



W.P. No.18715 of 2022

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 12.08.2025

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THE HONOURABLE Mr. JUSTICE P.DHANABAL

W.P. No.18715 of 2022
and W.M.P. No.18085 of 2022

M/s. Vaigai Canteen Pvt. Ltd.,
represented by its Managing Director,
No.68, 5th Floor,
C.P. Ramasamy Road, Alwarpet,
Chennai - 600 018.

...Petitioner

Vs.

Venkatesan S/o. Vijayapillai

..... Respondent

PRAYER: Writ Petition is filed under Article 226 of Constitution of India,
praying to issue a Writ of Certiorari calling for the records relating to the
Award of the III Additional Labour Court, Chennai dated 17.06.2022 in O.P.
No.141 of 2021 and to quash the same.

For Petitioner : Mr. K. Rangesh

For Respondents : Mr. R. Thirumoorthy

ORDER

This Writ petition has been filed challenging the order passed by the III
Additional Labour Court, Chennai in O.P. No.141 of 2021 dated 17.06.2022,
wherein the respondent herein has raised an industrial dispute before the
Labour Court as against the termination order passed by the Management and
the same was allowed by directing the Management to reinstate the



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respondent with backwages for one year based on the last drawn salary with continuity of service. Aggrieved by the said order, the petitioner Management has filed the present Writ petition.

2. The short facts necessary to dispose the Writ petition are as follows:-

The respondent was working under the petitioner Management and during the lock down, he has not attended the duty and thereafter, he issued a notice for settlement of amount and thereafter, an amount of Rs.57,780/- was paid by the petitioner Management and thereafter, the respondent raised an industrial dispute alleging that he was orally terminated from service and he was not allowed to do work in the petitioner Management's Canteen. Since the conciliation proceedings were failed, the matter was referred to the Labour Court for adjudication and the Labour Court allowed the petition and directed the petitioner Management to reinstate the respondent into service with backwages and continuity of service along with other attendant benefits. Aggrieved by the said order, the present Writ petition has been filed by the Management.

3. The learned counsel appearing for the petitioner would submit that



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the respondent worked under the petitioner Management as a 'Kitchen Helper' and during COVID period from 25.03.2022, they were forced to shut down its

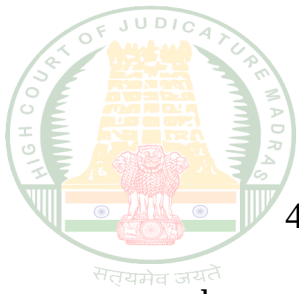
operations. Though relaxations in the lock down were announced periodically by the Government, the petitioner Management was unable to resume its operations in view of the fact that most of the industries with whom the petitioner was having contractual relationship, were situated in containment zones. The petitioner Canteen had started functioning only in the end of July 2020. While so, the respondent sent a letter to the Canteen on 04.06.2020 stating that he had approached the Management for employment during May 2020 i.e, during COVID period and the Management had replied to the letter, but not provided employment due to COVID lock down. While so, the respondent was orally informed to report back for duty after lifting of COVID lock down. Thereafter, the respondent did not report for duty and he was selling vegetables and fruits during COVID period by hiring a van. Thereafter, the respondent sent a letter to the Management on 15.09.2020 seeking full and final settlement from the petitioner including his gratuity. The petitioner Management treated the above said letter of respondent as a letter of resignation and remitted an amount of Rs.57,780/- as his terminal benefits including his gratuity entitlement to the respondent's bank account and intimated the same through a letter dated 28.09.2020. Thereafter, the



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respondent had resent the above letter in a empty cover. However, the respondent had not raised any objection and received his terminal benefits without any protest. Thereafter, the respondent had raised an industrial dispute before the Assistant Commissioner of Labour (Conciliation) by suppressing the above said facts and thereafter, the conciliation proceedings failed. After receipt of the terminal benefits to the tune of Rs.57,790/-, the respondent demanded huge sum of money as full and final settlement and raised the industrial dispute.

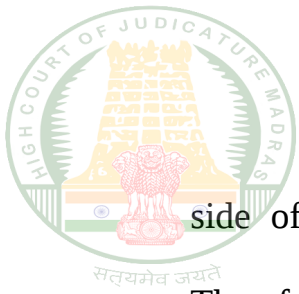
3.1. Before the Labour Court, the petitioner Management put forth their case, but the Labour Court failed to consider the above said facts and erroneously allowed the petition and directed the petitioner to reinstate the respondent with backwages and continuity of service. The Labour Court failed to consider that the respondent, at the first instance, sought for gratuity, full and final settlement, service certificate and relieving order from the petitioner Management and the respondent also discharged burden of proof establishing the allegation of illegal oral termination by the petitioner Management. The respondent only after receiving the gratuity amount raised this industrial dispute. By ignoring the above said facts, the order passed by the Labour Court is liable to be quashed.



