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W.A.No.3597 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 28.11.2025

CORAM

THE HONOURABLE MR.JUSTICE R.SURESH KUMAR
and
THE HONOURABLE MRS.JUSTICE K.GOVINDARAJAN THILAKAVADI

W.A.No.3597 of 2025
and
C.M.P.No.29579 of 2025

The Managing Director,
Metropolitan Transport Corporation (Chennai) Ltd.,
Pallavan Illam,
Anna Salai,
Chennai – 600 002.

... Appellant

-Vs-

K.Venkatesan

... Respondent

PRAYER : Appeal filed under Clause XV of Letters Patent, against the order dated 12.06.2024 in W.P.No.30952 of 2022.

For Appellants : Mr.P.Kumaresan
Additional Advocate General
assisted by Mr.A.Vinothraj

J U D G M E N T

(Judgment of the Court was delivered by **R.SURESH KUMAR, J.**)

This intra Court appeal has been directed against the order dated 12.06.2024 made in W.P.No.30952 of 2022.



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2. There was a service dispute between the appellant Management and the respondent employee which had ultimately been settled in Lok Adalat award dated 09.03.2019. As per the terms of the award, the respondent employee would be reinstated with continuity of service, however he is not entitled for any backwages during the period when he was out of service. However, he would be entitled to get the service benefits which includes the fixation of corrected pay and accordingly, he would be entitled to get such corrected pay with effect from 09.03.2019, i.e., date of the award.

3. Even though in this context, the employee was reinstated, he was not fixed the corrected pay and based on which, he was not paid the corrected pay from 09.03.2019, which appears to be the grievance and in order to redress the said grievance, he had approached the writ Court and filed the said writ petition seeking writ of mandamus to revise the basic pay of the employee from the date of reinstatement, i.e., on 18.01.2020 as per the Lok Adalat award dated 09.03.2019.

4. The writ Court, having taken into account the Lok Adalat award which in fact the learned Judge has extracted in the impugned award, has ultimately passed the following order:



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“4. When the respondent Corporation is ready to implement the Lok Adalat award as per the terms of compromise, this Writ Petition is disposed of as under :~

(i) It is stated that the petitioner is already reinstated into service. Therefore, the respondent is directed to fix the pay of the petitioner with continuity of service as per the terms of the joint memo of compromise and accordingly, grant him all the benefits in the matter of pay and the back~wages shall be paid with effect from 09.03.2019;

(ii) The said exercise shall be done by the respondent within 12 weeks from the date of receipt of a copy of this order and the arrears, if any, payable, shall also be paid within the said period;

(iii) There shall be no order as to costs.”

5. Aggrieved over the said direction given by the writ Court through the impugned order as extracted herein above, the present appeal though had been filed, Mr.P.Kumaresan, learned Additional Advocate General appearing for the appellant would submit that, by taking advantage of the sentence used in paragraph No.4(1) of the impugned order to state that “grant him all the benefits in the matter of pay and the backwages shall be paid with effect from 09.03.2019”, the respondent employee is taking advantage to claim the pay benefits also during the entire period when he was out of service.



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6. Therefore, the learned Additional Advocate General wants a clarification to that effect, that only since has triggered the appellant to prefer this appeal, the present appeal can be given a disposal with such clarification, he contended.

7. In view of the order that is going to be passed in this writ appeal at the admission stage, we do not propose to give notice to the respondent.

8. As per the Lok Adalat award since the employee was entitled to get reinstatement without backwages such reinstatement since has been given that part is complied with. Insofar as the arrears of pay is concerned, since the employee was not entitled to get any arrears of pay during the period when he was out of service, he cannot seek for any such arrears of pay as he only asked for in the writ prayer to fix his pay with effect from 18.01.2020 the date on which he got reinstated.

9. With regard to the said plea, we do not find any reason to interfere with the direction given by the learned Judge as the direction given by the learned Judge to give such benefits of fixing the corrected pay by taking into account of the service benefits, that means the total service rendered by him including the period when he was out of service, since the corrected pay shall be fixed on the



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respondent / writ petitioner / employee, such an exercise shall be undertaken by the appellant, but at the same time, no financial benefits by way of arrears would be accrued in the account of the respondent employee as he shall be only eligible to get the enhanced or corrected pay as directed by the writ Court with effect from 09.03.2019 and the financial benefits he is entitled to get, is only from 18.01.2020, the date on which he got reinstatement.

10. With this clarification, we direct to comply the order of the writ Court in letter and spirit, if not already been complied, within a period of two months from the date of receipt of a copy of this judgment. In view of the same, there is no scope for coercive steps further to be taken against the appellant by the respondent pursuant to the impugned order.

11. With this direction and clarification, this Writ Appeal is dismissed. However, there shall be no order as to costs. Consequently, connected miscellaneous petition is closed.

(R.S.K., J.) (K.G.T., J.)
28.11.2025

NCC : Yes / No
Index : Yes / No
Speaking Order : Yes / No

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To

The Managing Director,
Metropolitan Transport Corporation (Chennai) Ltd.,
Pallavan Illam,
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**R.SURESH KUMAR, J.
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K.GOVINDARAJAN THILAKAVADI, J.**

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