



W.A.(MD)No.1118 of 2015

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

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DATED : 18.12.2025

CORAM

**THE HONOURABLE MR.JUSTICE G.R.SWAMINATHAN
and
THE HONOURABLE MRS.JUSTICE R.KALAIMATHI**

**W.A(MD)No.1118 of 2015
and
M.P.(MD)No.1 of 2015**

The Management,
M/s.Southern Petrochemical Industries
Corporation Ltd.,
SPIC Nagar, Tuticorin District.

... Appellant

Vs.

1.The Presiding Officer,
Labour Court,
Tirunelveli.

2.K.Parasuram

... Respondents

Prayer : Writ Appeal filed under Clause XV of Letters Patent, to allow the writ appeal by setting aside the order passed in W.P.(MD).No.8459 of 2006 dated 04.04.2014 on the file of this Court.

For Appellant : Mr.C.Karthikeyan

For Respondents : Ms.D.Geetha for R2



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JUDGMENT
(By G.R.SWAMINATHAN, J.)

Heard both sides.

2.The management of SPIC has filed this writ appeal questioning the order dated 04.04.2014 passed by the learned Single Judge allowing W.P.(MD)No.8459 of 2006 filed by the second respondent / K.Parasuram

3.The second respondent / K.Parasuram was employed as a Senior Technician in the appellant's company. He was issued with charge memo dated 06.05.1995. He was dismissed from service vide order dated 29.11.1995. K.Parasuram raised industrial dispute. It was taken on file in I.D.No.79 of 1996 by the Labour Court, Tirunelveli. The ID was dismissed vide award dated 21.04.2003. Questioning the same, W.P.(MD)No.8459 of 2006 was filed. The learned Single Judge set aside the award of the Labour Court and allowed the writ petition on 04.04.2014 in the following terms:-



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“14. Upon perusal of the award, it is evident that the Labour Court has confirmed the order of dismissal based on the evidence of management witnesses. The statement of the witnesses are extracted in the award. According to the Labour Court, there are no contradictions in the statement of the witnesses and from the statement, it is evident that the petitioner is the instigator. But the Labour Court has not rendered any finding regarding admissibility of the evidence of the management witnesses. Upon examination of the award and the statements recorded therein, this Court is of the view that there are indeed contradictions in the statement of the witnesses.

15. Firstly, the basis of the allegations that the employees of the first shift were not permitted to go out, the employees in the second shift were not relieved and the employees reporting for duty were not permitted to report duty and forced to participate in the stay-in strike. This Court is of the view that all three are not practically possible. The first shift would usually be from 6.00 AM to 2.00 PM, second shift from 2.00 PM to 10.00 PM and third shift from 10.00 PM to 6.00 ???. Unless, the employees of the first shift are relieved, the second shift employees cannot commence their work. The petitioner on that day was in third shift. If the first shift employees were not permitted to go out. then it would imply that the problem had commenced before 2.00 PM. when the petitioner was nowhere in the scene. The petitioner had entered the premises only at about 10.00 PM. The perusal of the award shows that there was disruption even by that time. Further, it can be seen from the



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award that RW1 was a hear say witness. RW2 does make any allegation against the petitioner. RW3 has claimed that he was attending the night shift ie., third shift and he had relieved one Ponnusamy and in his his chief has stated that the petitioner had to relieve one Singarayan, He is also near S.A.Plant. He has claimed to have spoken to Kalaikumar, Daranidran and Saravanan through pager. It is pertinent to mention here, that in pager, only messages can be exchanged and no voice calling is possible. RW4, Ahmed has claimed that he was waiting to be relieved. Categorically he has stated that he was waiting for the petitioner to relieve him and that the petitioner asked him to come to ALF 3 ground floor and then asked him to come to PA Ground floor and then took him and Daranidran to PA Ground Floor. Firstly, RW3 has deposed that the petitioner was supposed to relieve him. Yet, another contradiction is that when a person asks somebody to go to a particular place, it is obvious he is not going to accompany them. RW4 has deposed as if the petitioner paged his to go to PA Plant and also accompanied with him to plant. Again, he changes his version and states that the petitioner and Akbar came and prevented them from relieving the shift employees. Yet another fact that emanates is that the evidence only reflect that the petitioner has not threatened the employees. RW5 to RW7 were employees in probation and they have also stated that the petitioner asked them not to relieve the 2nd shift employees. However, they have not stated that the petitioner asked them to join in the strike. Neglecting all these and without giving any finding on the reliability of the evidence of the management, the Labour Court has confirmed the order of dismissal. Further, the pager through



