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W.P.No.13551 of 2023

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 28.02.2025

CORAM :

THE HONOURABLE MR. JUSTICE M. DHANDAPANI

W.P.No.13551 of 2023
and
W.M.P.No.13226 of 2023

The Banyan, K.V.Kishore Kumar (Director),
6th Main Road,
Mogappair West,
Chennai – 37.

... Petitioner

Vs.

Danya Ravikumar

... Respondent

Prayer : Writ Petition filed under Article 226 of the Constitution of India for issuance of a Writ of Certiorari, calling for the records in O.P.No.138 of 2016 on the file of the learned III Additional Labour Court, Chennai and quash the award dated 25.11.2022.

For Petitioner : Mr.D.Abdullah

For Respondent : Mr.P.G.Thiyagu



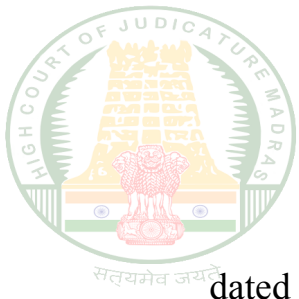
W.P.No.13551 of 2023

WEB COPY

ORDER

This Writ Petition has been filed by the petitioner seeking for a Writ of Certiorari, to call for the records in O.P.No.138 of 2016 on the file of the learned III Additional Labour Court, Chennai and quash the award dated 25.11.2022.

2. The case of the petitioner is that, it is a Non Governmental Organization (NGO) providing shelter and treatment to the homeless and mentally ill patients. It runs its activities on donations, sponsors and government aid on certain projects. The respondent was in-charge of the day care centre at K.K. Nagar and the day care centre was closed after Covid lockdown on 05.08.2020. The respondent was discharging her duties properly and she was warned about poor performance vide letter dated 05.06.2015 and she was given two months time to improve performance. However, the respondent did not improve her performance, thereby, she was terminated from employment vide letter dated 24.09.2015. Thereafter, the respondent raised an Industrial Dispute in I.D.(OP).No.138 of 2016 seeking reinstatement before the learned III Additional Labour Court, Chennai and the Labour Court passed an award



W.P.No.13551 of 2023

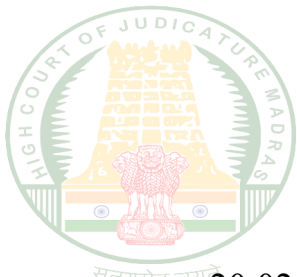
WEB COPY

dated 25.11.2022, holding that the respondent is entitled for relief of reinstatement either at Kovalam or Mogappair Centre with 50% backwages from the date of termination till the date of award, however, not entitled for attendant benefits 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 matter, this Court referred the matter to Tamil Nadu Mediation and Conciliation Centre attached to this Court vide order dated 18.11.2024.

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 20.02.2025 has been filed 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



W.P.No.13551 of 2023

20.02.2025 is extracted herein:

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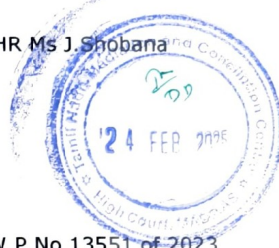
SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT entered into on the 20th day of February 2025
between

The Banyan Rep by its Assistant Director- HR Ms J. Shobana

and

Ms. K.Danya Ravikumar



WHEREAS

1. The Petitioner had filed the writ petition in W.P.No 13551 of 2023 was filed on 20.04.2023 before the Hon'ble Madras High Court, against the award of the III Labour Court, Chennai passed in O.P.No.138 of 2016, granting reinstatement in employment and 50% back wages to the Respondent/workman.
2. The matter was referred to mediation / conciliation vide an order dated 18.11.2024 passed by His Honourable Mr.Justice D.Bharatha Chakravarthy.
3. The parties agreed that _____ would act as their Mediator/Conciliator
4. Several meetings were held during the process of Mediation/Conciliation from 26.11.2024 to 13.02.2025 and the parties have with the assistance of the Mediator/ Conciliator voluntarily arrived at an amicable settlement 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 the Settlement Agreement in the presence of the Mediator/Conciliator.
6. The following settlement has been arrived at between the Parties hereto:
 - a) Ms.Danya Ravikumar accepts that the cessation of employment that took place on 24.09.2015 and agrees that her employment with the Employer ended on the said date.

