

In the Court of Labour Court, Kancheepuram

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

Wednesday, the 13th day of May 2026

I.D.Nos.35,14,15,17,18,22,23,29 & 36 of 2021

I.D.No. 35/2021

CNR No.TNKP18-000151 -2021

A.Natarajan (age 27)
S/o.Arumugam,
No.13/1, Mettupatti Village,
Kenganallur Post,
Anaicuttu Taluk,
Vellore District -632 011

--- Petitioner / Workman

I.D.No. 14/2021

CNR No.TNKP18-000130 -2021

T.Thivagar,
S/o.Thirunavukarasu,
No.2/11, North Pillayar Koil Street,
Chennagunam Village,
Thirukovilur Taluk,
Villupuram District - 602 755.

--- Petitioner / Workman

I.D.No. 15/2021

CNR No.TNKP18-000131 -2021

R.Ajith (age 24)
S/o.Ravi,
No.3/43, Bajanaikoil Street,
Mechery Post,
Arcot Taluk,
Vellore District - 632 506.

--- Petitioner / Workman

I.D.No. 17/2021**CNR No.TNKP18-000133 -2021**

V.Arul (age 27)
S/o. Vedha,
Panancholai Street,
Kothamanagalam,
Katpadi Taluk,
Vellore District - 632 104.

--- Petitioner / Workman

I.D.No. 18/2021**CNR No.TNKP18-000134 -2021**

K.Nivash (age 22)
S/o. Kumaresan,
No.30/83, West Colony,
Jet Rent Street,
Kumarapalayam
Thiruchengodu Taluk,
Namakkal District - 638831

--- Petitioner / Workman

I.D.No. 22/2021**CNR No.TNKP18-000138 -2021**

T.Pandiyan, (age 26)
S/o. Thulukkanam,
No.7, Velayudha Reddy Street,
Venkathur Kandigai,
Manavala Nagar,
Thiruvallur -602 202.

--- Petitioner / Workman

I.D.No. 23/2021**CNR No.TNKP18-000139 -2021**

R.Pachaiyappan (age 23)
S/o.Ravisankar,
No.206, NathaKollai Street,
Pennagar Village & Post,
Arcot Taluk,
Vellore District - 632 518.

--- Petitioner / Workman

I.D.No. 29/2021**CNR No.TNKP18-000145 -2021**

T.Vignesh (age 22)
 S/o.Tamizhmani,
 No.2/26, Chozhan Kudikkadu Post,
 Chendurai Taluk,
 Ariyalur District - 621 709.

--- Petitioner / Workman

I.D.No. 35/2021**CNR No.TNKP18-000151 -2021**

A.Nataraj an(age 27)
 S/o.Arumugam,
 No.13/1, Mettupatti Village,
 Kenganallur Post,
 Anaicuttu Taluk,
 Vellore District -632 011

--- Petitioner / Workman

I.D.No. 36/2021**CNR No.TNKP18-000152 -2021**

L.Imayavaramban, (age 22)
 S/o.Lakshmanan,
 No.252, Main Road thakarkuppam,
 Chengadu post,
 Walaja Taluk,
 Vellore District - 632 501.

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

--- Respondent/Management

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 Common averments in the claim statement in ID.35/2021, 14/2021, 22/2021, 23/2021 & 36/2021

Petitioner by order dated 01.10.2016 was appointed as a trainee under the respondent/management for a period of 2 years. By order dated 01.10.2018 petitioner was placed under probation for a period of 6 months as technician. Thereafter service was extended for further period of 6 months from 01.04.2019 to 01.10.2019. Petitioners probation comes to an end as on 01.10.2019. As per Model Standing Order from 02.10.2019, Petitioners have to be considered as permanent employee. Petitioner's last drawn monthly salary was Rs.12,010/-.

The averments in the claim statement in ID.15/2021

Petitioner by order dated 14.10.2016 was appointed as a trainee under the respondent/management for a period of 2 years. By order dated 01.11.2018

petitioner was placed under probation for a period of 6 months as technician. His probation comes to an end as on 30.04.2019. As per Model Standing Order from 01.05.2019, He has to be considered as permanent employee. Petitioner's last drawn monthly salary was Rs.10,010/-.

The averments in the claim statement in ID.17/2021

Petitioner by order dated 01.09.2016 was appointed as a trainee under the respondent/management for a period of 2 years. By order dated 01.09.2018 petitioner was placed under probation for a period of 6 months as technician. His probation comes to an end as on 28.02.2019. As per Model Standing Order from 29.02.2019, 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.18/2021

Petitioner by order dated 07.10.2016 was appointed as a trainee under the respondent/management for a period of 2 years. By order dated 01.11.2018 petitioner was placed under probation for a period of 6 months as technician. Thereafter service was extended for further period of 3 months from 02.05.2019 to 01.08.2019. His probation comes to an end as on 01.08.2019. As per Model Standing Order from 02.08.2019, 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.29/2021

Petitioner by order dated 02.08.2016 was appointed as a trainee under the

respondent/management for a period of 2 years. By order dated 14.08.2018 petitioner was placed under probation for a period of 6 months as technician. Thereafter service was extended for further period of 6 months from 14.02.2019 to 14.08.2019. His probation comes to an end as on 14.08.2019. As per Model Standing Order from 15.08.2019, He has to be considered as permanent employee. Petitioner's last drawn monthly salary was Rs.12,010/-.

