



W.P. No.26212/2019

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IN THE HIGH COURT OF JUDICATURE AT MADRAS

Reserved on	Pronounced on
23.04.2025	04.06.2025

CORAM

THE HONOURABLE MR. JUSTICE M.DHANDAPANI

W.P. NO.26212 OF 2019

1. J.Antony Jayaraj
2. V.Vinoth Kumar
3. K.Anandan
4. N.Sakthi
5. V.Gopi
6. C.Vingagana Raja
7. G.Nagarajan
8. R.Balasundaram
9. L.Samuel
10. S.Palani
11. K.Vijay Mathavan
12. S.Alagar Raj
13. M.S.Mariappan
14. P.Parthasarathy
15. K.Nagapandi
16. V.Jayaseelan
17. B.Balaji
18. R.Mohan
19. A.Manivannan
20. K.Vijayakumar
21. S.Narayanan
22. P.Dharuman
23. A.Sivasubramaniyan
24. G.Pandiyan



W.P. No.26212/2019

WEB COPY

25. K.Gowthaman
26. C.Rajan
27. D.Harikrishnan
28. A.Gopalan
29. C.Nagaraj
30. M.Kumar
31. N.Ramachandran
32. M.Jayavel
33. S.Sankara Narayanan
34. P.John Arockia Raj
35. A.Jayasankar
36. S.Balaji
37. V.Anumandharasu
38. J.Frango Suthesh
39. K.Alagesan
40. R.Velmurugan
41. P.Nagarajan
42. P.Pattamuthu
43. A.Gomathi Sankar
44. S.Pethuraj
45. M.Vijayakumar
46. D.Chidambaram
47. K.Balaji
48. J.Sarathi
49. R.Gopi
50. R.Sankar
51. T.Senthilkumar
52. J.Stalin
53. P.Vinayagam
54. J.Suresh Kumar
55. M.Kesavan
56. V.N.Raja
57. S.Maharajan
58. K.Kannan
59. P.Mathivanan



W.P. No.26212/2019

WEB COPY

60. K.Suresh Kumar
61. B.Raghu Raman
62. G.R.Ramkumar
63. D.Senthilkumar
64. G.Navaneethan
65. A.Nandhagopal
66. E.Mathavan
67. G.Nagesh
68. V.Vadivelu
69. G.Kumar
70. H.Arun Karry
71. P.Saravanaraja
72. T.Rajan Joshua
73. S.Suresh
74. P.Ramdoss
75. S.Arul Selvam
76. S.M.Vasanthakumar
77. S.Sankar
78. V.Suresh
79. D.Balaji
80. S.Vimal Raj
81. R.Bhakkiyaraj
82. P.Logesh
83. V.Prakash
84. C.Muneeswaran
85. A.Ponmuthu Ramalingam
86. L.Jagatheesan
87. M.Prakash Raj
88. S.Selvakumar
89. N.Mohamed Ghouse
90. N.B.Byju
91. M.Muthusamy
92. S.P.Prakash
93. S.Manivasagam
94. V.Maheswaran



W.P. No.26212/2019

WEB COPY

95. T.Sundara Rajan
96. T.Anto Lion Raj
97. D.Sugumaran
98. K.Vadivel
99. L.Purushothaman
100. S.Hari Prasath
101. N.Shanmugam
102. G.Elumalai
103. G.Sivasubramaniam
104. V.Suresh
105. S.chinnappan
106. T.Murugan
107. M.Ranjith Prabu
108. R.Rakesh Sharma
109. C.Tamilselvan

.. Petitioners

- Vs -

The Management
Hyundai Motor India Ltd.
N.H-1, SIPCOT Industrial Park
Irungattukottai, Sriperumbudur
Kancheepuram 602 117.

.. Respondent

Writ Petition filed under Article 226 of the Constitution of India praying this Court to issue a writ of certiorarified mandamus to call for the records related to the impugned award in ID Nos.320 to 330, 332 to 338, 340 to 368, 370, 412, 414 to 435, 437 to 439, 441 to 453, 455, 456, 458 to 472, 474 to 476, 478 and 765 of 2018 dated 29.05.2019 by the Labour Court at Kancheepuram and



W.P. No.26212/2019

WEB COPY

quash the same as it held non-employment to be justified and denied our claim for reinstatement, backwages and all other attendant benefits and consequently to direct the respondent to reinstate us as permanent workers with continuity of service, backwages and all other attendant benefits.

