



WA(MD)No.518 of 2026

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

WEB COPY

Dated : 08.04.2026

CORAM

THE HONOURABLE MR. JUSTICE N.SATHISH KUMAR
and
THE HONOURABLE MR. JUSTICE M.JOTHIRAMAN

WA(MD)No.518 of 2026
and
CMP(MD)Nos.4691 and 4693 of 2026

K.Jagadees Balan

... Appellant

Vs.

1. The Additional Chief Secretary
Transport Department Secretariat, St. George Fort,
Chennai - 600 009.

2. The Managing Director,
Tamilnadu State Transport Corporation (KUM) Limited,
27, Railway Station New Road,
Kumbakonam - 612001.

3. The Managing Director,
Tamilnadu State Transport Corporation (COVAI) Limited,
37, Mettupalayam Road,
Coimbatore - 641043.

4. The Chief Financial Officer,
Tamilnadu State Transport Corporation (KUM) Limited
27, Railway Station New Road,
Kumbakonam - 612001.

5. The Human Resource Department,



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Tamilnadu State Transport Corporation (KUM) Limited,
27, Railway Station New Road,
Kumbakonam - 612001.

6. The General Manager,
Tamilnadu State Transport Corporation (KUM) Limited,
27, Railway Station New Road,
Kumbakonam - 612001.

7. The General Manager,
Tamilnadu State Transport Corporation (KUM) Limited,
Periyamilaguparai,
Trichy - 620001.

8. The General Manager,
Tamilnadu State Transport Corporation (KUM) Limited,
Marudhupathy, Managiri Road
Karaikudi - 630307.

9. The General Manager,
Tamilnadu State Transport Corporation (KUM) Limited,
Pillaithanneerpandal Thirumayam Road,
Pudukottai - 622001.

... Respondents

PRAYER :- Writ Appeal filed under Clause 15 of Letters Patent, against
the order made in W.P.(MD)No.15146 of 2025 dated 26.11.2025.

For Appellant	: Mr.V.R.Shanmuganathan
For R1	: Mr.A.Kannan Additional Government Pleader
For R2	: M/s.Madhuri Donti Reddy, Standing Counsel
For R3 to R5, R8 & R9	: Mr.S.C.Herold Singh, Standing Counsel
For R6 & R7	: Mr.P.F.Ferlin Castro, Standing Counsel



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JUDGMENT

WEB COPY (Judgment of the Court was made by **N.SATHISH KUMAR, J.**)

This Writ Appeal is directed against the order made in W.P(MD)No.15146 of 2025 dated 26.11.2025.

2. The appellant was the standing counsel for the respondent corporation. Since his fee dues was not settled, he filed the abovesaid writ petition. In the writ petition, the matter was referred to mediation for amicable settlement and the matter was also settled before the Mediator. Recording such settlement agreement, the writ petition was disposed of by the order impugned. As against that order, the present writ appeal has been filed by the writ petitioner.

3. Learned counsel for the appellant would contend that there was a misrepresentation in the Alternative Disputes Resolution and Mediation and the Writ Court failed to see that the corporation misrepresented in the mediation and gave a wrong calculation which is against G.O(Ms)No.56, Transport (D) Department, and therefore, the order impugned is liable to be set aside.



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4. The mediation is the process where the parties themselves after deliberations voluntarily enter into a settlement agreement with certain conditions. A mediated settlement agreement is binding on the parties concerned and enforceable as a court decree. The Writ Court has also extracted Clause 7 of the settlement agreement where the parties herein have specifically averred as follows:

"7. By signing this Agreement the Parties hereto state that they have no further claims or demands against each other with respect to W.P(MD)No.15146 of 2025 and all disputes and difference in this regard have been amicably settled by the parties hereto through the process of conciliation / Mediation."

5. Once the parties have entered into the settlement agreement in the mediation, they are estopped from disputing the same unless any one of the grounds namely, fraud, corruption, impersonation, or the subject matter was not fit for mediation, is made out. In this case, none of the grounds is made out for interference. The appellant has assailed the settlement agreement on the ground that the corporation



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misrepresented and gave wrong calculation which is against G.O(Ms)No.

56. In our view, having agreed to the terms of settlement agreement and signed the same, the appellant cannot take such a contention in the appeal stage. Hence, we do not find any infirmity in the order impugned.

6. Accordingly, the Writ Appeal is dismissed. No costs. Consequently, connected miscellaneous petitions are closed.

[N.S.K., J.] & [M.J.R., J.]
08.04.2026

Index : Yes / No
Neutral Citation : Ye / No
bala

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