

In the Court of Labour Court, Kancheepuram

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

Thursday, the 14th day of May 2026

**I.D.Nos. 38, 16, 19, 21, 24, 25, 26, 27, 28, 30, 31, 32, 33,
34, 37, 39, 40 & 41 of 2021**

I.D.No. 38/2021

CNR No.TNKP18-000154 -2021

K.Saravanan (age 25)
S/o.Kumar,
No.41, Kulathu Street,
Kagithapattarai,
Vellore - 632 012

--- Petitioner / Workman

I.D.No. 16/2021

CNR No.TNKP18-000132 -2021

B.Arun (age 24)
S/o.Baskar,
No.83, Mettu Street,
Polivakkam Village & Post,
Thiruvallur District - 602 002.

--- Petitioner / Workman

I.D.No. 19/2021

CNR No.TNKP18-000135 -2021

S.Dinakaran, (age 25)
S/o.Sampath,
No.11/3, Mettu street,
Akara kora kottai,
Vandavasi Taluk,
Thiruvannamalai District - 604 406.

--- Petitioner / Workman

I.D.No.21/2021**CNR No.TNKP18-000137 -2021**

A.Poovarasam,(Age 22)
S/o.Arumugam,
No.6/B,Upumettu Colony,
Kaveripakkam,
Vellore District - 632 508.

--- Petitioner / Workman

I.D.No. 24/2021**CNR No.TNKP18-000140 -2021**

N.Azar Ahamad, (age 23)
S/o.Nazir Ahamad,
No.312A/A, Puthupoonthottam,
Nehru Street,
Tindivanam
Villupuram - 604 001.

--- Petitioner / Workman

I.D.No. 25/2021**CNR No.TNKP18-000141 -2021**

M.Sarankumar (age 25)
S/o.Mani,
No.242, 2nd Street,
Raghuraman Nagar, Padur Post,
Vandavasi Taluk,
Thiruvannamalai District - 604 403.

--- Petitioner / Workman

I.D.No. 26/2021**CNR No.TNKP18-000142 -2021**

K.Sanjeevkumar (age 23)
S/o.Konaan,
No.2/213, Main Road,
Kurumbar Street,
Varakoor Post,
Senthamanagalam Taluk,
Namakkal District - 637 021.

--- Petitioner / Workman

I.D.No. 27/2021**CNR No.TNKP18-000143 -2021**

N.Vinothkumar (age 26)
 S/o.Nagarajan,
 No.12/61, Nehru Street,
 Ramaiah Nagar,
 Medavakkam,
 Chennai - 600 100

--- Petitioner / Workman

I.D.No. 28/2021**CNR No.TNKP18-000144 -2021**

G.Yuvaraj Gandhi (age 27)
 S/o. Gandhi,
 No.11, Rajamanicka street,
 Kaspaa, Arcot,
 Vellore District - 632 503.

--- Petitioner / Workman

I.D.No. 30/2021**CNR No.TNKP18-000146 -2021**

S.Surendar (age 21)
 S/o.Subramani,
 No.17, Chetty Street,
 Wallajapettai,
 Vellore District - 632 513.

--- Petitioner / Workman

I.D.No. 31/2021**CNR No.TNKP18-000147 -2021**

M.Deepak (age 25)
 S/o.Munivel,
 No.4, Nethaji Nagar,
 Kancheepuram District - 631 501.

--- Petitioner / Workman

I.D.No.32 /2021**CNR No.TNKP18-000148 -2021**

K.Venkatesan, (age 28)
 S/o.Kanagasabhai
 No.1/3,98A Udaiyarpatti,
 Korapattarai,
 Latheri Post,
 Katpadi Taluk,
 Vellore District 632 202.

--- Petitioner / Workman

I.D.No. 33/2021**CNR No.TNKP18-000149-2021**

V.Elavarasan (age 24)
 S/o.Vijayakumar,
 No.2/24, Kompuran Kadu,
 Karuppu Reddiyur Post,
 Mettur Taluk,
 Salem District - 636 404.

--- Petitioner / Workman

I.D.No.34 /2021**CNR No.TNKP18-000150 -2021**

D.Manikandan (age 30)
 S/o.Dhayalan,
 No.2/21, Bhajanai Koil Street,
 Klai Village, Vayalur Post,
 Thiruperumpudur,
 Kancheepuram District -602 105.

--- Petitioner / Workman

I.D.No.37 /2021**CNR No.TNKP18-000153 -2021**

I.Vignesh, (age 25)
 S/o.Imaiyazhagan,
 No.2/10, Mariyamman Koil Street,
 Koodanagaram Village & Post,
 Gudiyattam Taluk,
 Vellore - 635 806.

--- Petitioner / Workman

I.D.No.39 /2021**CNR No.TNKP18-000155 -2021**

S.A.Shobanbabu, (age 30)
 S/o.Arumugam,
 No.31/B, Subramanian Street,
 Vivekanandhar Nagar,
 Avadi - 600 054.

--- Petitioner / Workman

I.D.No.40 /2021**CNR No.TNKP18-000156 -2021**

A.Gopi (age 27)
 S/o.Arumugam,
 No.335, Pallitheru,
 Mattaparai Post,
 Velukanandal Post,
 Thiruvannamalai District -606 802

--- Petitioner / Workman

I.D.No. 41/2021

CNR No.TNKP18-000157 -2021

G.Dinakaran,
S/o.Ganapathi,
No.264, Pillaiyar Koil Street,
Chekangkulam,
Rajakulam Post,
Kancheepuram District - 631 561.