For Petitioners : Mr. S.Kumarasamy

For Respondent : Mr. S.Ravindran, SC, for
M/s. D.Abdullah

ORDER

Aggrieved by the dismissal of the respective industrial disputes raised by the petitioners praying reinstatement, continuity of service and backwages, being aggrieved by the order of termination issued by the respondent, the present writ petition has been filed by the petitioners.

2. It is the case of the petitioners that they underwent vocational training in various disciplines and based on the national trade certificate issued, they joined the respondent as apprentice under the Apprenticeship Act, 1961 and underwent apprenticeship training period between 2003 and 2004. Thereafter, the petitioners completed the trade test conducted by the National Council for



W.P. No.26212/2019

WEB COPY

vocational training and were issued with the Apprenticeship certificate. The petitioners, upon completion of the course had joined the respondent as apprentice.

3. It is the further case of the petitioners that they were recruited as trainee under the Hyundai Trade Apprentice Scheme for a period of 12 months on various dates in the year 2006-2007 as technician trainee grade TT2. It is the further case of the petitioners that they were informed that their candidature will be considered for advanced training as technician trainee TT3 subject to their good and satisfactory performance. During the period of training the petitioners were paid wages comprising of basic pay, conveyance, night shift allowance, uniform allowance and other allowances and during the said period, the petitioners were also provided with overtime work. It is the further averment of the petitioners that the overtime work was not overtime training, as the pay slip of the petitioners do not denote such a condition and that the status of the workmen of the respondent is akin to the one defined u/s 2 (s) of the Industrial Disputes Act.



W.P. No.26212/2019

WEB COPY

4. It is the further averment of the petitioners that upon completion of their training, the petitioners were neither relieved nor their training extended and the petitioners were not provided with appointment letter. The petitioners were given further training as TT3 trainee, without any order in writing, but out of blue, by the respective communication, citing difficult economic scenario, the training of the petitioners were abruptly halted.

5. It is the further averment of the petitioners that they have undergone sufficient and substantial training as apprentice and had completed 480 days of continuous service from March, 2006 and, thereby, the respondent ought to have conferred permanent status on the petitioners, but without any performance appraisal and without making the petitioners permanent, the petitioners were relieved from training.

6. It is the further averment of the petitioners that they raised an industrial dispute before the conciliation officer and before the said authority, the respondent took a stand that it is only account of the request of the petitioners that they were put to more intensive training for one more year and it



W.P. No.26212/2019

WEB COPY

is not at the behest of the respondent. Since no consensus was arrived at, the dispute was referred for adjudication before the Labour Court.

7. Before the Labour Court, on the side of the petitioners, witnesses were examined and documents were marked and on the side of the employer/respondent, one witness was examined and documents were marked. Though the Labour Court held that the workmen/petitioners have put in more than 480 days of continuous service, however, a dispute is not maintainable before the Labour Court and the petitioners ought to have gone before the authority for conferment of permanent status and, therefore, dismissed the dispute aggrieved by which the present writ petition has been filed.

8. Learned counsel appearing for the petitioners submitted that though the petitioners were stated to be trainees, but in effect, no training was given and the petitioners were made to do the work done by a permanent employee, which clearly shows that work was taken from the petitioners under the garb of trainee, though they were actually doing permanent work.



W.P. No.26212/2019

WEB COPY

9. It is the further submission of the learned counsel that termination of the petitioners would amount retrenchment u/s 25-G, 25-H and 25-N and when persons junior to the petitioners have been retained in service, which is in violation of Section 25-H of the Act, the termination of the petitioners would only partake the character of retrenchment and definitely they are entitled to raise a dispute and the finding of the Labour Court that it cannot adjudicate the issue of permanency, which has to be done by the appropriate authority, is grossly misconceived and erroneous.

10. It is the further submission of the learned counsel, adverting to the Certified Standing Orders of the respondent that the clauses therein, clearly establish that all persons allowed inside the premises are workman, who is issued with an appointment order in writing and an identity card. The petitioners are armed with an apprentice appointment order and Trainee-II appointment order, which is not disputed by the respondent and which are in fact issued by the respondent and that being the case, the petitioners are deemed to be employees on the rolls of the respondent.



