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WP No. 27016 of 2019



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 17-02-2026

CORAM

THE HONOURABLE MR.JUSTICE D.BHARATHA CHAKRAVARTHY

WP No. 27016 of 2019

- 1.Jagadeesh (Deceased)
- 2.J.Narmadha
- 3.M.J.Gopalakrishana
- 4.M.J.Swathi

(P2 to P4 are substituted as Lr's of
deceased P1, as per order dated 04.04.2024
in W.M.P.No.8752 of 2024
in W.P.No.27016 of 2019 by DNRJ)

...Petitioners

Vs

The Management
T.D.I. International India Private Ltd.,
No.42, Rani Jansi Road,
New Delhi – 110 055.

...Respondent

For Petitioner(s) : M/s.T.Ramkumar

For Respondent(s) : No appearance

ORDER

Today, the matter is listed under the caption “For Being Mentioned”.

2. It is submitted by the learned counsel for the petitioner that in the cause title portion of the order, third petitioner name has been left out. Hence, the same is corrected as follows:

“1.Jagadeesh (Deceased)

2.J.Narmadha

3.M.J.Gopalakrishana

4.M.J.Swathi”



D.BHARATHA CHAKRAVARTHY, J.

3. Hence, the Registry is directed to carryout necessary correction and issue the corrected order copy to the parties.

17.02.2026

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W.P.No.27016 of 2019



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WP No. 27016 of 2019



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 10-12-2025

CORAM

THE HONOURABLE MR.JUSTICE D.BHARATHA CHAKRAVARTHY

WP No. 27016 of 2019

1.Jagadeesh (Deceased)

2.J.Narmadha

3.M.J.Swathi

(P2 to P4 are substituted as Lr's of
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...Petitioners

Vs

The Management

T.D.I. International India Private Ltd.,

No.42, Rani Jansi Road,

New Delhi – 110 055.

...Respondent

PRAYER:- Writ Petition filed under Article 226 of the Constitution of India, pleaded to issue directions, orders, writs in particular a Writ of Certiorarified Mandamus, calling for the records in connection with the award pronounced in I.D.No.31 of 2008 dated 02.08.2018 and quash the same and direct the respondent Management to reinstate the petitioner in service with full back wages, continuity of service with all other attendant benefits.

For Petitioner(s) : M/s.T.Ramkumar

For Respondent(s) : No appearance

ORDER

The original Writ Petitioner / Workman involved in this case, namely M. Jagadeesh, died on 29.01.2022, and his LR's are brought on record as the current petitioners herein. The deceased Jagadeesh will be referred to as the



workman, and the respondents will be referred to as the Management in this judgment.

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2. The workman raised a dispute before the conciliation officer, aggrieved by his non-employment. On 29.10.2007, the conciliation officer submitted a failure report. Thereafter, the petitioner filed a claim petition in I.D.No.31 of 2008 under Section 2 A(2) of the erstwhile Industrial Disputes Act, 1947.

3. The case of the workman is that he joined the service of the respondent / Management with effect from 12.10.1994 as an Electrician and thereafter was further promoted as Trolley Supervisor. Even though it is called a Supervisor, it does not involve any supervisory function, and the petitioner was a workman. In this context, the salary granted to the petitioner was very low, and he has been making representations dated 13.12.2002, 24.01.2003, 18.03.2003 and 23.03.2003 to the Management for increasing the salary. Enraged by the same, without any enquiry or show-cause notice whatsoever, the petitioner was suddenly stopped from work with effect from 13.03.2006. Therefore, the claim petition is filed to set aside the non-employment and to reinstate him with all continuity of service and backwages.

4. The claim petition was resisted by the Management. The employment from the period 01.04.1997 till 10.03.2006 was admitted by the Management. It is stated that since the job was coterminous with the contract that the



Management had with the Airport Authority of India and since the said contract stood terminated in the year 2004, the relationship between the workman and Management ceased to exist. Under the said circumstances, on 13.02.2006, the workman submitted a resignation for better prospects. The workman thereafter also submitted forms for receiving his Employees Provident Fund dues and he has also received the same. Belatedly by way of an abuse of process of law, this claim petition is filed.

5. The Management also filed an additional counter-statement, detailing the transactions with the Provident Fund Authorities, the forms submitted by the workman, and the handwritten letter submitted to the workman to the Provident Fund Authorities. The workman also filed a rejoinder. He stated that he never submitted any resignation and that even the Airport entry pass was surrendered only for renewal, as per his letter dated 13.02.2006, and therefore the Management was trying to build a false case.

6. Before the Labour Court, the workman was examined as W.W.1, and Ex.W1 to Ex.W18 were marked. On behalf of the Management, one N.Vinod Kumar was examined as M.W.1, and Ex.M1 to Ex.M5 were marked. The Labour Court considered the case of the parties. It framed the first question as to whether the workman was terminated or had himself resigned from the job. After considering the exhibits filed on behalf of the Management, it answered



the question in favour of the Management, holding that the workman had resigned from the job and was not terminated. It framed the second question as to what relief shall be granted and found that the employment itself was coterminous with the contract and, the contract itself being over, no relief could be granted, and dismissed the claim, as against which the present Writ Petition is filed.

7. Heard the learned counsel for the petitioner and perused the material records of the case. Though notice was served on the respondent / Management, there is no appearance on its behalf.