--- Petitioner / Workman

//vs//

The Management
Motherson Automotive Technologies & Engineering
(A division of Samvardhana
Motherson International Limited)
Pondur Village & Post,
Thiruperumpudur Taluk,
Kancheepuram District - 602 105.

--- Respondent/Management

(Amended as per order in I.A.1/2022
dated 03.09.2022)

These Industrial Disputes came up on 22.04.2026 for final hearing before this court in the presence of M/s.S.Kumarasamy, K.Bharathi, K.Suresh and J.Mohanraj Authorised representative for the Petitioners. M/s.M.Kandasamy and P.Ashok kumar 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

COMMON AWARD

1. These Industrial disputes are filed U/s 2A(2) of the ID Act 1947, praying to set aside the termination of petitioners as illegal and unjustified and to reinstate the petitioners into service, with full back wages and other attendants benefits.

2. The averments in the claim statement in ID.38/2021,

Petitioner by order dated 05.04.2017 was appointed as a trainee under the respondent/management for a period of 2 years. By order dated 20.04.2019 petitioner was placed under probation for a period of 6 months as technician. Thereafter service was not extended. His probation comes to an end as on 19.10.2019. As per Model Standing Order from 20.10.2019, He has to be considered as permanent employee. Petitioner's last drawn monthly salary was Rs.12,010/-.

The averments in the claim statement in ID.16/2021

Petitioner by order dated 13.03.2019 was placed under probation for a period of 6 months as technician. His probation comes to an end as on 12.09.2019. As per Model Standing Order from 13.09.2019, He has to be considered as permanent employee. Petitioner's last drawn monthly salary was Rs.11,733-.

The Common averments in the claim statement in ID.19/2021 & 40/2021

Petitioner by order dated 01.03.2017 was appointed as a trainee under the respondent/management for a period of 2 years. By order dated 01.04.2019 petitioner was placed under probation for a period of 6 months as technician. Thereafter service was not extended. His probation comes to an end as on 30.09.2019. As per Model Standing Order from 01.10.2019, He has to be

considered as permanent employee. Petitioner's last drawn monthly salary was Rs.12,010/-.

The Common averments in the claim statement in ID.21/2021 & 31/2021

Petitioner's by order dated 02.03.2018 was appointed as a trainee under the respondent/management for a period of 1 year. By order dated 20.06.2019 petitioner was placed under probation for a period of 6 months as technician. Thereafter service was not extended. Petitioner's probation comes to an end as on 19.12.2019. As per Model Standing Order from 20.12.2019. He has to be considered as permanent employee. Petitioner's last drawn monthly salary was Rs.10,520/-.

The averments in the claim statement in ID.24./2021

Petitioner by order dated 02.05.2017 was appointed as a trainee under the respondent/management for a period of 2 years. By order dated 13.05.2019 petitioner was placed under probation for a period of 6 months as technician. Thereafter service was not extended. His probation comes to an end as on 12.11.2019. As per Model Standing Order from 13.11.2019, He has to be considered as permanent employee. Petitioner's last drawn monthly salary was Rs.12,010/-.

The averments in the claim statement in ID.25./2021

Petitioner by order dated 02.05.2017 was appointed as a trainee under the respondent/management for a period of 2 years. By order dated 13.05.2019

petitioner was placed under probation for a period of 6 months as technician. Thereafter service was not extended. His probation comes to an end as on 12.11.2019. As per Model Standing Order from 13.11.2019, He has to be considered as permanent employee. Petitioner's last drawn monthly salary was Rs.11,100/-.

The averments in the claim statement in ID.26/2021

Petitioner by order dated 06.02.2017 was appointed as a trainee under the respondent/management for a period of 2 years. By order dated 01.03.2019 petitioner was placed under probation for a period of 6 months as technician. Thereafter service was not extended. His probation comes to an end as on 31.08.2019. As per Model Standing Order from 01.09.2019, He has to be considered as permanent employee. Petitioner's last drawn monthly salary was Rs.12,010/-.

The averments in the claim statement in ID.27/2021

Petitioner by order dated 14.04.2018 was appointed as a trainee under the respondent/management for a period of 1 year. By order dated 13.05.2019 petitioner was placed under probation for a period of 6 months as technician. Thereafter service was not extended. His probation comes to an end as on 12.11.2019. As per Model Standing Order from 13.11.2019, He has to be considered as permanent employee. Petitioner's last drawn monthly salary was Rs.12,010/-.

The averments in the claim statement in ID.28/2021

Petitioner by order dated 11.11.2017 was appointed as a trainee under the respondent/management for a period of 2 years. By order dated 01.03.2019 petitioner was placed under probation for a period of 6 months as technician. Thereafter service was not extended. His probation comes to an end as on 31.08.2019. As per Model Standing Order from 01.09.2019, He has to be considered as permanent employee. Petitioner's last drawn monthly salary was Rs.10,520/-.

The averments in the claim statement in ID.30/2021

Petitioner by order dated 13.06.2017 was appointed as a trainee under the respondent/management for a period of 2 years. By order dated 20.06.2019 petitioner was placed under probation for a period of 6 months as technician. Thereafter service was not extended. His probation comes to an end as on 19.12.2019. As per Model Standing Order from 20.12.2019, He has to be considered as permanent employee. Petitioner's last drawn monthly salary was Rs.12,010/-.

