

In the Court of Labour Court, Kancheepuram

**Present: Tmt.S.Sujatha, M.A., M.L.,
Presiding Officer, Labour Court,
Kancheepuram.**

Wednesday, the 8th day of July 2026

I.D.No.24/2024

CNR No.TNKP18-000059-2024

E.Sathyamoorthi,
S/o.Elumalai
No.39, Nadutheru,
Iyampettai Chery,
Nemili Taluk,
Vellore District - 632 508.

--- Petitioner / Workman

//vs//

The Management of
Barga India Private Limited,
A7, SIPCOT Industrial Growth Centre,
Oragadam, Mathur Post,
Sriperumbudur Taluk,
Kancheepuram District.

--- Respondent/Management

This Industrial Dispute came up on 08.06.2026 for final hearing before this court in the presence of M/s.T.Ramkumar, A.Rekha, U.Manogar, B.Manikkavasagam and R.Sakthivel Advocates for the Petitioner. M/s.T.Arulraj Associates, J.James, N.S.Kishorekumar, S.Jesunayagam and M.Johnkennady Advocates for respondent and upon perusal of records and hearing the both side arguments and having stood over for consideration till this day, this court delivered the following

AWARD

1. This Industrial dispute is filed U/s 2A(2) of the ID Act 1947, praying to set aside the dismissal order dated 20.12.2022 and to re-instate the petitioner with full wages, continuity of service with all other attendant benefits.

2. The averments in the claim statement filed U/s 2A(2) of the ID Act by the Petitioner is as follows:

This Industrial dispute is raised as against illegal termination of service of petitioner by order dated 20.12.2022 and in consequence of failure report dated 25.04.2023 issued by DCL Sriperumbudur.

Respondent is involved in manufacturing Windmill Tower, and concrete mixing machine and earns huge profit.

Petitioner joined service of respondent as Welder in Production Department on 17.05.2016 and has unblemished records.

Respondent has engaged more than 60 workers, but only 30 are designated as regular workmen and remaining workers are designated as contractor workmen, trainees etc. Workmen are subjected to great level of exploitation by respondent. Overtime wages are not paid in accordance with law.

A Work's Committee under the guidance of INTUC was formed in respondent factory for the welfare of workmen and settlements were entered into between the management and said workers committee in respect of wage

and other service conditions of workmen from time to time. Last wage settlement was entered in the year 2018. After expiry of the said settlement, general demands were raised before respondent/management. Respondent/management had not come forward to settle the issues amicably, hence dispute was raised before DCL Irungattukkottai on 15.12.2022.

Respondent/management got furious over the same and as an act of victimization, Petitioner was denied employment from 17.12.2022 without any written order of termination, or any reasons for termination.

Respondent/management deposited a sum of Rs.2,33,420/- in the account of petitioner without furnishing any details. Petitioner retained part amount towards bonus, leave encashment and wages till 16.12.2022, returned balance amount of Rs.1,96,148/- by way of Demand Draft.

The termination of service of petitioner is unjust, unfair and in violation of Sec.25F of ID Act. Respondent had not published any common seniority list for welder/operators and had retrenched workmen to its whims and fancies in violation of "last come, first go". Juniors are retained in the factory. Respondent/management with an malicious intention to bring contract labours in the place of petitioner, by paying lesser wages, had terminated the petitioner under the guise of retrenchment. Even now substantial number of workers are employed in respondent factory and are involved in production activities. It amounts to violation of sec.25H of ID Act.

After failure of Conciliation proceedings Respondent/management informed the petitioner that if signs a settlement already prepared by respondent/management, will consider for reinstatement. The same was accepted by petitioner and other similar retrenched workmen on information given by respondent/management that there is always right to challenge the order of termination. In such circumstances though petitioner had not accepted to terms and conditions in the settlement signed it and received the amount given by respondent/management.

The work performed by petitioner is continuously available in the respondent/factory, Respondent/management is not ready to reinstate the petitioner into service and engaging contract labours and temporary workers in order to avoid extension of statutory benefits under labour welfare legislation.

Termination order issued to petitioner under the guise of retrenchment is legally unsustainable. The act of the respondent/management in not engaging the petitioner on a preferential basis in accordance with sec.25H of ID Act is unjust and unfair.

