

(2014) 08 KAR CK 0047

In the Karnataka High Court

Case No : Writ Petition No. 10555 of 2012 (L-RES)

Kamla Dials and Devices Limited

APPELLANT

Vs

Workmen of Kamla Dials and Devices Karmikara Sangha

RESPONDENT

Date of Decision : 19-08-2014

Acts Referred:

Citation : (2014) 08 KAR CK 0047

Hon'ble Judges : S. Abdul Nazeer, J

Bench : Single Bench

Advocate : S.N. Murthy, Senior Adv, Advocate for the Appellant; T.S. Anantharam, Advocate for the Respondent

Final Decision : Disposed Off

Judgement

S. Abdul Nazeer, J.—This writ petition is directed against the award in I.D. No. 105/2000 dated 21-12-2010 whereby the Industrial Tribunal, Bangalore has directed the reinstatement of the three workmen with certain other consequential benefits.

2. Learned counsel for the parties submit that the matter has been amicably settled between the parties. Sri. H. Balakrishna, Deputy General Manager, HR & Administration of the petitioner - Management is present before the Court. Similarly, the three concerned workmen namely, Sri. Appajigowda. S, Sri. Radhakrishna. N, Sri. Kumar. G and Sri. H. Nagaraj-the President of the respondent - Union are also present before the Court.

3. Learned counsel for the parties have filed a joint memo duly signed by the petitioner, three workmen and President of the Union. The terms of the settlement are as under:

TERMS OF SETTLEMENT

"1. The petitioner has already extended the benefits of settlement dated 06-06-2000 of Ex. M-25 to the workmen who had not received the benefits,

including the workmen mentioned above, as directed by the Hon''ble Industrial Tribunal.

2. It is agreed by both the parties and the three workmen in question, namely M/s. Appaji Gowda, N. Radhakrishna and G. Kumar to settle the dispute amicably. In consideration of the respondent Sangha and the three workmen agreeing to settle the disputes, the petitioner has agreed to pay M/s. Appaji Gowda, N. Radhakrishna and G. Kumar, a sum of Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand Only) each in full and final settlement of all their entire claims against the petitioner. This payment is made in consideration of the respondent Sangha and all the three workmen giving up all their claims to reinstatement, back wages, consequential benefits, compensation in lieu of reinstatement, all monetary benefits that they would have been entitled had they been reinstated into service, gratuity, leave encashment etc.

3. The three workmen agreed to receive a sum of Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand Only) each in full and final settlement of all their claims against the petitioner company including their claims to reinstatement, compensation in lieu of re-instatement, back wages, consequential benefits, leave salary, bonus gratuity etc. As per the agreed terms, the details of payment made to the three workmen are as follows:

4. In consideration of the respondent Sangha and the three workmen giving up all their claims against the petitioner company including their claims for reinstatement, back wages, consequential benefits, compensation in lieu of reinstatement, all monetary benefits that they would have been entitled had they been reinstated into service, the dispute between the petitioner and the respondent Sangha as also the three workmen shall be deemed to have been fully and finally settled.

5. It is clearly agreed that the respondent Sangha and all the three workmen shall not raise any dispute with regard to non-employment of any other workmen listed in Annexure-A to the points of dispute in I.D. No. 105/2000.

6. The three workmen in question, namely, M/s. S. Appaji Gowda, N. Radhakrishna and G. Kumar, shall not have any claims against the petitioner for reinstatement, re-employment, fresh employment, back wages, consequential monetary benefits at any point of time in future.

7. With this settlement, all claims of the respondent Union and three workmen against the petitioner management is fully settled leaving no claims whatsoever against the petitioner Management, and the relationship of "employer and employee" has come to an end on 19-08-2014 itself.

Both the parties pray that this Hon''ble Court may be pleased to modify the award dated 21-12-2010 Annexure-C, in terms of this joint memorandum of settlement in the interest of justice."

4. Learned counsel for the petitioner has handed over three cheques for Rs.

1,50,000/- each, drawn in favour of the three workmen, to the workmen who are present before the Court and the workmen acknowledge receipt of the same. The Joint memo is placed on record. The writ petition is disposed of in terms of the joint memo. The award of the Tribunal impugned herein stands modified accordingly. No costs.