The averments in the claim statement in ID.32/2021

Petitioner by order dated 04.03.2017 was appointed as a trainee under the respondent/management for a period of 2 years. By order dated 01.04.2019 petitioner was placed under probation for a period of 6 months as technician. Thereafter service was not extended. His probation comes to an end as on

31.10.2019. As per Model Standing Order from 01.11.2019, He has to be considered as permanent employee. Petitioner's last drawn monthly salary was Rs.12,010/-.

The averments in the claim statement in ID.33/2021

Petitioner by order dated 17.04.2017 was appointed as a trainee under the respondent/management for a period of 2 years. By order dated 20.04.2019 petitioner was placed under probation for a period of 6 months as technician. Thereafter service was not extended. His probation comes to an end as on 19.10.2019. As per Model Standing Order from 20.10.2019, He has to be considered as permanent employee. Petitioner's last drawn monthly salary was Rs.11,810/-.

The averments in the claim statement in ID.34/2021

Petitioner by order dated 05.03.2017 was appointed as a trainee under the respondent/management for a period of one year. By order dated 20.06.2019 petitioner was placed under probation for a period of 6 months as technician. Thereafter service was not extended. His probation comes to an end as on 19.12.2019. As per Model Standing Order from 20.12.2019, He has to be considered as permanent employee. Petitioner's last drawn monthly salary was Rs.10,520/-.

The averments in the claim statement in ID.37/2021

Petitioner by order dated 21.03.2018 was appointed as a trainee under the respondent/management for a period of one year. By order dated 20.06.2019 petitioner was placed under probation for a period of 6 months as technician. Thereafter service was not extended. His probation comes to an end as on 19.12.2019. As per Model Standing Order from 20.12.2019, He has to be considered as permanent employee. Petitioner's last drawn monthly salary was Rs.10,520/-.

The averments in the claim statement in ID.39/2021

Petitioner by order dated 06.03.2017 was appointed as a trainee under the respondent/management for a period of 2 years. By order dated 01.04.2019 petitioner was placed under probation for a period of 6 months as technician. Thereafter service was not extended. His probation comes to an end as on 30.09.2019. As per Model Standing Order from 01.10.2019, He has to be considered as permanent employee. Petitioner's last drawn monthly salary was Rs.12,010/-.

The averments in the claim statement in ID.41/2021

Petitioner by order dated 09.06.2017 was appointed as a trainee under the respondent/management for a period of 2 years. By order dated 20.06.2019 petitioner was placed under probation for a period of 6 months as technician. Thereafter service was not extended. His probation comes to an end as on

19.12.2019. As per Model Standing Order from 20.12.2019, He has to be considered as permanent employee. Petitioner's last drawn monthly salary was Rs.12,010/-.

The common contents in the claim statement in I.D.Nos.38, 16, 19, 21, 24, 25, 26, 27, 28, 30, 31, 32, 33, 34, 37, 39, 40 & 41 of 2021 is as follows :-

The Petitioner /workman of the respondent/management joined the உழைப்போர் உரிமை இயக்கம் conjoined with AICCTU trade union and உழைப்போர் உரிமை இயக்கம் was merged with LTUC trade union. Through the said trade union demands were made to respondent/management to enhance the wages. A strike notice dated 12.08.2019 was issued to the respondent stating that they are to undergo a strike with effect from 26.08.2019. In order to take revenge for the same, the respondent/management by order dated 27.08.2019 has terminated the service of the petitioners stating performance is not satisfactory. The stand of the respondent/management that performance is not satisfactory is denied and it is an afterthought of the respondent/management. Termination of service of petitioners is against principles of natural justice and in violation of 25(F) of ID Act. The act of respondent/management amounts to victimization and unfair labour practice. A dispute was raised before conciliation officer-I against the termination of the petitioners u/s.2A on 02.08.2019. Management submitted their reply on 01.02.2020. As they were not ready to reinstate the petitioners, failure report was issued on 28.02.2020.

In consequence of the same, petitioners has raised this dispute. Due to intervention of corona pandemic, Petitioners were not in a position to raise the claim statement immediately. The petitioner's probation comes to an end on 19.10.2019. Even before completion of probation, on 27.08.2019 petitioner, had been terminated from service and it is against the precedents. Petitioner is suffering without employment and hence this dispute is raised to set aside the termination as illegal and unjustified and to reinstate the petitioners into service with full back wages and other attendants benefits.

3. **The common averments in the Counter statement filed by the Respondent is as follows :-**

All the averments in the claim petition of the petitioner are denied except those that are admitted herein.

The respondent establishment is a factory covered under the provisions of Certified Standing Orders. Clause 5(g) of the Certified Standing Orders enables the respondent to engage trainees for a period of 3 years. Clause 5(b) of the Certified Standing Orders enables the respondent to engage a person as a probationer for a period 12 months with a right to extend the probationary period for a further period of 12 months. Clause 5(a) of the certified standing orders defines a permanent workman as a person who has satisfactorily completed the period of probation.

By letter dated 02.03.2018, the petitioner was engaged as a " Trainee

Associate" for a period of 7 months. By further letter dated 25.10.2018, the petitioner was appointed as a "trainee Associate for a period of 7 months. By appointment order letter dated 20.06.2019, the petitioner was appointed as an operator on probation for a period of 6 months. Clause 3 of the appointment order enables the respondent to terminate the services of the petitioner without any notice and /or assigning any reason thereof.

During the extended period of probation, it was found that performance by the petitioner was not up to satisfaction of the management and hence by order dated 27.08.2019 his services were terminated. The termination of the petitioner during the period of probation is valid and justified.

Services was terminated due to formation of trade union by the workmen is not true.