Petitioner is sole bread winner of his family and without any source of livelihood after termination and petitioner is not gainfully employed anywhere during period of non employment.

Petitioner's last drawn monthly salary was Rs.28,020/-

Hence this dispute to direct the respondent to re-instate the petitioner into

service of respondent with full back wages, continuity of service, with all other attendant benefits.

3. The averments in the Written statement filed by the Respondent is as follows :-

All the allegations are denied as false except those that are herein after specifically admitted.

The petitioner along with 16 employees were retrenched due to lack of business for several years and employees were sitting idle for months together without any work. The company was facing heavy financial crunch due to no required business orders to manage day to day liabilities. The respondent/management never stopped monetary and non-monetary benefits, and the same is extended to employees till this time.

The respondent engaged in manufacturing of specialised parts of Wind Turbine Generators Towers since 2012 onwards with total manpower of 33 employees. Due to current Global Business Scenario, Covid-19 issues and business sluggishness, business was very much affected to the larger extent in the last couple of years continuously.

The respondent didn't get any major orders from its customers namely the Siemens Gamesa from January 2020 to till the date of retrenchment and from Vestas side they had blacklisted the respondent company because of very poor welding by the employees and the entire export project got cancelled and

impacted loss of approximately 15 crores for the respondent. That was sheer negligence by the employees. The management was financially struggling to run respondent factory.

Even though there was no operations in the factory for the 6 months prior to the retrenchment, even workmen sitting ideally in their shop floor area, the respondent had given transport, canteen and other welfare facilities for them and also salary payments on or before 8th of every month till November 2022 and did not adopt any unfair labour practices like cutting salary for non-production during those period.

The respondent was forced to do cost reductions activity in various sectors like space reduction(vacated one bay and handed over to IR India), operations expenses,manpower (retrenchment) and administration expenses for the survival of the company on to anticipate getting business and try to run the operation in future.

The management was not aware that workmen filed dispute before DCL, Irungattukottai for their general demands and management did not receive any notice from the Deputy Commissioner of Labour.

For the survival of the company, the management had decided and declared to retrench 17 workers including petitioner herein in accordance with the Law. The management had displayed the department wise seniority list on the company notice board on 05.12.2022, employees were asked to approach

the HR department if there is any discrepancy, nobody approached till 16.12.2022 for any clarification.

The management is striving for getting orders and planning to have cost reduction wherever possible. It would take minimum 1 to 2 years or more to recover from the current situation, till that time the management was not in a position to offer any job to the petitioner. Management has decided to retrench 17 employees by department wise seniority list by observing the Principle of “last come first go”.

The petitioner refused to receive the retrenchment compensation. The respondent had paid the retrenchment compensation along with one month notice pay and with legal dues of Rs.233420/- in his salary account. The petitioner had returned only Rs.196148/- by way of demand draft after retaining balance amount of Rs.37272/-. The petitioner raised an Industrial dispute before the Deputy Commissioner of Labour Irungattukottai. The Conciliation ended in failure. The petitioner along with other retrenched employees had agreed for 18(1) settlement as per the terms and conditions stipulated therein.

The petitioner along with other retrenched workers voluntarily approached the respondent/management after the failure of the conciliation proceedings for amicable 18(1) settlement.

On the common understanding between the petitioner and the respondent/management, the petitioner has signed in the 18(1) settlement on

24.06.2023. The petitioner was paid the amount of full and final settlement a sum of Rs.238593/- which he was legally entitled towards retrenchment compensation with all other service benefits as per the Act and also a sum of Rs.324924 /- as ex-gratia amount by way of Cheque Nos.001960 and 001959 dated 20.06.2023 for sum of Rs.324924/- and Rs.201321/- respectively, drawn on HDFC Bank, Kanchipuram. The total amount paid to the petitioner is Rs.563517/- towards retrenchment compensation and exgratia.

The respondent/management has submitted the copy of the 18(1) settlement signed by the petitioner to the Deputy Commissioner of Labour, (conciliation-I) Irunkattukottai, Sriperumbudur along with covering letter dated 27.06.2023 and the same was received and acknowledged by the office of the Deputy Commissioner of Labour (Conciliation I), Irunkattukottai, Sriperumbudur on 27.06.2023.