W.P. No.26212/2019

WEB COPY

11. It is the further submission of the learned counsel that 3.3.2008 and 23.12.2008, without any letter the services of the petitioners were continued as TT3, which clearly shows that the petitioners were working as employee under the respondent.

12. It is the further submission of the learned counsel that Exs.W-7 and W-8, the apprentice appointment order and Trainee-II appointment order issued by the respondent to the petitioners clearly establish that the petitioners were indeed been appointed and, therefore, any termination of the petitioners have to be strictly in accordance with the Industrial Disputes Act. However, without following any of the provisions of the Act relating to termination, the services of the petitioners were arbitrarily terminated, which fact, though has been established before the Labour Court and had been accepted by the Labour Court, yet, on a technicality, the Labour Court has refrained to pass an order of permanency, but ordered a lumpsum compensation, which is erroneous and the same requires interference at the hands of this Court.



W.P. No.26212/2019

WEB COPY

13. In support of the aforesaid submissions, learned counsel for the petitioners placed reliance on the following decisions :-

- i) *Bharat Bank Ltd. – Vs – Employees of Bharat Bank Ltd. (AIR 1950 SC 188);*
- ii) *Eveready Flash Light Company – Vs – Labour Court & Ors. (1961 (2) LLJ 204);*
- iii) *Umrala Gram Panchayat – Vs – The Secretary, Municipal employee Union (C.A. No.3209-3210/2015 – Dated 27.3.2015);*
- iv) *Gawrishankar – Vs – State of Rajasthan (C.A. No.3701/2015 – Dated 16.04.2015); and*
- v) *Gopal Krishnaji Ketkar – Vs – Mahomed Haji Latif & Ors. (AIR 1968 SC 1413)*

14. Per contra, learned senior counsel appearing for the respondent submits that the petitioners were engaged as apprentice under the Apprenticeship Act for a period of one year in February, 2006 for a period of 12 months and later vide Ex.W-8, the training period was extended for a period of one year as a technical trainee.



W.P. No.26212/2019

WEB COPY

15. It is the further submission of the learned senior counsel that nowhere the petitioners have been appointed as a workman by means of an order of appointment, but the appointment is only as an apprentice under the Apprenticeship Act and the period was extended twice for training purpose. The petitioners have not been utilised for any production activity and if at all the petitioners claim that they were employed as permanent workmen and were utilised to discharge duties related to production, the petitioners ought to establish the same, which alone would form the basis of their claim and there being no material to show that the petitioners were involved in production activities, the claim of the petitioners were rightly negatived.

16. It is the further submission of the learned senior counsel that contrarily, Exs.W-7, W-8 and W-9 produced by the workmen clearly establish that the petitioners were engaged as trainee and they were not involved in performing any work of a permanent workman in a permanent post between February, 2006 and December, 2008. When the petitioners were only given training and were not involved in any permanent production activities, and their names having not been included in the Form L, which has been submitted with



W.P. No.26212/2019

WEB COPY

the concerned authorities, the claim of the petitioners for permanent status is wholly unsustainable and any number of decisions relating to the power of the Labour Court to adjudicate on the permanency of the petitioners cannot cure the defect, which is writ large in the petitions and, therefore, the decisions relied on by the petitioners are inapplicable to the facts of the case.

17. It is the further submission of the learned senior counsel that Exs.M-2 to M-5 filed by the respondents clearly establish the reduced production activities in the plant of the respondents and, therefore, there was no necessity for the respondents to involve the petitioner in the production activities. It is the further submission that no materials have been placed by the petitioners to show discrimination with regard to alleged confirmation of certain trainees so as to claim equality. When there is no material filed by the petitioners to substantiate that there is discrimination, the mere allegation will not partake the character of proof to consider the case of the petitioners for an equal treatment.

18. It is the further submission of the learned senior counsel that the petitioners being mere trainees, there is no necessity for a show cause notice



W.P. No.26212/2019

WEB COPY

before terminating them and the petitioners being trainees, question of reinstatement also does not arise.

19. It is the further submission of the learned senior counsel that the Labour Court, exercising its power to award compensation for termination u/s 25-F of the Act, had granted compensation for every completed year of service and, therefore, the petitioners cannot have any grievance and rightly appreciating all the above, the Labour Court has dismissed the disputes, which does not require any interference at the hands of this Court.