Termination of the services of the petitioner would not amount to retrenchment within the meaning of section 2(oo) of the Industrial Disputes Act and hence compliance of conditions mentioned in sec.25F of ID Act, 1947 is not necessary. The services of the petitioner was liable to be terminated without any notice and /or any reason thereof. Sec.2(oo)(bb) clearly excludes termination of contract under a stipulation in the appointment order being an exclusion from the definition of retrenchment.

Termination of the services of the petitioner is justified and valid in law and hence he is not entitled for any relief.

4. In this case, the petitioner in ID 38/2021 has been examined as WW1 and has marked Ex.W1 to W12. On the side of respondent MW1 has been examined and Ex.M1 to Ex.M72 are marked.

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

1. Whether petitioners had been illegally terminated from service by respondent/management ?
2. Whether petitioners are entitled to the relief as prayed for ?
3. To What other relief ?

Answer to the Issues No. 1 to 3

6. The case of the petitioners is that they were appointed as trainee under respondent/management for 2 years, then were placed under probation for a period of six months, then probation period was not extended, they were terminated from service stating poor performance, but actually they were terminated from service in consequence to issuance of strike notice dated 12.04.2008 intimating strike from 26.08.2008, the act of respondent/management amounts to retrenchment and the said act is in violation of Principles of natural justice, and amounts to unfair labour practice and victimization.

7. On the other side the contention of respondent/management is that petitioners were initially appointed as trainees and they were placed under

probation as per certified standing order of respondent/management and even in the appointment letter issued to all the petitioners it is clearly stated that if performance is not upto satisfactory, their service will be terminated, clause(3) of the appointment order enables termination of the service without notice or assigning reason, and the same will not amount to retrenchment and termination of service of petitioners are valid and justified.

The ID.Nos.38,16,19,21,24,25,26,27,28,30,31,32,33,34,37,39,40 & 41 of 2021 had been taken as a common trial.

8. Petitioner in ID.No.38/2021 has been examined as WW1 and has adduced evidence in common in respect of the above mentioned Industrial Disputes. The appointment orders issued to petitioners are filed as Ex.W1 series, Identity Card issued by respondent/management is filed as Ex.W2, order placing the petitioners under probation is filed as Ex.W3, pay slips issued to certain petitioners are filed as Ex.W4, the letter addressed by trade union is filed as Ex.W5, strike notice dated 12.08.2019 issued to respondent/management is filed as Ex.W6 termination order issued to petitioners and copy of Cheque towards compensation are filed as Ex.W7, and the proof to show petitioners have returned the cheque to respondent/management is filed as Ex.W8, dispute u/s.2A raised before Conciliation Officer by six of the petitioners are filed as Ex.W9, the advise given by Conciliation Officer is filed as Ex.W10, reply submitted by respondent/management is Ex.W11, failure report is Ex.W12.

9. The appointment order, probation order, issuance of strike notice, termination of service of petitioners, and raising of dispute before Conciliation Officer are not denied by respondent/management.

10. The only contention of respondent/management is that they have acted as per 5(g) of certified standing order and clause (3) of appointment order and they claim the order of termination issued to petitioners are valid and justified.

11. The respondent/management in order to prove their stand have examined its General Manager Human Resources Thiru.Ramana as MW1. He has narrated in the proof Affidavit the contents of their counter statement.

12. MW1 has filed the certified standing order related to them as Ex.M1, has produced the order of appointment of petitioners as trainees, order of probation letters, termination orders and full and final settlement orders issued to petitioners in ID.Nos. 38,16,19,21,24,25,26,27,28,30,31,32,33, 34,37,39,40 & 41 of 2021as Ex.M2 to M72.

13. Ex.M1 certified standing order related to respondent/management is dated 29.04.2011. Under certified standing order clause 5(g) it had been stated as the period of training or any extension of the period of training shall vary at the discretion of the management. The Joint commissioner of Labour certifying officer by order dated 31.05.2004 has certified the standing order and then clause 5(g) reads as follows

In this clause, the words and or any extension of the period of training

shall vary at the discretion of the management shall be substituted by the words, “ shall, not exceed three years”.

From the above recital it can be concluded that maximum period of training to be three years.

5(a) of Certified Standing Order reads as follows

A Permanent workman is one who is employed on a permanent basis and includes any person who has satisfactorily completed the period of probation in the same or higher or equivalent category in the industrial establishment.

5(b) of Certified Standing Order reads as follows

In this clause in the first paragraph" A probationer will continue to be a probationer until he is confirmed by the management in writing as permanent workman" shall be deleted.

In the second paragraph the words " atleast one week before, the normal date of completion of probation and in the absence of any such intimation the workman shall be deemed to have satisfactorily completed his probation on normal date" shall be added after the word "Writing"--- in the fifth line.

From the reading of above recital it comes to know that respondent/management is bound to give intimation to workmen atleast one week before the normal date of completion of probation regarding satisfactory completion of probation.

