



W.A.No.3158 of 2024

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 18.09.2025

CORAM :

THE HONOURABLE MR. JUSTICE M.S. RAMESH
AND
THE HONOURABLE MR. JUSTICE R.SAKTHIVEL

W.A.No.3158 of 2024 and CMP.No.24262 of 2024

The Management,
Madurantakam Co-operative Sugar Mills Ltd.,
Rep. By its Managing Director,
Padalam, Kancheepuram,
District-603308

... Appellant

Vs.

R.Venkatesan

... Respondent

PRAYER: Appeal is filed under Clause 15 of the Letters Patent, praying to
set aside the order dated 04.09.2024 made in W.P.No.25633 of 2024.

For Appellant : Mr.P.Hari Babu

For Respondent : Mr.P.B.Suresh Babu for Caveator



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JUDGMENT

(Judgment of this Court was delivered by M.S.RAMESH.J)

Before the Labour Court, Chennai, the respondent had filed a petition under Section 33(C) 2 of the Industrial Disputes Act, 1947, claiming certain monetary benefits, which includes arrears of subsistence allowance and back wages. The said application was allowed and the Labour Court had computed the outstanding dues at Rs.6,34,805/-. Challenging the order passed by the Labour Court, the Management had filed a Writ Petition in W.P.No.25633 of 2024 and by an order dated 04.09.2024, the Writ petition came to be dismissed. As against the same, the present Writ Appeal has been filed.

2. Pending the Writ Appeal, both the Management, as well as the workman have amicably resolved the dispute among themselves and have entered into a settlement under Section 18(1) of the Act on 23.11.2024. The terms of settlement read as follows:

“TERMS OF SETTLEMENT:



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A. The Management does not have any objection to the Workman getting payment out of Court Deposit, a sum of Rs. 4,63 193/- with accrued interest if any, lying in the deposit of the Labour Court, Kancheepuram to the credit of I.D. No 608 of 1997.

B. Workman, Thiru. Venkatesan, considering the long-drawn litigation between the parties, has agreed to receive a sum of Rs.70,000/- in addition to the amount deposited before the Labour Court, Kancheepuram as full and final settlement of all his claims.

C. The Management / Appellant agrees to pay further sum of Rs. 70,000/- by way of cheque dated 12.11.2024 bearing No.056632, drawn on Canara Bank, Padalam Branch to the workman, thus totaling a sum of Rs. Rs.5,33,193/- In addition to the sum already lying to the credit of ID No.608 of 1997.

D. The Management / Appellant agrees to pay furthermore a sum of Rs. 80,000/- by way of cheque dated 23.11.2024 bearing No.056640, drawn on Canara Bank, Padalam Branch to the workman, towards Gratuity thus totaling a sum of Rs. Rs.6,13,193/- in addition to the sum already lying to the credit of ID No.608 of 1997.

E. Thiru.R.Venkatesan agrees to submit a No objection



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Certificate to the Management for the Housing Loan obtained from the HDFC Bank, Chengalpattu Branch using the salary certificate issued to him following which the amount deposited by the Management to the credit of ID No 608 of 1997 shall be withdrawn by him.

***F.** Both parties agree that this amount shall be Full and Final Settlement against all claims arising out of the Award in I.D. No. 608 of 1997, C.P. No. 03 of 2018 and E.P.No. 06 of 2024 and the workman shall not have any future claim in respect of the said Awards.*

***G.** Both parties agree to file a copy of this Settlement along with a Joint Memo in EP No.6 of 2024 pending before the Labour Court, Kancheepuram as well as in Writ Appeal No. 3158 of 2024 and seek for disposal of the Execution Petition and the Writ Appeal in terms of this settlement.*

***H.** With this settlement, neither parties shall have any claim, whatsoever against each other in future.”*

3. Pursuant to the settlement, the Management has also paid a sum of Rs.70,000/- by way of a cheque dated 17.11.2024 to the respondent towards part satisfaction of the amount. Insofar as the deposit of Rs.5,80,455/- made by the Management before the Labour Court, the respondent had already withdrawn Rs.2,68,688/-. As per the terms of the



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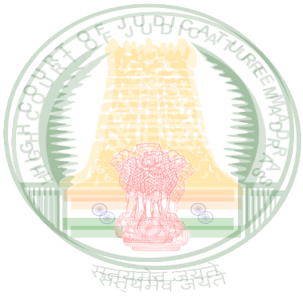
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settlement, the workman is entitled to withdraw the balance of the deposit amount lying before the Labour Court, after submitting a No Objection Certificate from HDFC Bank, Chengalpet Branch to the Management.

4.Learned counsel for the respondent submitted that they would comply with the condition referred to in the terms of the settlement. Accordingly, the terms of settlement under Section 18(1) of the Act dated 23.11.2024 is hereby recorded.

5.The respondent shall obtain a No Objection Certificate from HDFC Bank, Chengalpet Branch in connection with the housing loan and submit the same to the Management. After obtaining acknowledgement of the same, the respondent is granted liberty to file appropriate application before the Labour Court, seeking for withdrawal of the balance amount. Whenever such an application is made, the Labour Court shall endeavour to dispose of the same expeditiously, in any event, within a period of one (1) week from the date of receipt of a copy of the application.

M.S.RAMESH, J.
and
R.SAKTHIVEL, J.



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6. Accordingly, this Writ Appeal stands disposed of. No Costs.

Consequently, connected miscellaneous petition is closed.

[M.S.R., J]

[R.S.V.,J]

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Index: Yes/No

Speaking/Non-speaking order

Neutral Citation: Yes/No

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