20. In support of the aforesaid submissions, learned senior counsel placed reliance on the following decisions :-

- i) *Registrar – Vs – Shashikant S.Patil & Ors. (2000 (1) SCC 4116);*
- ii) *H.R.Adyanthaya & Ors. – Vs – Sandoz (India) Ltd. & Ors. (1994 (5) SCC 737);*
- iii) *Mukesh K.Tripathi – Vs – Sr. Divisional Manager, LIC & Ors. (2004 (8) SCC 387);*
- iv) *Management of TI Diamond Chain Ltd. – Vs – Presiding Officer (2002 (3) LLN 529 (MHC));*



W.P. No.26212/2019

WEB COPY

- vi) *M. Venkatesh – Vs – The Presiding Officer, Labour Court (2003 (1) LLJ 1011 (MHC));*
- vii) *Jayanthi – Vs – Presiding Officer, Vellore (2002 (2) LLN 1164 (MHC));*
- viii) *Dhampur Sugar Mills Ltd. – Vs – Bhola Singh (2005 (2) SCC 320);*
- ix) *Firestone Tyre & Rubber Co. Of India Pvt. Ltd. – Vs – Workmen (1981 (1) LLJ 218 (SC));*
- x) *State of Punjab – Vs – Labour Court, Jullunder (1981 (1) LLJ 354 (SC));*
- xi) *Karur Srinidhi Yaarn Mills Ltd. – Vs – Deputy Chief Inspector of Factories & Anr.(2011 (1) LLJ 533 (MHC));*
- xii) *T.S.Shanmuganathan & Ors. – Vs – Dy. Chief Inspector of Factories & Anr. (W.A. No.914/2007 – Dated 5.2.2008 (MHC));*
- xiii) *Sonepat Co-op. Sugar Mills Ltd. – Vs – Rakesh Kumar (2005 (13) SCC 578);*
- xiv) *Jagadish Kumar & Ors. – Vs – State of HP & Ors. (2005 (13) SCC 606);*
- xv) *Hindustan Photo Films & Anr. – Vs – H.B.Vinobha (2009 (3) LLN 6);*
- xvi) *Bhavnagar Municipal Corporation – Vs – Salimbhai Umarbhai Mansuri (2013 (14) SCC 456);*



W.P. No.26212/2019

WEB COPY

- xvii) *Sita Ram & Ors. – Vs – Motilal Nehru Farmers Training Institute (2008 (5) SCC 75);*
- xviii) *State of MP & Anr. – Vs – Vinod Kumar Tiwari (2016 (16) SCC 610); and*
- xix) *Rashtrasant Tukdojji Maharaj Technical Education Sanstha – Vs – Prashanth Manikrao Kubitkar (2018 (12) SCC 294)*

21. This Court gave its careful consideration to the submissions advanced by the learned counsel appearing on either side and perused the materials available on record.

22. There is no quarrel with the fact that the petitioners had completed their Trade Apprentice course and were issued with necessary National Apprenticeship Certificate. Thereafter, the petitioners had undergone training on the basis of Exs.W-7 and W-8, Trade Apprentice Appointment Order and as Trainee-II appointment order. Based on the above training the petitioners claim that on and from February, 2008 to December, 2008, they were being under employment in continuation of the employment and were involved in the day-to-day affairs of the production activities of the respondent and, therefore, their



W.P. No.26212/2019

WEB COPY

continuance beyond the period of 480 days entitles them to a permanent status with the respondent.

23. The above sequence of events clearly reveal that initially the petitioners have been put on training for the first year, which had been subsequently extended for further training for a period of another one year. Thereafter, the claim of the petitioners is that they were continued in their employment but there is no letter of appointment with regard to the said extension. Even otherwise, it is to be pointed out that with regard to the appointment of the petitioners in the rolls of the respondent, there is no material evidencing the said appointment. Except for Exs.W-7 and W-8, which are appointment orders with regard to training as an apprentice, there is no other material, which shows that the petitioners were appointed in the rolls of the respondent.

24. Equally, there is no material evidencing that the work of regular employees was extracted from the petitioners. Though the petitioners claim that they were made to work, in the absence of any material to show that they had



W.P. No.26212/2019

WEB COPY

discharged the said duties, the mere word of the petitioners would not suffice to hold anything in the affirmative in favour of the petitioners.