14. For better understanding tabular column is formed to know the period of training and probation of petitioners.

S. L	I.D.Nos.	Period of training	of period Probation (6months)	of termination
1	38/2021	05.04.2017 to 05.04.2017	20.04.2019 to 20.10.2019	27.08.2019
2	16/2021	---	13.03.2019 to 13.09.2019	27.08.2019
3	19/2021	01.03.2017 to 01.03.2019	01.04.2019 to 01.10.2019	27.08.2019
4	21/2021	25.10.2018 to 25.10.2020	20.06.2019 to 20.12.2019	27.08.2019
5	24/2021	02.05.2017 to 02.05.2019	13.05.2019 to 13.11.2019	27.08.2019
6	25/2021	02.05.2017 to 02.05.2019	13.05.2017 to 13.11.2017	27.08.2019
7	26/2021	06.02.2017 to 06.02.2019	01.03.2019 to 01.09.2019	27.08.2019
8	27/2021	14.04.2018 to 14.04.2020	13.05.2019 to 13.11.2019	27.08.2019
9	28/2021	11.11.2017 to 11.11.2019	01.03.2019 to 01.09.2019	27.08.2019
10	30/2021	13.06.2017 to 13.06.2019	20.06.2019 to 20.12.2019	27.08.2019
11	31/2021	25.10.2018 to 25.10.2020	20.06.2019 to 20.12.2019	27.08.2019
12	32/2021	03.03.2017 to 03.03.2019	01.04.2019 to 01.10.2019	27.08.2019
13	33/2021	17.04.2017 to 17.04.2019	20.04.2019 to 20.10.2019	27.08.2019
14	34/2021	05.03.2018 to 05.03.2020	20.06.2019 to 20.12.2019	27.08.2019
15	37/2021	21.03.2018 to 21.09.2018	20.06.2019 to 20.12.2019	27.08.2019

16	39/2021	06.03.2017 to 06.03.2019	01.04.2019 to 01.10.2019	27.08.2019
17	40/2021	01.03.2017 to 01.03.2019	01.04.2019 to 01.10.2019	27.08.2019
18	41/2021	09.06.2017 to 09.06.2019	20.06.2019 to 20.12.2019	27.08.2019

15. From the termination order it comes to know that petitioners have been issued with notice of termination one week before the completion of period of probation as per sec.5(b) of Certified Standing Order.

In the termination order it is stated that the performance of petitioners are not upto satisfaction.

16. It is true that workman can be removed from service for poor performance during probation period. Employees have right to terminate a probationer if their performance is not satisfactory, but such decision to be non arbitrary, non stigmatic, and to be followed with terms of appointment letters.

Employer need not wait for the completion for probation period to come to an end, it can terminate the service if performance is unsatisfactory.

In the termination order respondent/management has not alleged any misconduct whereas it is stated that performance unsatisfactory.

18. When respondent/management claims that petitioner was not upto satisfaction it ought to have produced, performance improvement plan or appraisal forms. Management has not produced the same. The same also has

been admitted by MM1 during cross examination. At the same time it is extracted by petitioner through cross of MW1 that appraisal form had been produced before Conciliation officer.

19. The respondent/management ought have atleast issued a warning letter or appraisal to show they have acted fairly. Petitioners ought to have been given written warnings regarding short comings and an opportunity to improve before termination.

20. Respondent/management has miserably failed to produce relevant or reliable proof to show that performance of petitioners were not satisfactorily. Further during cross examination MW1 has stated as follows

மனுதாரர்கள் அனைவருக்கும் ஒரே விதமாக அவர்களின் செயல் திறன் சரியில்லை என தெரிவித்து பணிநீக்கம் செய்யப்பட்டார்கள் என்றால் செயல் திறன் சரியில்லை என்ற காரணத்திற்காக தான் பணி நீக்கம் செய்யப்பட்டார்கள். அனுமதி இல்லாமல் விடுப்பில் இருந்த காரணத்தினாலும் பணி நீக்கம் செய்யப்பட்டார்கள். அனுமதி இல்லாமல் விடுப்பு எடுத்ததற்கு ஒழுங்கு நடவடிக்கை எதுவும் எடுக்கப்பட்டதா என்றால் கடிதம் ஏன் வரவில்லை என கேட்டு அனுப்பப்பட்டது. அதை தாக்கல் செய்யவில்லை. தொழிற் தீர்ப்பாயத்தில் வழக்கு நடந்த போது அனைத்து தொழிலாளர்களின் Performance Appraisal

தாக்கல் செய்யப்பட்டது என்றால் ஆமாம். மனுதாரர்களின் Performance Appraisal தாக்கல் செய்யப்பட்டுள்ளதா என்றால் இல்லை. எங்கள் நிர்வாகத்திற்கு மனுதாரர்கள் அந்த சமயத்தில் தொழிலாளர்கள் மிகையாக இருந்த காரணத்தினால் தேவைப்படவில்லை. மிகை தொழிலாளர்கள் இருந்தார்கள் என்றால் அவ்வாறு இல்லை உற்பத்தி குறைவாக இருந்த காரணத்தினால் கூடுதலான தொழிலாளர்கள் தேவைப்படவில்லை.

From the above evidence it can be seen that some of the petitioners had been terminated, for absence from duty, regarding the same, respondent/management has not conducted any disciplinary action or filed any proof to show the periods during which petitioners herein were unauthorisely absent. From the above evidence it can be seen that petitioners were terminated from service not only for poor performance even for other reasons. Under 5(b) it is clearly stated that during probation even for any conduct of workman, if management is not satisfied it can end up the period of probation. At the same time the Certified Standing Order reads that only on written order issued by respondent/management, they will be treated as permanent workman. No such order conferring permanent status been issued to them.

21. As petitioners were not conferred within permanent status and they had been terminated from service even before completion of probation for

unsatisfactory performance and some other reasons also, alleged by MW1 during the cross examination, this court decides that as a token of some reliefs. Petitioners can be compensated with some amount in lieu of their claims considering the period of work under respondent/management has no proof filed for poor performance.

The counsel for respondent also during arguments contented for normal compensation.

