



W.P.(MD).No.23840 of 2025

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

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DATED : 23.01.2026

CORAM:

THE HONOURABLE MR.JUSTICE R.VIJAYAKUMAR

W.P(MD)No.23840 of 2025

and

W.M.P(MD) No.25088 of 2025

The Management,
By its General Manager,
Tamil Nadu State Transport Corporation
(Madurai) Limited,
Bye Pass Road,
Madurai – 625 016.

... Petitioner

Vs.

1. The Controlling Authority,
(Under the Payment of Gratuity Act, 1972
Appellate Officer)
Officer of the Additional Commissioner of Labour,
Madurai.

2. P.Kaveri
W/o.Late A.Pandian

3. P.Kannan
S/o.Late A.Pandian

4. P.Ponmanimuthu
S/o.Late A.Pandian

... Respondents



W.P.(MD).No.23840 of 2025

PRAYER: Writ Petition filed under Article 226 of the Constitution of India, praying this Court to issue a Writ of Certiorari, calling for the records relating to the impugned order passed by the Additional Commissioner of Labour, Madurai, in P.G.A.No.04 of 2025, dated 22.07.2025 and quash the same as illegal.

For Petitioner : Mr.Ajmal Kzhan
Additional Advocate General
Assisted by
Mr.Gladson Micheal Rajadurai

For R1 : Mr.B.Saravanan
Additional Government Pleader

For R2 : M/s.P.Kaveri (Party-in-person)

For R3 and R4 : No appearance

ORDER

The present Writ Petition has been filed challenging the order passed by the first respondent herein in P.G.A.No.04 of 2025, dated 22.07.2025, wherein the order passed by the original authority has been confirmed.

2. The second respondent's husband was employed in the canteen run by the petitioner/Transport Corporation. He had joined on 01.08.1988 and was made permanent in the year 1992. He passed away on 13.08.2008. The petitioner/Transport Corporation calculated gratuity for a period of 20 years



W.P.(MD).No.23840 of 2025

WEB COPY

from 01.08.1988 till August 2008 and disbursed the same to the second respondent.

3. However, relying upon Clause 26 of the 12 (3) Settlement dated 06.02.2008, the second respondent had approached the authority under the Payment of Gratuity Act for payment of gratuity for the period covering from 2008 to 28.02.2025, wherein the employee was expected to attain superannuation. The request of the second respondent was acceded to by the original authority and the petitioner/Transport Corporation was directed to pay the balance gratuity amount. This order was put to challenge before the first respondent. The first respondent relying upon the judgment of this Court in W.P(MD) No.15181 of 2018, dated 20.11.2024 had dismissed the appeal. Challenging the concurrent findings, the present writ petition has been filed by the Management.

4. According to the learned Additional Advocate General appearing for the petitioner/Transport Corporation, as per the Payment of Gratuity Act, gratuity has to be calculated from the date of entering into service till the date of death of the employee. Therefore, Clause 26 of the 12 (3) Settlement



W.P.(MD).No.23840 of 2025

should only be interpreted to the effect that the gratuity should be calculated as per the Act. The second respondent herein is claiming gratuity for the period after the date of death of employee till the date of superannuation. Such a request is not in consonance with the payment of Gratuity Act, 1972. The learned Additional Advocate General further submitted that Clause 26 of the 12(3) Settlement cannot be interpreted in such a manner, which is not in consonance with the statutory provisions. The full service would only imply the service including the temporary service of the employee and not the service after the date of death of the employee.

5. The second respondent herein who appeared party in person submitted that as per the Clause 26 of the 12(3) Settlement, the entire service of the employee has to be taken into account, including the service which is left after the date of death of the employee after the date of superannuation. She further pointed out that the appellate authority has relied upon the judgment of this Court in W.P(MD) No.15181 of 2018 dated 20.11.2024 wherein the same 12(3) Settlement has been interpreted by the Hon'ble Court in favour of the employee.



W.P.(MD).No.23840 of 2025

WEB COPY

6. Heard both sides and perused the materials available on record.

7. The only issue that arises for consideration is the interpretation of Clause 26 of the 12 (3) Settlement entered into between the Trade Union and the petitioner/Transport Corporation on 06.02.2008. A perusal of Clause 26 of the 12(3) Settlement reveals that in case of death of employees while in service, the entire service period shall be taken into consideration for the purpose of calculating gratuity. This Clause has been interpreted by this Court in W.P(MD) No.15181 of 2018, dated 20.11.2024. Paragraph No.5 of the said order is extracted as follows:

“5. Though the learned counsel for the petitioner made submissions referring to the Settlement made in the year 2010, no copy of the same has been produced before this Court. However, a copy of the 12(3) Settlement made in the year 2008 is available before this Court which states that in the event an employee dies during service period, then, his legal heirs are entitled to get gratuity for the period from the date of his appointment till the date of his superannuation. The first respondent took into consideration the above aspect and directed the petitioner



W.P.(MD).No.23840 of 2025

Management to pay a sum of Rs.82,987/~ together with interest at the rate of 10% per annum. Under these circumstances, I do not find any substance in submissions of the learned counsel for the petitioner and I do not also find any error in the orders passed by the first respondent”.

8. Considering the fact that so far no appeal has been preferred by the petitioner Management in the said writ petition and the same Management has filed present writ petition and the interpretation relates to the same Clause, this Court is of the considered opinion that no grounds have been made out to interfere in the order passed by the first respondent herein, in the light of the judgment of this Court cited supra.

9. There are no merits in this Writ Petition. Accordingly, this Writ Petition stands dismissed. There shall be no order as to costs. Consequently connected Miscellaneous Petition stands closed.

23.01.2026

NCC : Yes/No
Index : Yes / No
Internet : Yes / No
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W.P.(MD).No.23840 of 2025

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To

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W.P.(MD).No.23840 of 2025

R.VIJAYAKUMAR,J.

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W.P(MD)No.23840 of 2025

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