



WEB COPY



W.P.No.17215 of 2021

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated :10.06.2025

CORAM

THE HONOURABLE Ms. JUSTICE P.T. ASHA

W.P.No.17215 of 2021

and

W.M.P.No.18227 of 2021

M/s. State Express Transport Corporation,
represented by its Managing Director,
Chennai – 600 002.

... Petitioner

VS-

P. Thirupathi

... Respondent

Prayer: Writ Petition filed under Article 226 of the Constitution of India praying to issue a Writ of Certiorari calling for the records relating to the Order dated 11.11.2019 passed by the Presiding Officer, Principal Labour Court, Chennai in C.P. No. 168 of 2014 and to quash the same as illegal.

For Petitioner : Mr. K. Kathiresan

For Respondent : Mr. D. Soundar Raj



W.P.No.17215 of 2021

ORDER

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The parties had been referred to Mediation and it appears that they have entered into a Memorandum of Settlement dated 28.04.2025 signed by both the parties and their respective counsels.

2. The following are the terms of settlement.

“A) Principal Labour Court, Chennai computed the back wages of Rs.12,91,347/- in [C.P.No.](#) 168 of 2014 dated 11.11.2019 and Rs.15,89,919/ in C.P.No.109 of 2020 dated 26.04.2022 with 9% interest (Rs.3,93,500/-).

The total amount is Rs.32,74,766/-

B) Respondent agrees to give up the claim of 9% interest amount of Rs.3,93,500/-

(i) To recover towards E.P.F, F.P.F, L.W.F, R.B.F, F.B.F, S.M.F, [R.B.F.Int](#), IT and a sum of Rs.5,07,474/- (towards his Provident Fund contribution for the period from 01.05.1998 to 20.10.2007 with interest). After the above recovery, the balance amount of settlement comes to Rs.4,00,000/- for the respondent.



WEB COPY



W.P.No.17215 of 2021

(ii) Respondent also agrees to receive only Rs.4,00,000/- (Rupees Four Lakhs only) from the petitioner as full and final settlement as per the calculation of the respondent and the petitioner.

C) Petitioner agrees and allow the respondent to withdraw a sum of Rs.6,45,674/- deposited in the Labour Court along with interest deposited on the file of C.P.No.168 of 2014 Principal Labour Court, Chennai.

D)The respondent herein has received the above said balance amount of Rs.4,00,000/(Rupees Four Lakhs only) vide SBI Bank Cheque.No.330424 dated 28.04.2025 from the petitioner towards full and final settlement.

7) By signing this agreement ,the respondent agrees not to file any other cases in any court of law.

8) Further by signing this Agreement, the parties state that they have no further dues or demands against each other with respect to W.P.No.17215 of 2021 against C.P.No.168 of 2014 and also C.P. No. 109 of 2020 and all



WEB COPY



W.P.No.17215 of 2021

disputes and differences in this regard have been amicably settled by the parties hereto through the process of Mediation."

3. The Memorandum of Settlement dated 28.04.2025 is taken on file and the Writ Petition is disposed of in terms thereof. The Memorandum of Settlement dated 28.04.2025 shall form part of the Order. There shall be no order as to costs. Consequently, connected miscellaneous petition is closed.

10.06.2025

Index: Yes/No
Speaking order/non-speaking order
Neutral Citation: Yes/No
srn

To,

The Presiding Officer,
Principal Labour Court, Chennai

P.T.ASHA, J.,

srn



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W.P.No.17215 of 2021
and W.M.P.No.18227 of 2021

10.06.2025