22. If a probationer has completed 240 days of continuing service, they may be considered as a workmen under ID Act, termination requires one month notice of salary in lieu, Records shows that alongwith termination order, respondent/management has enclosed full and final settlement. Petitioner claims the same has been returned to respondent/management. In such circumstances this court finds that petitioner can be compensated with a lumpsum in the interest of justice.

I.D.No. 38/2021

In the result, petitioner is awarded a lumpsum compensation of Rs.40,000/- (Rupees Forty Thousand only) in lieu of his claim against the respondent/management with continuity of service, back wages and other attendant benefits. The respondent is directed to pay the aforesaid compensation of Rs.40,000/- (Rupees Forty Thousand only) to the petitioner within one month from the date of Award. If the respondent fails to pay the

award amount towards compensation the respondent would be liable to pay interest at the rate of 9% p.a on the awarded amount till the realisation.

I.D.No. 16/2021

In the result, petitioner is awarded a lumpsum compensation of Rs.25,000/- (Rupees Twenty Five Thousand only) in lieu of his claim against the respondent/management with continuity of service, back wages and other attendant benefits. The respondent is directed to pay the aforesaid compensation of Rs.25,000/- (Rupees Twenty Five Thousand only) to the petitioner within one month from the date of Award. If the respondent fails to pay the award amount towards compensation the respondent would be liable to pay interest at the rate of 9% p.a on the awarded amount till the realisation.

I.D.No.19 /2021

In the result, petitioner is awarded a lumpsum compensation of Rs.40,000/- (Rupees Forty Thousand only) in lieu of his claim against the respondent/management with continuity of service, back wages and other attendant benefits. The respondent is directed to pay the aforesaid compensation of Rs.40,000/- (Rupees Forty Thousand only) to the petitioner within one month from the date of Award. If the respondent fails to pay the award amount towards compensation the respondent would be liable to pay interest at the rate of 9% p.a on the awarded amount till the realisation.

I.D.No.21 /2021

In the result, petitioner is awarded a lumpsum compensation of Rs.40,000/- (Rupees Forty Thousand only) in lieu of his claim against the respondent/management with continuity of service, back wages and other attendant benefits. The respondent is directed to pay the aforesaid compensation of Rs.40,000/- (Rupees Forty Thousand only) to the petitioner within one month from the date of Award. If the respondent fails to pay the award amount towards compensation the respondent would be liable to pay interest at the rate of 9% p.a on the awarded amount till the realisation.

I.D.No. 24/2021

In the result, petitioner is awarded a lumpsum compensation of Rs.40,000/- (Rupees Forty Thousand only) in lieu of his claim against the respondent/management with continuity of service, back wages and other attendant benefits. The respondent is directed to pay the aforesaid compensation of Rs.40,000/- (Rupees Forty Thousand only) to the petitioner within one month from the date of Award. If the respondent fails to pay the award amount towards compensation the respondent would be liable to pay interest at the rate of 9% p.a on the awarded amount till the realisation.

I.D.No.25 /2021

In the result, petitioner is awarded a lumpsum compensation of Rs.40,000/- (Rupees Forty Thousand only) in lieu of his claim against the

respondent/management with continuity of service, back wages and other attendant benefits. The respondent is directed to pay the aforesaid compensation of Rs.40,000/- (Rupees Forty Thousand only) to the petitioner within one month from the date of Award. If the respondent fails to pay the award amount towards compensation the respondent would be liable to pay interest at the rate of 9% p.a on the awarded amount till the realisation.

I.D.No.26 /2021

In the result, petitioner is awarded a lumpsum compensation of Rs.40,000/- (Rupees Forty Thousand only) in lieu of his claim against the respondent/management with continuity of service, back wages and other attendant benefits. The respondent is directed to pay the aforesaid compensation of Rs.40,000/- (Rupees Forty Thousand only) to the petitioner within one month from the date of Award. If the respondent fails to pay the award amount towards compensation the respondent would be liable to pay interest at the rate of 9% p.a on the awarded amount till the realisation.

I.D.No.27 /2021

In the result, petitioner is awarded a lumpsum compensation of Rs.30,000/- (Rupees Thirty Thousand only) in lieu of his claim against the respondent/management with continuity of service, back wages and other attendant benefits. The respondent is directed to pay the aforesaid compensation of Rs.30,000/- (Rupees Thirty Thousand only) to the petitioner

within one month from the date of Award. If the respondent fails to pay the award amount towards compensation the respondent would be liable to pay interest at the rate of 9% p.a on the awarded amount till the realisation.

I.D.No.28 /2021

In the result, petitioner is awarded a lumpsum compensation of Rs.40,000/- (Rupees Forty Thousand only) in lieu of his claim against the respondent/management with continuity of service, back wages and other attendant benefits. The respondent is directed to pay the aforesaid compensation of Rs.40,000/- (Rupees Forty Thousand only) to the petitioner within one month from the date of Award. If the respondent fails to pay the award amount towards compensation the respondent would be liable to pay interest at the rate of 9% p.a on the awarded amount till the realisation.

I.D.No. 30/2021

In the result, petitioner is awarded a lumpsum compensation of Rs.40,000/- (Rupees Forty Thousand only) in lieu of his claim against the respondent/management with continuity of service, back wages and other attendant benefits. The respondent is directed to pay the aforesaid compensation of Rs.40,000/- (Rupees Forty Thousand only) to the petitioner within one month from the date of Award. If the respondent fails to pay the award amount towards compensation the respondent would be liable to pay interest at the rate of 9% p.a on the awarded amount till the realisation.

