rep. by its Personnel Manager

... Petitioner

Vs.

R.Jegan

... Respondent

Prayer : Writ Petition filed under Article 226 of the Constitution of India for issuance of a Writ of Certiorari, to call for the records and quash the award dated 17.12.2020 passed in I.D.No.120/2019 by the Presiding Officer, Labour Court, Kanchipuram.

For Petitioner : Mr.S.Sankar
for M/s.Gupta and Ravi

For Respondent : Mr.T.N.Sugesh



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ORDER

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This Writ Petition has been filed by the petitioner seeking for issuance of a Writ of Certiorari, to call for the records and quash the award dated 17.12.2020 passed in I.D.No.120 of 2019 by the Presiding Officer, Labour Court, Kanchipuram.

2. The case of the petitioner is that, it is a company engaged in the manufacture of machine tools and in line with the system followed in the factory, the respondent was appointed as a Apprenticeship Trainee vide order dated 09.05.2011, for a period of two years. During the period of training, the candidate was imparted training about the activities of the company in general and the company prepared the apprenticeship trainee for being taken on probation. Similar arrangement was made in the case of respondent also. It is to be stressed that based on satisfactory completion of probationary period, decision is taken either to extend the probation and in the event of unsuccessful completion of probation during the extended period of probation, the services of the probationer are terminated. The respondent was engaged as a probationer vide order dated 09.05.2013. Since the respondent's performance during the period of probation was not found to be satisfactory, his probationary period

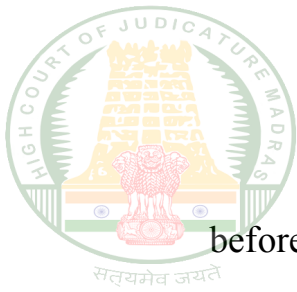


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was extended by six months vide order dated 07.05.2014. Later, on finding that his performance during the extended period was still not found to be satisfactory, by virtue of the terms of the appointment order the respondent was terminated from services vide order dated 07.11.2014. Thereafter, the respondent raised an Industrial Dispute in I.D.No.120 of 2019 before the learned Labour Court, Kanchipuram and the Labour Court passed an award dated 17.12.2020 allowing the I.D. and directed the petitioner management to reinstate with 100% backwages, continuity of service and all other benefits. Challenging the same, the present writ petition is filed.

3. During the pendency of this writ petition, upon considering the fact that there are chances of settlement in this mater, this Court referred the matter to Tamil Nadu Mediation and Conciliation Centre attached to this Court vide order dated 05.11.2024.

4. When the matter is taken up for hearing today, learned counsel appearing for the parties submitted that, pursuant to order passed by this Court, the parties have arrived at settlement and to that effect, mediation report along with settlement agreement dated 13.02.2025 has been filed



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before this Court, which has been signed by the petitioner and the respondent and also by the learned counsel for the parties.

5. The settlement agreement entered between the parties dated 13.02.2025 is extracted herein:



SETTLEMENT AGREEMENT

This **Settlement Agreement** entered into on 13/02/25 between

The Management
Guindy Machine Tools Ltd.,
No.214, Velachery Tambaram Main Road
Pallikaranai, Chennai – 600 100.
Rep by its Personnel Manager

R.Jegan
No.13, Palandi Amman Kovil Street
Pallikaranai,
Chennai – 600100.



...Petitioner

....Respondent

WHEREAS

1. Disputes and differences had arisen between the parties hereto and the petitioner / first party filed W.P.No.2646 of 2021 on 03/02/21 before the Hon'ble High Court of Madras against the award passed by the Hon'ble Labour Court on 17/12/2020 in I.D.No.120 of 2019 directing reinstatement of the Respondent/ second party with back wages.
2. The matter was referred to Mediation / Conciliation vide an order dated 05/11/2024 passed by the Hon'ble *Mr. Justice D. Bhagath* *Chakravartay.*
3. The parties agreed that M.Mohamed Ismail would act as their Mediator / Conciliator.
4. Several meetings were held during the process of Mediation / Conciliation from 11/11/2024 to 13/02/2025 and the parties have with the assistance of the Mediator / conciliator voluntarily arrived at an amicable solution resolving the above-mentioned disputes and differences.
5. The parties hereto confirm and declare that they have voluntarily and of their own free will arrived at this Settlement Agreement in the presence of the Mediator/ Conciliator.
6. The following Settlement has been arrived at between the parties hereto:-

For GUINDY MACHINE TOOL LIMITED

H.J. Vinodhkumar
13/02/25
H.J. VINODHKUMAR
PERSONNEL MANAGER

R. Jegan
13/2/25



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A.Challenging the termination order the employee raised an industrial dispute which was taken on file of the labour court as I.D.No.120 of 2019.

B.The labour court passed an award on 17/12/2020 directing reinstatement with backwages. Challenging the award dated 17/12/20 the management has filed W.P.No.2646 of 2021.

C.The management hereby agrees to pay a sum of **Rs.5,00,000/-** to the employee in full and final settlement of all his claims including terminal benefits and claim made by the Respondent in **I.D.No.120 of 2019** by way of Demand Draft No.529859 dated 10/02/2025 drawn on State Bank of India, SME Branch, Guindy Chennai.

D.The employee agrees to receive the sum of **Rs.5,00,000/-** in full and final settlement of all his claims /arising out of the termination order dated 07/11/2014 issued to him including the claim made in I.D.No.120 of 2019 and **W.P. No.2646 of 2021** and terminal benefits.

E.Both the parties agree to file a copy of the settlement in the pending W.P. No.2646 of 2021 and request the Hon'ble Court to take the settlement on file and pass appropriate order in **W.P. No.2646 of 2021** and thereby render justice.

7. By Signing this Agreement the Parties hereto state that they have no further claims or demands against each other with respect to the award passed in **I.D.No.120 of 2019** and **W.P.No.2646 of 2021** and all disputes and differences in this regard have been amicably settled by the parties hereto through the process of conciliation / Mediation.

Date: 13/02/2025

PARTIES' SIGNATURE: (Petitioner)

H.J. VINODHKUMAR
PERSONNEL MANAGER

(Respondent)

COUNSEL'S SIGNATURE : (Petitioner)

(Respondent)



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6. Accordingly, this Writ Petition is disposed of in terms of the settlement agreement dated 13.02.2025 and the same shall form part and parcel of the records. No Costs. Consequently, the connected writ miscellaneous petition is closed.

21.02.2025

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

The Presiding Officer, Labour Court, Kanchipuram.



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M.DHANDAPANI, J.

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21.02.2025