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4. The learned counsel appearing for the respondent would submit that the respondent was employed as a 'driver' in the petitioner's Management in the month of July 2009. While so, in the last week of March 2020, the petitioner company was not able to continue its business during COVID-19 lock down and they instructed the respondent not to come for duty after 21.03.2020 and the petitioner company was reopened on 11.05.2020 to continue its business. However, they have not given any employment to the respondent. Thereafter, the respondent gave a detailed report to the Labour Officer and thereafter, the respondent sent a representation on 15.09.2020 by requesting the Management to settle its service benefits. Thereafter, the Management deposited a sum of Rs.57,780/- on his account and the same was intimated to him through a letter dated 28.09.2020. The petitioner has not paid the EPF contribution for the first two years from the date of joining in service and paid only the salary of Rs.15,250/-. At the time of termination, the petitioner Management closed the respondent's ESI and PF benefits only before 7 months to the eligible period of 19 1/2 months. Further they did not provide benefits such as bonus, medical insurance, LTA and leave wages. While so, all of a sudden they stopped to give work to the respondent and thereby, he raised an industrial dispute and before the Labour Court, the respondent was examined as a witness and marked Ex.W.1 to Ex.W.5. On the



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side of the Management, no witness was examined and marked Ex.M.1.

Therefore, the Labour Court after considering the evidences adduced on both sides, allowed the industrial dispute and directed the petitioner Management to reinstate the respondent into service with backwages and continuity of service. There is no perversity in the order passed by the Labour Court. Therefore, the Writ petition is liable to be dismissed.

5. This Court heard both sides and perused the materials available on record.

6. In this case, there is no dispute in respect of the relationship between the parties as 'employer' and 'workman'. According to the Writ petitioner, he was employed as a 'Kitchen Helper'. But according to the workman, he was employed as a 'driver'. In order to prove the case of the workman before the Labour Court, he was examined as WW1 and he deposed before the Court that he was appointed as a 'driver'. However, the Management gave him work as a 'kitchen helper'. Since the Management has not denied the capacity and status of the respondent as 'workman', the nature of the work is immaterial. However, the workman before the Labour Court categorically stated about the denial of employment to him. According to the petitioner Management, the respondent was orally instructed to join duty, but he did not report to duty.



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While so, it is the duty of the respondent to prove that he was terminated from service in accordance with law.

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7. According to the petitioner Management, the respondent himself left the work place and he sent a letter for settlement. The respondent also not denied the letter issued by him. Only because the respondent issued letter sought for settlement amount, it does not amount to voluntarily stopped his work. It is also admitted by both the parties that the workman has not worked from 23.02.2020. Further Ex.W.3, which is a reply letter sent by the Management, wherein it is stated that since the Canteen was closed due to COVID-19, they were unable to provide employment to the respondent as per his request dated 04.06.2020. Therefore, it shows that the respondent was denied employment.

8. When the workman entered into the witness box and deposed about his employment, there was no contra evidence adduced by the Management to rebut the said evidence. Therefore, the evidence of the workman is acceptable. It is true that there was no notice issued to the respondent and without any notice, he was denied work and thereby, it amounts to violation of statutory provisions under Section 25-F of the Industrial Disputes Act.



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Though the Management settled the gratuity amount by depositing the amount of Rs.57,780/- in the respondent bank account, nowhere the claim of the respondent was denied, when his service was terminated without following the procedures. Therefore, the Labour Court taking into consideration all these aspects, passed a well-reasoned order and there is no perversity or illegality in the order passed by the Labour Court and the Labour Court correctly ordered to reinstate the respondent with backwages for one year. However, the respondent was terminated from service in the year 2020, now after 5 years due to the strained relationship between the parties, it is not appropriate to order for reinstatement and in order to put an end to the litigation and considering the facts and circumstances of the case and the past service rendered by the respondent, it is appropriate to direct the petitioner Management to pay compensation and accordingly, a sum of Rs.2 lakhs is fixed as compensation to the respondent.

9. In the result, this Writ petition is ***partly allowed*** and the Award passed by the Labour Court is modified to the effect that the workman is entitled to the compensation of Rs.2 lakhs (Rupees Two Lakhs only) in lieu of reinstatement.

There shall be no order as to costs. Consequently, connected



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miscellaneous petition is closed.

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Index : Yes/No
Speaking order/non-speaking order
mjs

To

The Presiding Officer,
III Additional Labour Court, Chennai

P.DHANABAL, J.,

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