



WEB COPY

WP No. 33427 of 2



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 05-06-2026

CORAM

THE HON'BLE MR.JUSTICE K. SURENDER

**WP No. 33427 of 2024
and WMP.Nos.36211 of 2024**

The Management
Kothari Petrochemicals Limited, No 1/2b, 35/5,
Sathangadu Village, Manali, Chennai 600 068

..Petitioner(s)

Vs

S.Vinothkumar

..Respondent(s)

Prayer: This Writ Petition is filed under Article 226 of Constitution of India seeking Writ of Certiorari to call for the records connected with O.P No. 144 of 2023 on the file of the Presiding Officer, Second Additional Labour Court, Chennai and to quash the order dated 09.10.2024 made in Memo.

For Petitioner(s): MR.Sanjay Monhan
for M/S.S.Ramasubramaniam

For Respondent(s): M/S. C. D. Sugumar

ORDER

This Writ Petition is filed seeking for quashment of the records connected with O.P.No.144 of 2023 on the file of the Presiding Officer, Second Additional Labour Court, Chennai.



2. Today, when the matter came up for hearing, the learned counsel for the petitioner submitted that the petitioner viz. M/s.Kothari Petrochemicals and the respondent viz. Mr.S.Vinothkumar have entered into a memorandum of the settlement under Section 57(1) of the Industrial Relations Code 2020 and he has also produced a copy of the memorandum of settlement. The relevant portion of the settlement is reproduced hereunder:-

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NOW THIS DEED OF SETTLEMENT WITNESSETH AS FOLLOWS:

- 1) That the settlement request letter dated 05-Jan-2026 (enclosed as Annexure I) given by the workman is hereby accepted by the Management, and the same is read as part and parcel of this settlement and the quantum of compensation agreed herein, is mutually derived by both the parties after fair and free negotiation, as full and final for the purpose of this settlement.
- 2) It is further agreed that the Management shall make an Onetime payment to the workman an amount of **Rs. 24,00,000/- (Rupees Twenty-four lakhs Only)** and gratuity amount **Rs. 2,14,621 (Rupees Two Lakhs Fourteen Thousand Six Hundred Twenty one only)** as a lifetime, full and final settlement amount in lieu of all his monetary and employment claims after deducting applicable Income Tax, by way of Cheque bearing No. 062253, dated 25.05.2026 drawn on Indian Bank at Manali Branch and Cheque bearing No. 403527, dated 25.05.2026 drawn on State Bank of India at Nungambakkam Branch respectively, and the workman shall issue a receipt for the aforesaid payments.
- 3) The workman agrees that after signing this settlement and receipt of the above-mentioned amount, the workman will not be entitled to any other payments including statutory payments, if any from the Management.
- 4) The Workman hereby agrees that the aforesaid payment in Clause 1 shall be full and final settlement and lump sum compensation in settlement of all his claims, monetary or otherwise including his claim for reinstatement in O.P No. 144 of 2023 pending before the Hon'ble II Additional Labour Court, Chennai.



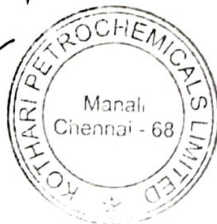


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- 5) Pursuant to the settlement, the workman hereby agrees that he shall have no claim of any kind, monitory or otherwise including any claim for reemployment, recruitment or other like, against the Management.
- 6) Upon signing of this settlement, it is agreed by both parties that an Award be passed in terms of the Settlement dt. 27.05.2026 in O.P No.144 of 2023 as settled by virtue of the terms of this Memorandum of Settlement.
- 7) It is agreed by the workman that on receipt of the above-mentioned amount the employer-employee relationship between the parties will come to an end.
- 8) The workman ensures that he has handed over all company properties i.e., ID card, etc., to the concerned persons of the management. However, if any company property or documents are unreturned to the management by the workman the same will be returned to the management by the workman.
- 9) It is agreed that this settlement terminates and supersedes all prior agreements, discussions, writings or correspondence with respect to the settlement and scope agreed herein and shall constitute the entire full and final settlement between the parties with respect to the subject matter hereto.
- 10) It is agreed by the Management to withdraw the Writ Petition No.33427/2024 pending before the Honorable High Court of Madras. The workman agrees to withdraw the OP No.144/2023 pending before the II Additional Labour Court Chennai. Both the parties agree to withdraw any other cases / petitions etc., pending if any before any other forums which are not mentioned in this settlement.

[Handwritten signature]



[Handwritten signature]
27/05/2026



- 11) The parties agree that the duly signed copy of this Settlement will be produced before the II Additional Labour Court, Chennai in O.P No.144 of 2023, and before W.P No. 33427 of 2024 pending before the Hon'ble High Court of Madras to dispose of the matters by recording the terms of this Settlement dt. 27.05.2026.
- 12) It is agreed by the parties that the payment under this agreement is subject to the provisions of Income Tax Act towards deduction of TDS.

IN WITNESS WHEREOF both have affixed their signature on this settlement on the 27th day of May 2026.

REPRESENTING MANAGEMENT

REPRESENTING WORKMAN

[Signature]
27/5/26
P. Premapiriyam

Vice President-Operations

[Signature]
27/05/2026
Mr. S. Vinothkumar

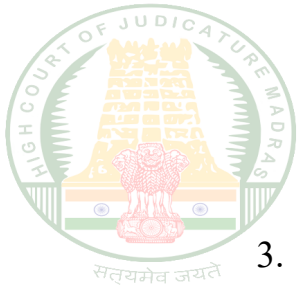
[Signature]
27/05/26
A. Damliyan

Manager - HR & Admin



Witness:

1. *[Signature]*
27/05/26
(K. Ramesan)
95 C, MURUGAPPAN ST
KUMARON ST MAIN ROAD,
CH - 61
2. (S. Gindhan) 27/5/2026.
No. 23 Nehru Nagar 1st.
Pallavathannan Koil
K. K. Thiruvai.
Madhavaram - 51.



3. Recoding the submission made by the learned counsel for the petitioner, this Writ Petition is closed in terms of settlement arrived between the parties. The Memorandum of Settlement shall be treated as part and parcel of this order. No costs. Consequently, connected miscellaneous petition stands closed.

05-06-2026

Index: Yes/No
Speaking/Non-speaking order
Neutral Citation: Yes/No

JAI

To
The Presiding officer,
Second Additional Labour Court,
Chennai.



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K.SURENDER, J.

JAI

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