



W.A.MD) No.1618 of 2018

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

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DATED : 13.03.2025

CORAM:

THE HONOURABLE **DR.JUSTICE G.JAYACHANDRAN**

AND

THE HONOURABLE **MS.JUSTICE R.POORNIMA**

W.A(MD)No.1618 of 2018

and

C.M.P(MD)No.11737 of 2018

1.The Managing Director,
Tamil Nadu Cooperative Housing Federation
48-Rithortam Road,
Vepery, Chennai-600 007.

2.The President,
MDA HSG 108 Srivilliputhur
Taluk Cooperative Housing Society Limited,
13/1 NGGO Colony, Srivilliputhur Post,
Virudhunagar District-626 125.

... Appellants/
Respondents

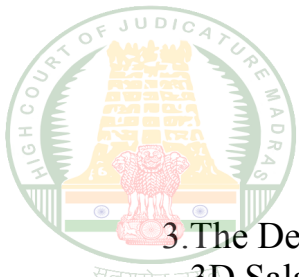
-Vs-

1.D.Subbammal

...Respondent/Petitioner

2.The Registrar (Housing)
Tamil Nadu Housing Board Complex,
II Floor, 493 Anna Salai,
Nandhanam,
Chennai-600 035.

Page 1 of 8



W.A(MD) No.1618 of 2018

3.The Deputy Registrar(Housing)
3D Salai Maninagaram,
Virudhunagar Region,
Virudhunagar.

... Respondents

*(Appellants 1 and 3 were transposed as
Respondents 2 and 3 vide Court order
dated 20.08.2024 in C.M.P(MD)No.
17342 of 2023 in W.A(MD)No.1618 of 2018)*

PRAYER: Writ Appeal filed under Clause XV of Letters of Patent Appeal,
against the order dated 25.02.2016 made in W.P.No.813 of 2016 passed by this
Court.

For A1	: Mr.S.Kanmani Annamalai
For A2	: Mr.S.Seenivasagam
For R1	: Mr.P.Ganapathi Subramanian
For R2 & R3	: Mr.Ramanathan
	Additional Government Pleader

JUDGMENT

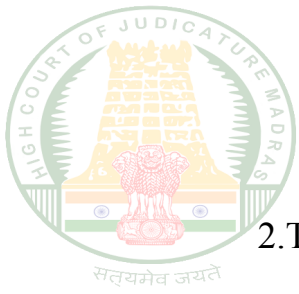
DR.G.JAYACHANDRAN, J.

AND

R.POORNIMA, J.

This writ appeal is filed by the Administrator of the Co-operative Society challenging the order passed by the learned single Judge directing the Society to pay the statutory dues payable to the first respondent/writ petitioner, which has been withheld on the premise that the surcharge proceedings initiated against the first respondent's husband pending since 2001.

Page 2 of 8



W.A.MD) No.1618 of 2018

2.The point involved in this appeal is that the husband of the writ petitioner, who worked as a Secretary in the appellant Society died in harness in the year 2013. The learned single Judge, after taking note of fact that the surcharge proceedings initiated against the husband of the writ petitioner was dropped on 26.05.2008 held that he is entitled for arrears of salary and other death cum retirement benefits based on the Section 18(1) of the Industrial Disputes Act, settlement entered between the management and the employee. Hence, disposed the writ petition with the direction to settle the entire retirement benefits to the writ petitioner including Provident Fund, Gratuity, leave salary and other benefits as early as possible however within a period of twelve weeks.

3.Being aggrieved, the respondents in the writ petition preferred an appeal in W.A(MD)No.1618 of 2018.