The petitioner agreed he will not raise any dispute or any demands against the respondent/management in future especially employment or reinstatement. There is no question of violation of sec.25H of the ID Act.

The petitioner has taken up profitable employment with another organisation, namely Sunmax Constructions Private Limited on 12.06.2023, his member Id:TBTAM16061860000011280, cannot claim employment or reinstatement in service with the respondent.

The Petitioner after receipt of full and final settlement amount, with

unclean hand has approached this court. This petition is not maintainable u/s.2A(2) of ID Act and the petitioner is not entitled for reinstatement. To dismiss this claim petition with heavy cost.

4. In this case, the petitioner has been examined as WW1 and has marked Ex.W1 to Ex.W9. On the side of the respondent MW1 has been examined and Ex.M1 to Ex.M28 are marked.

5. **Based on the above pleadings points for consideration are as follows :-**

1. Whether petitioner is to be reinstated into service on the Principle of “Last come first go”?
2. Whether the 18(1) settlement dated 24.06.2023 entered into between petitioner and respondent is binding on the petitioner?
3. To What other relief ?

Answer to the Issues No.1 to 3

6. Petitioner to prove his claim has examined himself as WW1.

Petitioner has joined service of respondent as Welder on 17.05.2016. Under Ex.W1 he had been issued with confirmation order on 09.08.2019. It comes to know from Ex.W3 pay slip for the month of June 2022 his monthly salary was Rs.28020/-.Identity Card issued to the petitioner by respondent is filed as Ex.W2.

7. Petitioner’s case is that to putforth the grievance of workmen, workers

committee was formed, settlements were entered into, but after 2018. Respondent/Management had not come forward to settle the issues amicably, as such, in respect of general demands, dispute was raised before DCL, Irungattukottai on 15.12.2022 and Respondent/Management got furious over the same, as an act of victimisation, denied employment to petitioner and other workers with effect from 17.12.2022.

8. Further it is claimed by petitioner that the Respondent/Management with an malicious intention to bring contract labours in their place, and to pay lesser wages to them, had terminated the petitioner and 16 more workmen under the guise of retrenchment and the said act is violation of sec.25(H) of ID Act.

9. Petitioner further claims that Seniority list of workmen, category wise was furnished to him only during the Industrial dispute raised by him. The said seniority list of workmen category wise is filed as Ex.W4 and the same is dated 05.12.2022 and claims subsequent to the same, under Ex.W5 list of retrenched employees was issued on 16.12.2022 and under Ex.W6 petitioner had been issued with order of retrenchment. Against the said order of retrenchment petitioner had raised a dispute before conciliation officer on 29.12.2022 under Ex.W7 and rejoinder had been filed under Ex.W8 and as no conciliation could be arrived, failure report had been issued under Ex.W9.

These Ex.W1 to W9 are not denied or disputed by respondent/management.

10. On the other side contention of respondent/management is that, due

to lack of business for several years, and as employees were sitting idle for months together without any work, respondent/management was facing heavy financial crunch, and was not able to manage day to day liabilities like payment of wages and welfare facilities and due to Covid -19 issues, business was very much affected to the larger extent and was not able to get major orders from one of the customers Siemens Gamesa and one of the customer namely Vestas had blacklisted them because of very poor welding by employer, entire export project got cancelled, had faced loss to the tune of Rs.15 crores and there was no operation in the factory for six months prior to retrenchment, and even then all workers were paid salary and other emoluments, and for survival of the company, decided to retrench 17 workers and had displayed the Seniority List on the notice board on 05.12.2022 and workers were asked to approach the HR Department, if there is any discrepancy or clarification, none of the workmen had approached till 16.12.2022, and thereafter they were issued with retrenchment order.

11. The respondent/management to prove their contention has examined its HR Manager Thiru.Sakthivel as MW1 under authorisation Ex.M1. The respondent/management under Ex.M2 has published a notice to their workmen even on 03.02.2021, Stating that it has taken less order and there is less production in their company. Under Ex.M3 respondent/management has issued a notice dated 03.03.2021 requesting workmen to contribute their full involvement in their work, which was obtained after struggle.

