



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 16.04.2026

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THE HON'BLE MR.JUSTICE S.M.SUBRAMANIAM
AND
THE HON'BLE MR.JUSTICE K.SURENDER

W.A.Nos.705 and 605 of 2026

S.Narayanan

..Appellant

-VS-

1. The Management,
K.G.Entertainment Company
Private Limited,
3, Banglow Road,
Race Course Road,
Coimbatore-641 018.
2. The Presiding Officer,
Labour Court, Coimbatore.

..Respondent(s)

WA No. 605 of 2026

S.Narayanan

..Appellant(s)

Vs

The Management,
K.G.Entertainment Company Private Limited,
3, Banglow Road,
Race Course Road,
Coimbatore - 641 018.

..Respondent(s)

W.A.No.705 of 2026

Prayer: To set aside the order in W.P.No. 8350 of 2018 dated 17.08.2023 in so far as reducing the back wages by 50 percent as illegal, arbitrary and contrary to law and consequently direct the 1st Respondent to pay remaining 50 percent of back wages to the appellant, award costs.



W.A.No.605 of 2026

Prayer: To set aside the order in W.P.No.23821 of 2023 dated 17.08.2023 in so far as reducing the back wages by 50 percentage as illegal, arbitrary and contrary to law and consequently direct the 1st Respondent to pay remaining 50 percentage of back wages to the appellant, award costs and render justice.

For Appellant: Mr.Balan Haridas

For Respondent: Mr.R.Jaya Prakash
Counsel for the Management

COMMON JUDGMENT

(Judgment of the Court was delivered by S.M.Subramaniam J.)

The present Writ Appeals have been instituted by Workman / Appellant herein, challenging the common Writ Court order dated 17.08.2023 passed in W.P.Nos.8350 of 2018 and 23821 of 2023.

2. Writ Petitions have been instituted by the Management, challenging the award dated 13.03.2017 passed by the Labour Court, Coimbatore in I.D.No.492 of 2009 and order dated 27.04.2023 made in C.P.No.5 of 2018.

3. Learned counsel for Workman would mainly contend that no consent has been given before the Writ Court nor any amicable settlement arrived at between the Management and Workman. Thus, finding of the Writ Court is incorrect.



4. Learned counsel for the Management would submit that during the course of argument, both parties agreed to settle the issues and accordingly, benefits were agreed to be paid to the Workman. Therefore, the finding of the Writ Court is based on the submission made between the parties during the course of hearing of the writ petitions.

5. Mr.Balan Haridas, learned counsel for the Workman would oppose, by stating that no written consent or affidavit has been filed nor counsel on record filed a memo to the effect that parties had agreed to settle the issues raised. In the absence of any such record or written consent, the contention of the Management that the parties agreed to settle the matter is incorrect. No such oral submission has been made before the Writ Court is the contention of the Workman.

6. A reading of Paragraph No.4 of the impugned writ order would show that when the matters were taken up for hearing, both learned counsel for the Management as well as Workman made a submission that the matter got amicably settled between the parties and Workman agreed to receive 50% of the backwages from the date of dismissal till the date of superannuation.



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7. This Court is of the view that while deciding the rights of Workman under the Industrial Disputes Act, 1947, any compromise arrived at between the parties must be reduced in writing and signed by all the parties for passing appropriate orders. Mere oral submission made by the counsel would be insufficient, since orders passed based on such submission may be disputed subsequently by any one of the party, which happens in the present case.

8. This Court cannot form an opinion, since the Workman disagreed with the alleged compromise and it is not made clear whether the submission was made at the behest of the learned counsel for the Workman or otherwise. A roving enquiry in this regard cannot be undertaken by this Court in the present proceedings.

9. At the outset, parties interested in settling the issue must reduce the terms of settlement in writing and a memo or affidavit is to be filed for passing appropriate orders, which is missing in the present case. Even there is no endorsement made by the learned counsel for the Workman and Management in the case bundle.



10. Under these circumstances, in the interest of justice and to preserve the rights of parties, matter is to be remanded back for effective adjudication of issues on merits based on the documents and evidence. In order to prove the *bona fide*, the Workman has returned the benefits, which he had already received in pursuance of the writ impugned common order. Repayment has been acknowledged by the learned counsel for the Management.

11. In view of the said factum, both Writ Appeals are allowed and the common Writ Court Order dated 17.08.2023 is set aside. The matter is remanded back to the Writ Court for fresh adjudication on merits. No costs.

(S.M.S.,J.) (K.S.,J.)
16-04-2026

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

The Presiding Officer,
Labour Court,
Coimbatore.



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S.M.SUBRAMANIAM,J.
AND
K.SURENDER,J.
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