I.D.No. 31/2021

In the result, petitioner is awarded a lumpsum compensation of Rs.30,000/- (Rupees Thirty Thousand only) in lieu of his claim against the respondent/management with continuity of service, back wages and other attendant benefits. The respondent is directed to pay the aforesaid compensation of Rs.30,000/- (Rupees Thirty Thousand only) to the petitioner within one month from the date of Award. If the respondent fails to pay the award amount towards compensation the respondent would be liable to pay interest at the rate of 9% p.a on the awarded amount till the realisation.

I.D.No.32 /2021

In the result, petitioner is awarded a lumpsum compensation of Rs.40,000/- (Rupees Forty Thousand only) in lieu of his claim against the respondent/management with continuity of service, back wages and other attendant benefits. The respondent is directed to pay the aforesaid compensation of Rs.40,000/- (Rupees Forty Thousand only) to the petitioner within one month from the date of Award. If the respondent fails to pay the award amount towards compensation the respondent would be liable to pay interest at the rate of 9% p.a on the awarded amount till the realisation.

I.D.No. 33/2021

In the result, petitioner is awarded a lumpsum compensation of Rs.40,000/- (Rupees Forty Thousand only) in lieu of his claim against the

respondent/management with continuity of service, back wages and other attendant benefits. The respondent is directed to pay the aforesaid compensation of Rs.40,000/- (Rupees Forty Thousand only) to the petitioner within one month from the date of Award. If the respondent fails to pay the award amount towards compensation the respondent would be liable to pay interest at the rate of 9% p.a on the awarded amount till the realisation.

I.D.No. 34/2021

In the result, petitioner is awarded a lumpsum compensation of Rs.30,000/- (Rupees Thirty Thousand only) in lieu of his claim against the respondent/management with continuity of service, back wages and other attendant benefits. The respondent is directed to pay the aforesaid compensation of Rs.30,000/- (Rupees Thirty Thousand only) to the petitioner within one month from the date of Award. If the respondent fails to pay the award amount towards compensation the respondent would be liable to pay interest at the rate of 9% p.a on the awarded amount till the realisation.

I.D.No.37 /2021

In the result, petitioner is awarded a lumpsum compensation of Rs.30,000/- (Rupees Thirty Thousand only) in lieu of his claim against the respondent/management with continuity of service, back wages and other attendant benefits. The respondent is directed to pay the aforesaid compensation of Rs.30,000/- (Rupees Thirty Thousand only) to the petitioner

within one month from the date of Award. If the respondent fails to pay the award amount towards compensation the respondent would be liable to pay interest at the rate of 9% p.a on the awarded amount till the realisation.

I.D.No.39/2021

In the result, petitioner is awarded a lumpsum compensation of Rs.40,000/- (Rupees Forty Thousand only) in lieu of his claim against the respondent/management with continuity of service, back wages and other attendant benefits. The respondent is directed to pay the aforesaid compensation of Rs.40,000/- (Rupees Forty Thousand only) to the petitioner within one month from the date of Award. If the respondent fails to pay the award amount towards compensation the respondent would be liable to pay interest at the rate of 9% p.a on the awarded amount till the realisation.

I.D.No.40 /2021

In the result, petitioner is awarded a lumpsum compensation of Rs.40,000/- (Rupees Forty Thousand only) in lieu of his claim against the respondent/management with continuity of service, back wages and other attendant benefits. The respondent is directed to pay the aforesaid compensation of Rs.40,000/- (Rupees Forty Thousand only) to the petitioner within one month from the date of Award. If the respondent fails to pay the award amount towards compensation the respondent would be liable to pay interest at the rate of 9% p.a on the awarded amount till the realisation.

I.D.No. 41/2021

In the result, petitioner is awarded a lumpsum compensation of Rs.40,000/- (Rupees Forty Thousand only) in lieu of his claim against the respondent/management with continuity of service, back wages and other attendant benefits. The respondent is directed to pay the aforesaid compensation of Rs.40,000/- (Rupees Forty Thousand only) to the petitioner within one month from the date of Award. If the respondent fails to pay the award amount towards compensation the respondent would be liable to pay interest at the rate of 9% p.a on the awarded amount till the realisation.

Dictated to the steno typist, directly typed by her, corrected and pronounced by me in the open court, this the 14th day of May 2026.

Presiding Officer,
Labour Court,
Kancheepuram.

List of witnesses examined**For the Petitioner/Workman:**

W.W.1 Saravanan

For the Respondent / Management:

MW1 Ramana

List of exhibits marked**For the Petitioner/Workman:**

Ex.W.1 --- Copy of appointment order

Ex.W.2	---	Copy of Identity card (17series)
Ex.W3	---	Copy of appointment letter (17 series)
Ex.W.4	---	Copy of pay slip (11 series)
Ex.W.5	10.08.2019	Copy of letter sent to the respondent by petitioners trade union.
Ex.W.6	12.08.2019	Copy of letter sent to the respondent by petitioners trade union.
Ex.W.7	27.08.2019 28.08.2019	Copy of Termination order and cheque (16series)
Ex.W.8	---	Copy of petitioner's letter (15 series)
Ex.W.9	02.09.2019	Copy of 2A petition filed before Conciliation officer by petitioners (14 series)
Ex.W.10	09.01.2020	Copy of Advise of Additional Commissioner of Labour
Ex.W.11	01.02.2020	Copy of written statement filed by respondent (17 series)
Ex.W.12	22.02.2020	Copy of Conciliation failure report (18series)

For the Respondent/ Management:

ID.No.38/2021 Documents

Ex.M.1	29.11.2011	Copy of Certified standing orders
Ex.M.2	05.04.2017	Copy of Trainee Technician letter
Ex.M.3	20.04.2019	Copy of Probation appointment letter
Ex.M.4	27.08.2019	Copy of Termination letter
Ex.M.5	28.08.2019	Copy of Full and final settlement

ID.No.16/2021 Documents

Ex.M.6	13.03.2019	Copy of Probation appointment letter
Ex.M.7	27.08.2019	Copy of Termination letter
Ex.M.8	28.08.2019	Copy of Full and final settlement

ID.No.19/2021 Documents

Ex.M.9	01.03.2017	Copy of Trainee Technician letter
Ex.M.10	01.04.2019	Copy of Probation appointment letter
Ex.M.11	27.08.2019	Copy of Termination letter
Ex.M.12	28.08.2019	Copy of Full and final settlement

ID.No.21/2021 Documents

Ex.M.13	25.10.2018	Copy of Trainee Technician letter
Ex.M.14	20.06.2019	Copy of Probation appointment letter
Ex.M.15	27.08.2019	Copy of Termination letter
Ex.M.16	27.08.2019	Copy of Full and final settlement

ID.No.24/2021 Documents

Ex.M.17	02.05.2017	Copy of Trainee Technician letter
Ex.M.18	13.05.2019	Copy of Probation appointment letter
Ex.M.19	27.08.2019	Copy of Termination letter

Ex.M.20 28.08.2019 Copy of Full and final settlement

ID.No.25/2021 Documents

Ex.M.21 02.05.2017 Copy of Trainee Technician letter

Ex.M.22 13.05.2017 Copy of Probation appointment letter

Ex.M.23 27.08.2019 Copy of Termination letter

Ex.M.24 27.08.2019 Copy of Full and final settlement

ID.No.26/2021 Documents

Ex.M.25 06.02.2017 Copy of Trainee Technician letter

Ex.M.26 01.03.2019 Copy of Probation appointment letter

Ex.M.27 27.08.2019 Copy of Termination letter

Ex.M.28 27.08.2019 Copy of Full and final settlement

ID.No.27/2021 Documents

Ex.M.29 14.04.2018 Copy of Trainee Technician letter

Ex.M.30 13.05.2019 Copy of Probation appointment letter

Ex.M.31 27.08.2019 Copy of Termination letter

Ex.M.32 28.08.2019 Copy of Full and final settlement

ID.No.28/2021 Documents

Ex.M.33 11.11.2017 Copy of Trainee Associate letter

Ex.M.34	01.03.2019	Copy of Probation appointment letter
Ex.M.35	27.08.2019	Copy of Termination letter
Ex.M.36	28.08.2019	Copy of Full and final settlement

ID.No.30/2021 Documents

Ex.M.37	13.06.2017	Copy of Trainee Technician letter
Ex.M.38	20.06.2019	Copy of Probation appointment letter
Ex.M.39	27.08.2019	Copy of Termination letter
Ex.M.40	27.08.2019	Copy of Full and final settlement

ID.No.31/2021 Documents

Ex.M.41	25.10.2018	Copy of Trainee Associate letter
Ex.M.42	20.06.2019	Copy of Probation appointment letter
Ex.M.43	27.08.2019	Copy of Termination letter
Ex.M.44	27.08.2019	Copy of Full and final settlement

ID.No.32/2021 Documents

Ex.M.45	03.03.2017	Copy of Trainee Technician letter
Ex.M.46	01.04.2019	Copy of Probation appointment letter
Ex.M.47	27.08.2019	Copy of Termination letter
Ex.M.48	28.08.2019	Copy of Full and final settlement

ID.No.33/2021 Documents

Ex.M.49	17.07.2017	Copy of Trainee Technician letter
Ex.M.50	20.04.2019	Copy of Probation appointment letter
Ex.M.51	27.08.2019	Copy of Termination letter
Ex.M.52	28.08.2019	Copy of Full and final settlement

ID.No.34/2021 Documents

Ex.M.53	05.03.2018	Copy of Trainee Technician letter
Ex.M.54	20.06.2019	Copy of Probation appointment letter
Ex.M.55	27.08.2019	Copy of Termination letter
Ex.M.56	28.08.2019	Copy of Full and final settlement

ID.No.37/2021 Documents

Ex.M.57	21.03.2018	Copy of Trainee Technician letter
Ex.M.58	20.06.2019	Copy of Probation appointment letter
Ex.M.59	27.08.2019	Copy of Termination letter
Ex.M.60	27.08.2019	Copy of Full and final settlement

ID.No.39/2021 Documents

Ex.M.61	06.03.2017	Copy of Trainee Technician letter
Ex.M.62	01.04.2019	Copy of Probation appointment letter

Ex.M.63	27.08.2019	Copy of Termination letter
Ex.M.64	27.08.2019	Copy of Full and final settlement

ID.No.40/2021 Documents

Ex.M.65	01.03.2017	Copy of Trainee Technician letter
Ex.M.66	01.04.2019	Copy of Probation appointment letter
Ex.M.67	27.08.2019	Copy of Termination letter
Ex.M.68	28.08.2019	Copy of Full and final settlement

ID.No.41/2021 Documents

Ex.M.69	09.06.2017	Copy of Trainee Technician letter
Ex.M.70	20.06.2019	Copy of Probation appointment letter
Ex.M.71	27.08.2019	Copy of Termination letter
Ex.M.72	27.08.2019	Copy of Full and final settlement

Presiding Officer,
Labour Court,
Kancheepuram.