12. For the general demands raised by the workers committee before Conciliation Officer, respondent/management under Ex.M4, had submitted their reply on 08.03.2021 stating their business and financial crunch, under Ex.M5 letter dated 13.03.2021 had been addressed to respondent/management, regarding termination of 5 member workers committee, agreement has been entered into with respondent/management under Ex.M6 on 27.05.2021 and the same had been intimated to Conciliation Officer on 16.08.2021 under Ex.M7. Further respondent/management even on 14.02.2021 under Ex.M8 had issued a circular stating workers have to cooperate to supply the products to their customers and under Ex.M9 circular had been issued on 12.11.2022 that the workmen has to be punctual in traveling by company transport and subsequently under Ex.M10. Respondent/Management had issued a circular on 01.12.2022 expressing business and financial crisis and about paid holidays.

13. All the above documents reflects that respondent/company was in heavy business and financial loss and the same had been brought to the knowledge of workers by respondent/management through notices and circulars. But petitioner has claimed that such notice and circulars were never published, affixed or circulated. Ex.M2, M3, M8 to M10 are not disputed during cross examination of MW1. So it can be presumed that those notice and circulars were displayed by respondent/management to the knowledge of workmen.

14. Under Ex.M12, M13 respondent/management on 06.12.2022 and

13.12.2022 expressed its situation in not accepting the charter of demands of workers committee. Further under Ex.M14 respondent/management has expressed its difficulty in paying the wages for the month of November 2022 and had assured the same will be paid within a week. On 16.12.2022 under Ex.M15 respondent/management has retrenched 16 workers including the petitioner and on the same day had addressed to the Conciliation Officer, Sriperumbudur under Ex.M16 requesting intervention to workmen stop working, under Ex.M17 retrenchment notice had been sent to the petitioner through post, notice of retrenchment u/s.25F of ID Act had been given to petitioner on 16.12.2022 alongwith details of notice pay, retrenchment compensation and legal dues. On 17.12.2022 notice is sent by respondent/management to Conciliation Officer under Ex.M19, Inspector of Police, Superintendent of Police under Ex.M20, M21 to disburse the workmen undergoing stay in strike. On 18.12.2022 under Ex.M22 respondent/management has issued order of suspension of operations.

15. The fact that after retrenchment of petitioner, dispute was raised before Conciliation Officer challenging the same and failure report was issued is not denied.

16. The main contention of the petitioner is respondent/management has not followed the mandatory conditions envisaged u/s.25F of ID Act and there is violation of 25H of ID Act.

25H of ID Act speaks about conditions precedent to retrenchment of workmen.

- Workman shall be in continuous service for not less than one year.
- Workman must be given one months notice in writing or been paid in lieu of such notice, wages for the period of notice.
- Fifteen days average pay for every completed year of continuous service to be paid as compensation.
- Notice to be served on appropriate Government or such authority as specified by notification in the Official Gazette.

Petitioner has entered service of respondent/management in the year 2016. Had been dismissed by way of retrenchment in the year 2022. Thereby petitioner is in continuous service of not less than one year.

17. Under Ex.M18 petitioner had been paid with one month notice pay, retrenchment Compensation and legal dues totalling to a sum of Rs.233420/-. Petitioner himself in his claim statement has admitted that respondent/management deposited a sum of Rs.2,33,420/- in his account on 26.12.2022, 10 days after retrenchment on 17.12.2022. Further he has admitted that petitioner had returned a sum of Rs.1,96,148/- to respondent/management by way of Demand Draft. From the said contention it comes to know that, respondent/management has paid the retrenchment compensation.

18. From Ex.M17 it comes to know that retrenchment notice dated 16.02.2022 had been sent through post on 17.12.2022 to petitioner and the same had been received by him on 20.12.2022, hence petitioner claims that he had been retrenched on 20.12.2022. In Ex.M18 notice it is stated that petitioner has

to collect the legal dues from Accounts department on or before 22.12.2022, and under Ex.M17 it is intimated that amount will be credited in respective bank account accordingly. The respondent/management has also deposited the said amount though petitioner has returned a sum of Rs.1,96,148/-. It reflects that respondent/management has paid the one month notice pay and fifteen days average pay of completed continuous service under respondent/management to petitioner.

19. Respondent/management has sent copy of the retrenchment notice to Deputy Commissioner of Labour, Sriperumbudur under Ex.M16 and there is seal of the said office in Ex.M16 acknowledging the receipt of the letter Ex.M16. Respondent/management has not filed any proof to show that notice had been sent in prescribed manner to the appropriate Government or such authorities as required u/s.25(F)(c) of ID Act.