K. Danya Ravikumar

J. Shobana



W.P.No.13551 of 2023

WEB COPY

- b) Ms. Danya Ravikumar, hereby relinquishes the award of the III Additional Labour Court, Chennai, dated 25.11.2022 passed in O.P.No.138 of 2016 in its entirety and agrees to receive the sum of Rs.8,00,000/- (Rupees eight Lakhs only) in full and final settlement of all her claims, statutory or otherwise, including gratuity in lieu of the reinstatement and 50% back wages under the award of the III Additional Labour Court, Chennai, dated 25.11.2022 passed in O.P.No.138 of 2016.
- c) The Employer has paid the sum of Rs.8,00,000/-(Rupees eight Lakhs only) in the following manner
- i) The employer had deposited the sum of Rs. 4,12,566/- (Rupees Four Lakhs twelve thousands five hundred and sixty six only) to the credit of O.P.No. 138 of on 06.06.2023 as per the directions of the Hon'ble High Court, while staying award, by order dated 28.04.2023 in W.M.P.No.13226 of 2023 in W.P.No.13551 of 2023, that the management agrees that the workman can withdraw the said sum of Rs.4,12,566/- (Rupees Four lakhs twelve thousands five hundred and sixty six only) with accrued interest till the date of withdrawal.
- ii) The Employer pays the balance sum of Rs.3,87,434/- (Rupees Three lakhs eighty seven thousands four hundred and thirty four only) to Ms.Danya Ravikumar by way of Demand Draft, bearing No.032645 dated 17.02.2025 drawn on Axis Bank , Mogappair branch in the name as K.Danya in full and final settlement of all her claims, including Gratuity, as set out in the clause above.
- d) Ms.Danya Ravikumar admits, acknowledges the receipt of Rs.8,00,000/- (Rupees Eight Lakhs only) in the above manner and discharges the Employer fully from giving her reinstatement in employment and from paying any further sums, benefits, contractual or statutory, including gratuity.



W.P.No.13551 of 2023

WEB COPY

- e) In view of the full and final settlement reached, Ms.Danya Ravikumar undertakes not to claim any of the benefits based on the award dated 25.11.2022 passed in O.P.No.138 of 2016, by the Hon'ble III Additional Labour Court, Chennai that she had relinquished under this settlement.
- f) Both parties agree to file this settlement in W.P.No.13551 of 2023 filed by the Management and seek for an order in terms of this settlement.
- g) By this Settlement, there is no relationship between the parties and both parties have no claims whatsoever against each other. Parties agreed to the above terms of Settlement.
7. By signing this Agreement, the Parties hereto state that they have no further claims or demands against each other with respect to O.P.No.138 of 2016 and all other disputes and differences in this regard have been fully and finally settled by the Parties hereto through the process of Conciliation / Mediation.

DATE: 20.02.2025

PARTIES SIGNATURE

: Petitioner/
Employer

K. Danya S.
Respondent/
Workman

COUNSELS SIGNATURE

: Petitioner/
Employer

K. Velupillai
Respondent/
Workman





W.P.No.13551 of 2023

WEB COPY

6. Accordingly, this Writ Petition is disposed of in terms of the settlement agreement dated 20.02.2025 and the same shall form part and parcel of the records. No Costs. Consequently, the connected writ miscellaneous petition is closed.

28.02.2025

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

The III Additional Labour Court, Chennai.



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W.P.No.13551 of 2023

M.DHANDAPANI, J.

sp

W.P.No.13551 of 2023

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