



WEB COPY

W.P.No.16289 of



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 04.06.2025

CORAM

THE HONOURABLE MR.JUSTICE MUMMINENI SUDHEER KUMAR

W.P.No.16289 of 2014

and

M.P.No.1 of 2014

1.L.Baby (Died)

2.Venkatesan

(*P2 is substituted as LR of deceased P1, L.Baby as per order dated 11.10.2017 in W.M.P.No.9537 of 2016)

... Petitioners

Vs.

1.The Chairman

Tamilnadu Electricity Board
144, Anna Salai
Chennai – 600002.

2.The Superintending Engineer

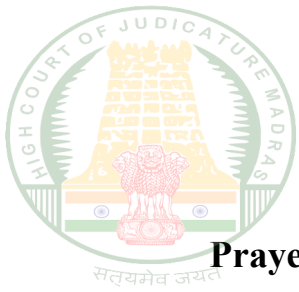
Tamilnadu Electricity Board
Dharmapuri Electricity Distribution Circle
Dharmapuri.

3.Dhanalakshmi (Deceased)

4.Balasubramaniyan

(*R4 substituted as LR of deceased R3)

... Respondents



Prayer: Writ Petition is filed under Article 226 of the Constitution of India, to issue a Writ of Mandamus directing the respondents 1 & 2 to pay the pensionary dues and also the monthly pension to the petitioner, due on the death of her husband B.M. Lakshmanan on 12-03-1992, forthwith.

For Petitioner	: Mr.K.Ranjith Kumar
For R1 & R2	: Mr.C.Manoharan Standing Counsel for TANGEDCO
For R4	: R.Sudharsan
R3	: Died

ORDER

This writ petition has been filed by the 1st petitioner namely L.Baby seeking writ of mandamus directing the respondents 1 & 2 to pay the pensionary dues and monthly pension due of her deceased husband Mr.B.M.Lakshmanan and family pension to the petitioner with effect from 12.03.1992.

2. The 3rd respondent herein is claimed to be the legally wedded wife of the deceased B.M.Lakshmanan, contested the claim made by the 1st petitioner herein. On the death of the 1st petitioner on 13.07.2015, the 2nd petitioner herein namely Mr.Venkatesan was brought on record. So also, the



3rd respondent also passed away, and accordingly, the 4th respondent herein was brought on record, being the legal heir of the 3rd respondent.

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3. During the pendency of this writ petition, this Court, by an order dated 18.03.2025, referred the matter to the Mediation Centre and accordingly, the matter was settled before the Mediation Centre and a report dated 28.04.2025, along with settlement agreement entered into between the 2nd petitioner and 4th respondent dated 15.04.2025 is placed before this Court. The terms of the said settlement, as described in paragraph No.8 of the settlement agreement read as under:

“8.During the pendency of this Writ Petition, the parties entered into this settlement agreement and decided to settle the case amicably on the following terms and conditions:

- i) The 2nd petitioner and the 4th respondent are the surviving sons of the deceased B.M.Lakshmanan and they are ready to receive the accrued pensionary benefits equally.*
- ii) The 2nd petitioner and the 4th respondent hereby undertake to receive the aforesaid amount towards full and final settlement of all claims, demand from the 1st and 2nd respondents. The 2nd petitioner and the 4th respondent agreed not to claim any amount or balance amount, being the subject matter of the above WP.*
- Iii) The 2nd petitioner and the 4th respondent agree that this Hon'ble Court pleased to allow the Writ petition in term of this joint memorandum of compromise.*
- iv) That the 2nd petitioner and the 4th respondent further*



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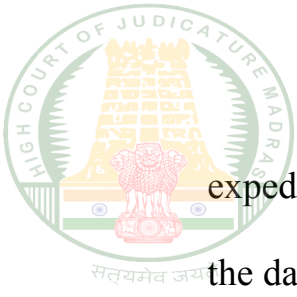
W.P.No.16289 of



agreed and confirms that after this settlement all monetary disputes or otherwise are settled between the parties and the First Party has foregone and waived off all claims (if any) against the SECOND PARTY and the SECOND PARTY stands discharged from any and all dues, claims, demands of whatsoever nature or any account.

v) The 2nd petitioner and the 4th respondent hereby declare and confirm that they have settled all their claims, disputes and demands against each other which is the subject matter of WP 16289 of 2014. The 2nd petitioner and the 4th respondent hereby declare and undertake that there shall not be entitled to raise any claim, demand and dispute in any manner whatsoever with respect to the case and shall not claim or demand or file any other case/suit/petition/Appeal against each other on this subject matter in future. The parties have no claim either monetary or otherwise of any nature whatsoever and nothing remains subsisting or surviving against each other or between the parties with respect to the subject matter of this case.”

4. In the light of the above, the learned counsel on either side agreed that the writ petition can be disposed of in terms of the settlement. Accordingly, the settlement agreement is taken on record and made part of the record and the writ petition is disposed of in terms of the said settlement, as extracted above, by duly directing the respondents 1 & 2 to disburse the pensionary dues payable to the deceased B.M.Lakshmanan, and the family pension that is payable to the 1st petitioner till the date of her demise on 13.07.2015, equally to the 2nd petitioner and 4th respondent herein as



expeditiously as possible at any rate within a period of eight (8) weeks from the date of receipt of a copy of this order.

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5. Accordingly, the writ petition is disposed of. Consequently, connected miscellaneous petition is closed. No costs.

04.06.2025
(2/2)

dpa

Index : Yes / No

Speaking order / Non-speaking order

Neutral Citation : Yes / No

To

1.The Chairman

Tamilnadu Electricity Board

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2.The Superintending Engineer

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(2/2)