Under sec.25(G) of ID Act,

Employer shall ordinarily retrench the workman who was the last person to be employed in a particular category unless for reasons to be recorded the employer retrenches any other workman.

20. Respondent has claimed that under Ex.M11 on 05.12.2022 Department wise Seniority List was Published in the notice board.

Petitioner has admitted in his cross examination as follows :-

போதிய ஆர்டர் இல்லாத காரணத்தினாலும் நிர்வாகம் நிதி நெருக்கடியில்

இருந்த காரணத்தினாலும் ஊழியர்களின் எண்ணிக்கையை குறைக்க வேண்டும் என்ற எண்ணத்தில் ஒவ்வொரு துறைக்கும் உள்ள சீனியாரிட்டி லிஸ்ட் அறிவிப்பு பலகையில் 05.12.2022 அன்று ஒட்டப்பட்டது என்றால் அன்றைய தினம் ஒட்டப்படவில்லை. 16 ஆம் தேதி இரண்டாவது ஷிப்டிற்கு வந்த போது மாலை 5 மணி அளவில் தான் ஒட்டினார்கள். அவ்வாறு ஒட்டப்பட்ட சீனியாரிட்டி லிஸ்டில் வேறுபாடு உள்ளது என ஆட்சேபனை தெரிவிக்கப்பட்டது என்றால் தெரிவிக்கப்பட்டது எழுத்து மூலமாக தெரிவிக்கப்படவில்லை. CEOயிடம் அனைத்து தொழிலாளர்களும் சென்று ஆட்சேபனையை தெரிவித்தோம். 16.12.2022 அன்று நிர்வாகம் ஆட்குறைப்பு அறிவிப்பை வெளியிட்டது என்றால் ஆமாம். அந்த ஆட்குறைப்பு அறிவிப்பில் சட்டப்படி கிடைக்கக்கூடிய பணப்பயன் மற்றும் ஒரு மாதம் அறிவிப்பு காலத்திற்கான தொகை பெற்றுக்கொள்ள அறிவுறுத்தப்பட்டிருந்தது என்றால் இல்லை. ஆட்குறைப்பு அறிவிப்பு மற்றும் பணப்பயனை நாங்கள் வாங்க மறுத்த காரணத்தினால் நிர்வாகம் அறிவிப்பை எங்கள் வீட்டு விலாசத்திற்கு அனுப்பியது என்றால் ஆமாம்.

From the above evidence it comes to know that respondent/management has affixed the seniority list in the notice board on 16.12.2022. Though petitioner claims that there is no separate seniority among welders for each and every department, they have not sent any written objections to the seniority list released by respondent/management. Though MW1 in his cross examination has stated that appointment order is not issued to welder specifying their department, once there is discrepancy or objections to the seniority list released by respondent/management, the aggrieved workmen ought to have given their written objections to the respondent/management. But petitioner has miserably failed to give the objections to the seniority list released on 05.12.2022.

21. Further petitioner when claims that the Seniority list details released by respondent/management is incorrect then they are bound to state the correct seniority list. The same also not stated by petitioner herein. Mere objections to seniority list is not sufficient, clear and reliable, correct, details of seniority ought to have been pleaded by petitioner, but not done so. Hence this court is of opinion that respondent/management only after releasing the seniority list had retrenched the petitioner. Hence it is assumed that respondent/management has complied with sec.25(G) of ID Act.

22. Petitioner claims that as per sec.25H of ID Act. Retrenched workman to be given an opportunity for reemployment and petitioner states that respondent/management is running successfully in a profitable manner and hence they should be given re-employment. Petitioner in one place states that

contract labours are engaged in their place and in other place claims that Juniors are retained and seniors are retrenched. Petitioner has not specifically pleaded whether contract labours are engaged or Juniors are retained. If as stated by petitioner if juniors are retained, the details and particulars of those Juniors are not specifically stated, contract labours are engaged from which date onwards, how many contract labours are engaged by respondent/management after retrenchment of petitioner not specifically stated. Further, petitioner has not clearly stated, after retrenchment of petitioner, how many workmen are freshly employed by respondent/management. Petitioner has failed to plead and prove those contentions.