8. It is the contention of the learned counsel for the petitioner that the Management failed to prove that the contract was terminated by the Airports Authority of India, and that, solely on the basis of the Management's mere pleading, the trial Court held that the contract was terminated by the Airports Authority of India. Secondly, the employment cannot be coterminous, as it continued beyond the seven-year period specified in the appointment order. With reference to the termination, the learned counsel would submit that, firstly, the Management did not produce the original of the resignation letter. Perusal of the photocopy shows that it is highly doubtful whether such a letter would have been given by the workman. Secondly, after his non-employment due to his circumstances, the workman submitted a form and received the provident fund dues. That does not in any manner validate the Management's illegal action. No



evidence whatsoever has been produced to support acceptance of the resignation. Finally, the workman has produced evidence to disprove the Management's case, in the form of Ex. W12, a letter from the workman surrendering his identity card for renewal. If the workman had resigned, the letter would have stated that, since he had resigned, he was surrendering the pass. The said letter was put to the Management witness, and M.W.1 admitted the veracity of the said letter, whereas the Labour Court gave a perverse finding as if the veracity of the said letter cannot be vouched for. Therefore, the Labour Court erred in dismissing the claim petition.

9. I have considered the submissions made by the learned counsel for the petitioner. I have also perused the original records that were summoned from the Lower Court. With reference to the question whether the petitioner was terminated or he resigned, it is the case of the Management that the petitioner resigned from service. In support thereof, the photocopy of the resignation letter was marked as Ex.M3. It is true that the forms submitted by the petitioner to the Provident Fund Authority are also marked as Ex.M4. It is stated in the said form that the reason for the discontinuation of employment is for better prospects. As to the handwritten letter submitted, it does not state any reason for resignation and only requests that the Provident Fund Authorities expedite payment. In this context, the workman contends that, faced with dire straits, he was compelled to make an application at least to obtain a refund of the Provident Fund amount, as he was the sole breadwinner for his family, consisting of his wife and two



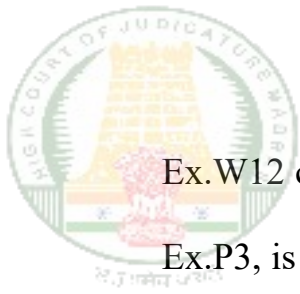
children.

10. In this context, it is to be noted, firstly, that the original of the resignation letter was never produced by the Management. Secondly, if the resignation letter was given on 13.02.2006 and accepted by the Management, no communication or order is produced to that effect. Further, whether the resignation was accepted with immediate effect or the petitioner was to work for the notice period, etc., is neither pleaded nor supported by any documents.

11. On the contrary, it can be seen that the petitioner was being periodically given the entry pass to the Airport. The exit and entry pass copy dated 17.02.2006 was marked as Ex.W11, and it can be seen from the same that the pass was granted on 17.02.2006 and it was to expire on 16.03.2006. In this context, Ex.W12 is a letter written by the workman surrendering his pass for the purpose of renewal. Therefore, it can be seen that the Management conveniently obtained the pass of the workman by representing that it was going to renew it and suddenly terminated the workman from service. As a matter of fact, it must be seen that the question was specifically put to M.W.1 and M.W.1 answered as follows:

“ தொழிலாளர் சான்று ஆவணம் 12 renewal — காக வழங்கிய கடிதம்
என்றால் சரிதான் ”,

Therefore, the letter is admitted by the Management witness himself. In view of the same, I am of the view that the finding of the Labour Court that



Ex.W12 cannot be relied upon, and on the contrary, relying on the photocopy of Ex.P3, is absolutely unsustainable and is totally against the reading of the whole evidence on record.

12. Secondly, as far as the second question is concerned, the appointment order given to the workman is marked as Ex.M1, and it is relevant to extract clause 1 of the said order, which reads as follows:

“1 That your employment is purely against our contract No.COM/919/3.2/95/502 dated 15.02.1996 with the Airport Authority of India which is for free supply of trolleys along with provision for Retrieval and Maintenance of baggage Trolleys at International Airports of IAD, in lieu of grant of advertisement rights and will be co-terminus with the said contract. However, the period can be shortened or extended depending upon the termination of the said contract before the expiry of 7 years or extension thereof beyond the said period.”

13. Though the said order makes the employment as coterminous or up to the period of expiry of seven years, it can be seen that the seven-year period expired in the year 2004 itself, and thereafter, the workman was continued in the employment. Therefore, the said coterminous clause worked itself out. There was no separate contract, again making the employment coterminous. The Management's further assertion that the contract was terminated in 2007 is not supported by any evidence. Therefore, the second finding of the Labour Court also borders on perversity and as such the award impugned in the Writ Petition is liable to be set aside.



14. Considering the relief that has to be granted, it is evident that the workman died on 29.01.2022, and the legal heirs are now contesting this Writ Petition. The period of his employment, from 1994 until his non-employment in 2006, i.e., about 12 years, is taken into consideration. Even after his resignation, no gratuity amount was paid. After approximately 12 years, the employee was left out with no benefits. Considering the overall facts and circumstances of the case, instead of granting reinstatement or back wages, it would be sufficient that one-time lump-sum compensation be directed to be paid to the petitioners herein, who are the legal heirs of the workman. The last drawn wages was Rs. 4,005/-. 39 months wages comes to Rs. 1,56,195/-. By giving a marginal addition towards future prospects, the same can be Rounded off to Rs. 2,00,000/-.

15. In view thereof, this Writ Petition is allowed on the following terms:-

- i) The impugned award dated 02.08.2018 in I.D.No.31 of 2008, passed by the II Additional Labour Court, Chennai is set aside;
- ii) The respondent management is directed to pay the petitioners a sum of Rs. 2,00,000/- within a period of 8 weeks from the date of receipt of the copy of this order, failing which the respondent management shall pay the same with 9% interest per annum from the date of this order;
- iii) No costs.

10.12.2025



Neutral Citation: Yes/No

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