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which the petitioner has asked the employees not to relieve has not been marked. As held by this Court above, what can be seen from the evidence was that the movement for strike had already commenced even before the petitioner reached the work spot and therefore the petitioner cannot be held responsible. This Court is of the opinion that the Labour court ought to have set aside the order of dismissal.

16. In view of the above, the award of the Labour Court, dated 21.04.2003, made in I.D.No.79 of 1996, set aside and the Writ Petition is allowed. The first respondent is directed to reinstate the petitioner with back wages and other service benefits. No costs."

Aggrieved by the same, this writ appeal has been filed.

4.The learned counsel for the management pointed out that the order of the learned Single Judge suffers from factual discrepancies. The learned Single Judge proceeded on the premise that the writ petitioner was involved in preventing the workers from attending their duties in respect of all the three shifts. He pointed out that this was not the charge at all. He also would point out that the learned Single Judge erred in holding that non-marking of the pager was fatal to the case of the management. The learned Single Judge had also misconstrued the



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testimony rendered by R.W.4. He called upon this Court to set aside the order of the learned Single Judge and allow the writ appeal.

5.Per contra, the learned counsel for the employee submitted that the order of the learned Single Judge is well reasoned and that it does not call for interference. She would add that in respect of similarly placed employees, settlement were entered into and that therefore, this writ appeal may be disposed of on the same terms.

6.We carefully considered the rival contentions and went through the materials on record. We straightaway observe that non-marking of the pager is not fatal. This is because the learned Single Judge appears to have proceeded on the footing that the pager referred to in the deposition was a mobile pager. That was not the case. The specific stand of the management is that through an industrial pager, the delinquent had appealed to his fellow workmen and mobilized them and called upon them to assemble at the ground floor. An industrial pager in the very nature of things cannot be marked in evidence. We sustain this submission made by the learned counsel for the appellant. There is also



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considerable force in the contention of the learned counsel for the appellant that nature of the charge as well as the testimony of R.W.4 had been misconstrued.

7.Be that as it may, two contentions advanced by the learned counsel for the workman appeal to us. It is seen that provoked by the suspension of one of the employees, there was some kind of industrial unrest in the factory premises of the appellant's company on the fateful day ie., 12.04.1995. Disciplinary action was initiated as against 26 workers and 10 probationers. Among the 26 workers, 21 persons were reinstated in service after dropping the charges framed against them. As regards the remaining five workers, dismissal orders were passed. Two of them ie., writ petitioner / K.Parasuram and Akbar raised industrial disputes and they were taken on file as I.D.Nos.79 and 87 of 1996 and both the IDs were dismissed by a common award and their dismissal were confirmed by the Labour Court. As regards the remaining three workers, the industrial disputes raised by them were allowed. In other words, the dismissal orders were set aside and they were ordered to be reinstated in service without backwages. Questioning the same, the



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management filed writ petitions and the writ petitions were dismissed.

Among those three employees, one appears to have passed away and W.A.(MD)Nos.1408 and 1409 of 2011 were filed. During the pendency of the writ appeals, settlements were entered into. The terms of the settlement were as follows:-

“1. Workman Mr.A.S.Soman accepts his cessation of employment from 30.11.2011, agrees not to process the award passed by the Labour Court in ID No.91/96 on 28.01.2005 and decided by the Hon'ble High Court in W.P.(MD) No14196 of 2010.