25. Even Ex.W-9, the pay slip given to the petitioners for the previous month prior to his termination during November, 2008, the petitioners have been designated only as trainee and they have not been shown as employees of the respondent. Therefore, the said documents clearly establish that the petitioners have never been appointed by the respondents, but they have been under training with the respondents and, therefore, the termination of the petitioners would not come within the ambit of retrenchment as the termination of the petitioners have been done as per the terms of the contract and, therefore, shelter under Section 2 (oo) of the Act cannot be taken and the question of reinstatement of the petitioners therefore will not arise.

26. Further, it is not the case of the petitioners that under the contract of training, there was any condition that upon completion of training, they would be absorbed by the respondent as permanent employee. When there is no obligation cast on the respondent to absorb the petitioners upon completion of



W.P. No.26212/2019

WEB COPY

training, the training period cannot be reckoned for the purpose of granting permanency under the Permanent Status Act. When the petitioners, with open eyes, though with dreams, have joined the training with the respondent, the respondent cannot be mulcted with responsibility to absorb the petitioners, when there was no obligation on the part of the respondent for such absorption. There is no material to infer as such and, therefore, the Labour Court was rightly justified in not acceding to the prayer of the petitioners.

27. When the petitioners have been undergoing only training, they cannot claim permanency under the Permanent Status Act. True it is that the power of the Labour Court to grant permanency to the petitioners under the Permanent Status Act is available, but it could be exercised only when all the ingredients for granting such status stood satisfied. In the present case, the petitioners are mere trainees under a contract and, therefore, invoking the provisions of the Permanent Status Act to grant permanency cannot be granted by the Labour Court, as exercise of such power would be arbitrary, unreasonable and against the provisions of the Permanent Status Act. Therefore, rightly, the Labour Court



W.P. No.26212/2019

WEB COPY

has rejected the claim of the petitioners for permanent status, which cannot be found fault with.

28. However, the Labour Court considering the fact that the petitioners have been under training for about 35 months with very many colourful dreams of continuous employment with the respondent and considering the age of the petitioners and also the beneficial nature of legislation, had thought it fit to grant a lumpsum compensation to the petitioners by computing the same from the last wages drawn by them and directed the respondent to pay a sum of Rs.3,00,000/- to each of the petitioners. The said exercise of payment of compensation undertaken by the Labour Court is within the bounds of propriety under the Industrial Disputes Act.

29. However, this Court is ordained with the task of finding out whether the amount awarded by the Labour Court, in the present scenario, is just and reasonable. At the material point of time, when the petitioners were terminated from their training, they were aged between 25 and 30 years. The dispute was raised in which an order had come to be passed in the year 2019. By now, a



W.P. No.26212/2019

WEB COPY

period of almost six years have passed and the petitioners have moved from their prime and they have not been paid any amount. However, it is informed that certain other persons, who had undergone training and who were also similarly terminated were awarded sums in excess of Rs.6 Lakhs by the respondent. That being the case, considering the period that has elapsed by now, the petitioners should be recipient of an enhanced amount, which alone would be a just and equitable relief. In the above backdrop of the facts and circumstances, this Court is of the considered view that a sum of Rs.8,00,000/= (Rupees Eight Lakhs only) per person would be a just and reasonable amount in the present day scenario.

30. For the reasons aforesaid, this Court while not finding any error or infirmity in the order of dismissal and confirms the same, however, for the reasons specified in the preceding paragraph enhances the compensation to Rs.8,00,000/- (Rupees Eight Lakhs only) per petitioner to be paid by the respondent within a period of four weeks from the date of receipt of a copy of this order failing which the amount would carry interest at 7.5% p.a. from the date of termination of the petitioners till date of payment. The writ petition is



W.P. No.26212/2019

WEB COPY

dismissed with the aforesaid modification in compensation. There shall be no order as to costs.

04.06.2025

Index : Yes / No

GLN



W.P. No.26212/2019

WEB COPY

To

The Presiding Officer
Labour Court
Kancheepuram.



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W.P. No.26212/2019

M.DHANDAPANI, J.

GLN

**PRE-DELIVERY ORDER IN
W.P. NO. 26212 OF 2019**

**Pronounced on
04.06.2025**



W.P. No.26212/2019

WEB COPY

W.P. NO. 26212 OF 2019

M.DHANDAPANI, J.