23. Further petitioner relies on the Judgment of Honble High Court of Jammu & Kashmir and Ladakh

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Fayaz Ahmad Sheikh & Others.**

In which it is held that once employer has not followed statutory obligation, then acceptance of retrenchment amount would not be an estoppel for the workmen to challenge the order of retrenchment and further relied on the Judgment in

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The State of West Bengal & another**

In which it has been held that workmen could not be asked to collect his due afterwards, there was no compliance with sec.25F and based on these two

judgments, retrenchment of petitioner to be decided to be illegal.

24. Though from records it comes to know that respondent/management has not complied with in full all the requirements for retrenchment, subsequent to raising of dispute challenging the retrenchment of petitioner and issuance of failure report, Petitioner had entered into a settlement on 24.06.2023 with management and had received a sum of Rs.5,26,245/- from management. The same is proved by Ex.M23 to M25. There after Experience cum relieving letter is issued under Ex.M26 and the said settlement is also intimated to DCL on 27.06.2023 under Ex.M27.

25. In the said settlement u/s.18(1) of ID Act petitioner has agreed that he will not make any kind of demand to respondent/management in future. Though petitioner in his claim statement has stated that he signed the said settlement subject to right to challenge the order of termination, whereas petitioner in his cross examination has stated as follows :-

தொழிலாளர் துறையில் மனு தாக்கல் செய்தேன் என்றால் ஆமாம்.

பேச்சுவார்த்தை சுமுகமாக முடியாத காரணத்தினால் சமரசம் முறிவறிக்கை

வழங்கப்பட்டது என்றால் ஆமாம். வழங்கப்பட்ட பின்னர் அனைவரும்

நிர்வாகத்திடம் பேச்சுவார்த்தை நடத்தினோம் என்றால் ஆமாம். நிர்வாகத்துடன்

ஏற்பட்ட பேச்சுவார்த்தையில் சமரசம் ஏற்பட்டு 18(1) கீழான ஒப்பந்தத்தில்

கையெழுத்து போட்டோம் என்றால் ஆமாம். அந்த ஒப்பந்தத்தில் சாட்சி கையெழுத்து போட்டது என் உடன் வேலை பார்த்த சக தொழிலாளர்கள் என்றால் ஆமாம். மேற்படி ஒப்பந்தத்தில் ஆட்குறைப்பு பணப்பயனை ஏற்றுக் கொள்வதாகவும் இனி வேலை கேட்கமாட்டோம் எனவும் ஒரு நிபந்தனை கண்டிருந்தது என்றால் ஆமாம். ஆனால் நிர்வாகம் மீண்டும் செயல்பட தொடங்கும் பட்சத்தில் எங்களையே மீண்டும் வேலைக்கு எடுத்துக் கொள்வதாக உறுதி அளித்திருந்தது. 18(1) கீழான ஒப்பந்தம் நீதிமன்றத்தில் தாக்கல் செய்யப்படவில்லை. ஆட்குறைப்பு பணப்பயன் ஒரு காசோலையாகவும் எதிர்காலத்தில் வேலை கேட்கமாட்டோம் என்பது சம்பந்தப்பட்ட கருணைத்தொகை பொருத்து ஒரு காசோலையும் வழங்கப்பட்டது என்றால் ஆமாம்.

From the above evidence it is clear that 18(1) settlement had been entered into by petitioner voluntarily and there is no coercion or duress. Hence 18(1) settlement dated 24.06.2023 under Ex.M23 is binding on the petitioner.

26. Further under Ex.M.28 it comes to know that petitioner is working in another establishment after retrenchment. The same is also admitted by

petitioner in his cross examination as follows:-

எதிர்மனுதாரர் நிறுவனத்திலிருந்து விடுவிக்கப்பட்ட பின்னர் Sun Max Constructions Private Limitedல் வேலைக்கு சேர்ந்தேன் என்றால் ஆமாம். தற்சமயம் விவசாயம் செய்து வருகிறேன். எதிர்மனுதாரர் நிறுவனத்திலிருந்து விடுவிக்கப்பட்டிருக்கும் காரணத்தினாலும் அதன் பிறகு வேறு இரண்டு நிறுவனங்களில் வேலை பார்த்த காரணத்தினாலும் எதிர்மனுதாரருக்கும் எனக்கம் தொழிலாளி முதலாளி என்ற உறவு முறை இல்லை என்றால் சரியல்ல.