2. In consideration of the same the Management agrees to pay all inclusive, one time lump-sum compensation of 8.92 lakhs to Mr.Soman, after recovery of the dues payable by him to the company towards Housing Loan Principal, Festival Advance and Interim Payment made as per the court order.

3. It is also agreed to waive the housing loan interest amount of Rs.2.95 lakhs payable to the company by Mr.Soman.

4. Mr.A.S.Soman has agreed to receive this compensation offered by the company towards the full and final settlement of all his monetary claims payable towards his contractual dues.



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5. *It is further agreed that Mr.A.S.Soman will not raise any claim of demand on the company whatsoever and will not interfere in the affairs of the company in any manner.*

6. *It is agreed by parties that apart from the above mentioned amount workman Mr.A.S.Soman would be entitled to provident accumulation amount, gratuity and pension corpus amount only and not for any other sum or relief.*

7. *On payment of the amount mentioned in clause (2) and waiver of amount mentioned in clause (3), Mr.A.S.Soman shall not have any claim whatsoever in future either for employment or any amount other than what is mentioned above.*

8. *Both parties agree to file a copy of this settlement in the court in the pending cases and pray that this settlement substitute the award of the labour court and the Single Judge Order of the High Court and pray for withdrawal of all the cases including writ appeal.*

9. *With this settlement it is agreed that neither party shall have any claim against each other.”*

When with identically placed workers, the management entered into a settlement, there is no reason as to why, the present dispute also could not be disposed of on the same terms.



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8.The other contention urged by the learned counsel for the worker is even more formidable. In the enquiry held against the writ petitioner / second respondent herein, probationers were examined as witnesses. Against those probationers also, disciplinary action was initiated. Subsequently, they were also reinstated. Therefore, their testimony will have to be viewed with a pinch of salt and a degree of scepticism. Be that as it may, since we have come to the conclusion that the principle of parity has to be applied in the case of the second respondent also, we propose to dispose of this writ appeal on the same terms.

9.The learned counsel for the management points out that unlike those employees with whom settlements were entered into, the writ petitioner joined in a company in Qatar in June, 1998. Therefore, there has to be a *pro rata* and corresponding modification in the terms based on which this writ appeal is proposed to be disposed of.

10.The writ petitioner was dismissed from service on 29.11.1995. The writ petitioner had jointed employment elsewhere on 01.06.1998. Therefore, the writ petitioner's services with SPIC must be taken to have



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come to an end on 31.05.1998. The writ petitioner is said to have joined SPIC on 01.06.1982. Thus, the period of service of the writ petitioner with SPIC shall be taken as 16 full years. The management has to pay full salary to the writ petitioner for the period from 29.11.1995 to 31.05.1998. This amount shall carry interest at the rate of 6% per annum with effect from 01.06.1998. The writ petitioner will also be paid gratuity for having served SPIC for a period of 16 years. This amount shall also carry interest at the rate of 10% per annum.

11.The housing loan interest payable by Thiru.Soman who was similarly placed employee amounting Rs.2.95 Lakhs was waived. But as against the writ petitioner, civil suit was filed and the entire balance was recovered. The management has to quantify the housing loan interest payable by the writ petitioner. The said amount shall be paid to the writ petitioner at the rate of 6% per annum with effect from 12.11.2011. The provident fund dues payable to the writ petitioner shall also be settled by the management. These monetary benefits shall be settled by the management to the writ petitioner within a period of twelve weeks from the date of receipt of a copy of this order.



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WEB COPY 12.This writ appeal is disposed of accordingly. No costs.

Consequently, connected miscellaneous petition is closed.

**(G.R.S. J.) & (R.K.M. J.)
16.12.2025**

NCC : Yes/No
Index : Yes / No
Internet : Yes/ No
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To:

The Presiding Officer,
Labour Court,
Tirunelveli.



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