This writ petition is listed today at the instance of the learned counsel for the respondent.

2. It is submitted by the learned senior counsel for the respondent that a memo was filed before the Court, wherein the details of 15 petitioners were given to whom full and final settlement has been made in terms of the award and, therefore, this Court may record the said memo and permit the respondent to make the settlement only in respect of the other petitioners, barring the 15 persons shown in the memo. Learned senior counsel further submits that the counsel on either side have subscribed their signature to the said memo.

3. Learned counsel appearing for the petitioners fairly submit that the said memo was filed and this Court may record the receipt of the amount by the petitioners, whose names have been shown in the memo and direct that



W.P. No.26212/2019

WEB COPY

settlement in terms of the order dated 4.6.2025 may be made in respect of the other petitioners.

4. Though it is submitted that a memo to the aforesaid effect has been filed, however, there is no copy available in the bundle. A copy of the memo was placed before this Court, though unsigned by the learned counsel on either side, but who fairly submit that the memo is the copy of the original which was submitted before this Court, the said memo is taken on record. In view of the stand taken by the learned counsel on either side, para-30 of the order dated 4.6.2025 shall stand substituted with the following :-

“For the reasons aforesaid, this Court while not finding any error or infirmity in the order of dismissal and confirms the same, however, for the reasons specified in the preceding paragraph enhances the compensation to Rs.8,00,000/- (Rupees Eight Lakhs only) per petitioner, except in respect of the 15 petitioners, whose names are shown in the joint memo aforesaid, to be paid by the respondent within a period of four weeks from the date



W.P. No.26212/2019

WEB COPY

of receipt of a copy of this order failing which the amount would carry interest at 7.5% p.a. from the date of termination of the petitioners till date of payment. The writ petition is dismissed with the aforesaid modification in compensation. The unsigned memo, which has been filed before this Court today, viz., 10.06.2025 shall form part of the records. There shall be no order as to costs."

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5. Registry is directed to make the aforesaid correction in the order dated 4.6.2025 while issuing order copy to the parties.

10.06.2025

GLN



WEB COPY



W.P. No.26212/2019

M.DHANDAPANI, J.

GLN

W.P. NO.26212 OF 2019

10.06.2025



W.P. No.26212/2019

WEB COPY

W.P. NO. 26212 OF 2019

M.DHANDAPANI, J.

This writ petition is listed today at the instance of the learned counsel for the respondent.

2. It is submitted by the learned senior counsel for the respondent that on 10.06.2025, when the matter was listed for being mentioned, it was erroneously stated that 15 petitioners were given full and final settlement as has been mentioned in the memo, but actually it is 16 persons, which includes the petitioner at S. No.19. Therefore, he prays that necessary modification may be made in para-30 of the order dated 4.6.2025, which has subsequently been modified on 10.6.2025 and a fresh order copy may be issued.

3. Learned counsel appearing for the petitioners has no objection to carrying out the aforesaid modification in para-30 of the order dated 4.6.2025 which was subsequently modified on 10.6.2025.



W.P. No.26212/2019

WEB COPY

4. In view of the stand taken by the learned counsel on either side, para-30 of the order dated 4.6.2025, which was subsequently modified on 10.6.2025, shall stand substituted with the following :-

“30. For the reasons aforesaid, this Court while not finding any error or infirmity in the order of dismissal and confirms the same, however, for the reasons specified in the preceding paragraph enhances the compensation to Rs.8,00,000/- (Rupees Eight Lakhs only) per petitioner, except in respect of the 16 petitioners, whose names are shown in the joint memo aforesaid, which includes the petitioner at S. No.19 of the writ petition, to be paid by the respondent within a period of four weeks from the date of receipt of a copy of this order failing which the amount would carry interest at 7.5% p.a. from the date of termination of the petitioners till date of payment. The writ petition is dismissed with the aforesaid modification in compensation. The unsigned memo, which has been



W.P. No.26212/2019

WEB COPY

filed before this Court today, viz., 10.06.2025 shall form part of the records. There shall be no order as to costs."

5. Registry is directed to make the aforesaid correction in the order dated 4.6.2025 which was subsequently modified on 10.6.2025, while issuing order copy to the parties.

19.06.2025

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W.P. No.26212/2019

M.DHANDAPANI, J.

GLN

W.P. NO.26212 OF 2019

19.06.2025