4.At the time of filing the writ petition, the Society was administered by the elected body headed over by the President, who is the fourth respondent in the writ petition. Later, the administration was taken over by the Executives and Administrators were appointed as per the Co-operative Societies Act and Rules. When the appeal was pending, two of the appellants viz., the Registrar (Housing), Tamil Nadu Housing Board Chennai, and the Deputy Registrar(Housing),



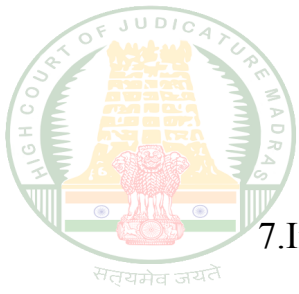
W.A.MD) No.1618 of 2018

Virudhunagar Region, got themselves transposed as respondents 2 and 3. Yet

another development in the issue was the payment of Rs.2,36,662.33/- on 31.10.2023 in compliance with the direction issued by the learned single Judge. However, even after payment of the said amount, the issue did not settle in view of the fact that the calculation of the benefits based on the unapproved 18(1) settlement entered between the Management and the employees became a borne of contention between the parties (ie) the Society and the writ petitioner.

5.While it is contended that 18(1) settlement fixing 31,000/- as monthly salary per month for the husband of the writ petitioner, who was serving as Secretary, contrarily the Management Society contended that this 18(1) settlement was not given effect to and the subsequent settlement was entered in the year 2015 between the parties. The cancellation of earlier 18(1) settlement refixing the pay as well as the recovery of the excess payment was approved and acted upon.

6.The learned counsel appaering for the first respondent/writ petitioner would submit that the alleged subsequent 18(1) settlement was after the demise of the petitioner's husband and therefore, it cannot be given effect to.



W.A.MD) No.1618 of 2018

7. In response to the above submission, the learned counsel appearing for the appellant/Society submitted that though the subsequent 18(1) settlement was formulized and approved in the year 2015, but even during the life time of the employee that was acted upon and the employee had started repaying the excess payment drawn by him. The instalments calculation memo furnished by the appellants/respondents indicates how a sum of Rs.2,36,662.33/- been arrived at and paid to the writ petitioner on 31.10.2023 as per the 18(1) settlement of the year 2015.

8. When the matter came up for consideration on 13.02.2025, requested the learned counsel appearing for the first respondent to verify whether the sum of Rs. 2,36,663.33/- was received under protest or towards full quit and final settlement. When the matter is taken up for consideration today, the learned counsel for the first respondent submitted that the first respondent received the cheque with an impression that it is a part payment. She did not know the content of the covering letter issued to her along with the cheque dated 31.10.2023.

9. We find the covering letter dated 31.10.2023 is in Tamil, addressed to the first respondent narrating the sequence of the litigation and how the sum of Rs.2,36,663.33/- been arrived. In the considered opinion of this Court, if really the

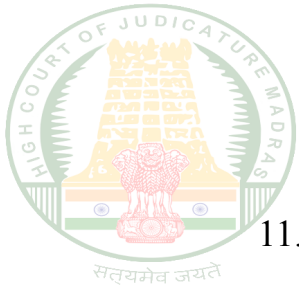


W.A.MD) No.1618 of 2018

first respondent had not understood the content of the covering letter and expecting something more from the Society, she should have verified the fact.

Whether the amount paid is towards final settlement from the date of the receipt of the cheque till date she has not made any protest or additional claim.

10. That apart, the dispute under consideration was whether the retirement benefit can be withheld even after closure of the surcharge proceedings. The implementation of the withdrawn 18(1) settlement is a different issue which has to be agitated separately. As for as the order passed by the learned single Judge to pay the gratuity, provident fund and salary arrears, the Society has calculated and paid the money pending the disposal of the Writ Appeal. The similar circumstances, Courts have consistently held that if the relief ordered by the learned single Judge been granted and complied, and if any dispute regarding difference in fixing of the benefits, it should be agitated by approaching the appropriate authority. In this case, till date there is no such representation to the Society. In case, if the first respondent/writ petitioner advised to make any representation, she is at liberty to make representation and work out her remedy as per law.



W.A.MD) No.1618 of 2018

11.In view of the aforesaid observations, the Writ Appeal stands dismissed.

No costs. Consequently, the connected miscellaneous petition is also closed.

[G.J., J.] & [R.P., J.]

13.03.2025

NCC : Yes / No

Index : Yes / No

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To

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2.The Deputy Registrar(Housing)

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