27. A settlement arrived at by agreement between employer and workmen otherwise then in the course of conciliation proceedings is bindings u/s.18(1) of ID Act. The said settlement had been signed voluntarily and petitioner had also accepted the compensation in full and final settlement without any protest.

28. Further in the said 18(1) settlement in para 7 petitioner has given up all his rights in future. Petitioner while claims that he had entered into a 18(1) settlement with respondent/management had not come forward to produce the same before court. The said settlement is filed only by respondent/management. The recitals in the said settlement reveals that

petitioner has relinquished all his future claims. Considering the 18(1) settlement dated 24.06.2023 Ex.M23, this petitioner is not entitled to have further claims against respondent/management and thereby this Industrial dispute is not maintainable and it is liable to be dismissed. Points No. 1 to 3 answered accordingly.

In the result this Industrial dispute is dismissed. Parties to bear their own cost.

Dictated to the steno typist, directly typed by her, corrected and pronounced by me in the open court, this the 8th day of July 2026.

Presiding Officer,
Labour Court,
Kancheepuram.

List of witnesses examined

For the Petitioner/Workman:

W.W.1 E.Sathiyamoorthi

For the Respondent / Management:

M.W.1 E.Sakthivel

List of exhibits marked

For the Petitioner/Workman:

Ex.W.1	09.08.2019	Copy of confirmation order
Ex.W.2	12.03.2020	Copy of Identity Card
Ex.W3	June 2022	Copy of Pay slip of the petitioner
Ex.W4	05.12.2022	Copy of Seniority list issued by the respondent/management

Ex.W5	16.12.2022	Copy of list of employees retrenched by the respondent.
Ex.W6	16.12.2022	Copy of letter given by the respondent/management, enclosing the order of retrenchment to the petitioner
Ex.W7	29.12.2022	Copy of u/s.2A petitioner filed by petitioner
Ex.W8	09.03.2023	Copy of rejoinder filed by petitioner
Ex.W9	25.04.2023	Copy of Conciliation failure report

For the Respondent/ Management:

Ex.M.1	04.06.2024	Copy of Authorisation letter of MW1
Ex.M.2	03.02.2021	Copy of notice by management
Ex.M.3	03.03.2021	Copy of notice by management
Ex.M.4	08.03.2021	Copy of reply to Deputy Commissioner of Labour, Conciliation -I, Irungattukottai
Ex.M.5	13.03.2021	Copy of letter from works committee
Ex.M.6	27.05.2021	Copy of agreement between the management and works committee
Ex.M.7	16.08.2021	Copy of letter to DCL
Ex.M.8	14.07.2021	Copy of Circular
Ex.M.9	12.11.2022	Copy of Circular
Ex.M.10	01.12.2022	Copy of Circular
Ex.M.11	05.12.2022	Copy of Department wise Seniority List -Notice
Ex.M.12	06.12.2022	Copy of reply to works committee

Ex.M.13	13.12.2022	Copy of reply to works committee
Ex.M.14	13.12.2022	Copy of Circular
Ex.M.15	16.12.2022	Copy of list of retrenched employees-notice
Ex.M.16	16.12.2022	Copy of letter to DCL
Ex.M.17	16.12.2022	Copy of letter to petitioner
Ex.M.18	16.12.2022	Copy of retrenchment notice with statement of retrenchment compensation to petitioner
Ex.M.19	17.12.2022	Copy of letter to DCL
Ex.M.20	17.12.2022	Copy of Complaint to Inspector of Police
Ex.M.21	17.12.2022	Copy of complaint to Superintendent of Police
Ex.M.22	18.12.2022	Copy of Notice of suspension of operation
Ex.M.23	24.06.2023	Copy of settlement u/s.18(1) of ID Act between the management and employees
Ex.M.24	24.06.2023	Copy of receipt
Ex.M.25	20.06.2023	Copies of cheques
Ex.M.26	24.06.2023	Copy of experience cum relieving letter
Ex.M.27	27.06.2023	Copy of intimation of DCL regarding settlement u/s.18(1) of ID Act.
Ex.M.28		Copy of Proof of employment with another Establishment.

Presiding Officer,
Labour Court,
Kancheepuram.