Other common contents in the claim statement in I.D.Nos.35, 14, 15, 17, 18, 22, 23 ,29 & 36 of 2021 are 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 petitioner 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 petitioner 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 petitioner u/s.2A on 02.08.2019. Management submitted their reply on 01.02.2020. As they were not ready to reinstate the petitioner, failure report was issued on 28.02.2020. In consequence of the same, petitioner has raised this dispute. Due to intervention of corona pandemic, Petitioner was not in a position to raise the claim statement immediately. The petitioner's probation comes to an end on 01.10.2019. 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 petitioner into service with full back wages and other attendant 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.

The petitioner was engaged as a "Technician Trainee" for a period of 24 months. By appointment order letter dated 01.11.2018, the petitioner was appointed as a Technician 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. On the same terms, the petitioner's probation was extended by another 6 months in terms of order dated 02.05.2019.

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.

The petitioner's services were terminated within the extended period of probation. 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.35/2021 has been examined as WW1 and has marked Ex.W1 to W13. On the side of respondent MW1 has been examined and Ex.M1 to Ex.M46 are marked.

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

1. Whether petitioner had been illegally terminated from service by respondent/management ?
2. Whether petitioner is 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 extended for another six months and even before the completion of extended period of 6 months of probation, 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 petitioner are valid and justified.

The ID.Nos.35,14,15,17,18,22,23,29,36of 2021 had been taken as a common trial.

8. Petitioner in ID.No.35/2021 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, order extending the period of probation is filed as Ex.W5, the letter addressed by trade union is filed as Ex.W6, strike notice dated 12.08.2019 issued to respondent/management is filed as Ex.W7

termination order issued to petitioners and copy of Cheque towards compensation are filed as Ex.W8, and the proof to show petitioners have returned the cheque to respondent/management is filed as Ex.W9, dispute u/s.2A raised before Conciliation Officer by six of the petitioners are filed as Ex.W10, the advise given by Conciliation Officer is filed as Ex.W11, reply submitted by respondent/management is Ex.W12, failure report is Ex.W13.

9. The appointment order, probation order, extension of probation period, 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, orders extending probation period, termination orders and full and final settlement orders issued to petitioners in ID.Nos.35/2021,14./2021, 15/2021,17/2021,18/2021,22/2021,23/2021,29/2021,36/2021 as Ex.M2 to M46.

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	period of Probation (6months)	Extended period of probation	termination
1	35/2021	01.10.2016 to 01.10.2018	01.10.2018 to 01.04.2019	01.04.2019 to 01.10.2019	27.08.2019
2	14/2021	06.09.2016 to 06.09.2018	01.10.2018 to 01.04.2019	01.04.2019 to 10.10.2019	27.08.2019
3	15/2021	14.10.2016 to 14.10.2018	01.11.2018 to 01.04.2019	02.05.2019 to 01.11.2019	27.08.2019
4	17/2021	01.09.2016 to 01.09.2018	01.09.2018 to 01.03.2019	01.03.2019 to 01.09.2019	27.08.2019
5	18/2021	07.10.2016 to 07.10.2018	01.11.2018 to 01.05.2019	02.05.2019 to 01.08.2019	27.08.2019
6	22/2021	01.10.2016 to 01.10.2018	01.10.2018 to 01.04.2019	01.04.201 to 01.10.2019	27.08.2019
7	23/2021	01.10.2016 to 01.10.2018	01.10.2018 to 01.04.2019	01.04.2019 to 01.10.2019	27.08.2019
8	29/2021	02.08.2016 to 02.08.2018	14.08.2018 to 24.02.2019	14.02.2019 to 14.08.2019	27.08.2019
9	36/2021	06.10.2016 to 06.10.2018	01.10.2018 to 01.04.2019	01.04.2019 to 01.10.2019	27.08.2019

15. From the termination order it comes to know that petitioners (except in ID.No.18/2021 and 29/2021) have been issued with notice of termination one week before the completion of extended 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.

17. In the extension of probation order it is stated as follows

Your performance shall be reviewed further on completion of the above extended training. Hope you will put in your best efforts to improve your performance during this period. In case desirable improvement is not seen during this period, then the company will be at its discretion to evoke the disassociation clause as per your appointment letter.

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 the period of probation. As far as petitioner in ID.No.18/2021 and 29/2021 are concerned they are terminated after completion of probation period. 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 for not proving poor performance of the petitioner.

The counsel for respondent also during arguments consented 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. 35/2021

In the result, petitioner is awarded a lumpsum compensation of Rs.75,000/- (Rupees Seventy 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.75,000/- (Rupees Seventy 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. 14/2021

In the result, petitioner is awarded a lumpsum compensation of Rs.75,000/- (Rupees Seventy 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.75,000/- (Rupees Seventy 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.15 /2021

In the result, petitioner is awarded a lumpsum compensation of Rs.75,000/- (Rupees Seventy 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.75,000/- (Rupees Seventy 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. 17/2021

In the result, petitioner is awarded a lumpsum compensation of Rs.75,000/- (Rupees Seventy 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.75,000/- (Rupees Seventy 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.18 /2021

In the result, petitioner is awarded a lumpsum compensation of Rs.75,000/- (Rupees Seventy 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.75,000/- (Rupees Seventy 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.22 /2021

In the result, petitioner is awarded a lumpsum compensation of Rs.75,000/- (Rupees Seventy 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.75,000/- (Rupees Seventy 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. 23/2021

In the result, petitioner is awarded a lumpsum compensation of Rs.75,000/- (Rupees Seventy 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.75,000/- (Rupees Seventy 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.29 /2021

In the result, petitioner is awarded a lumpsum compensation of Rs.75,000/- (Rupees Seventy 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.75,000/- (Rupees Seventy 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. 36/2021

In the result, petitioner is awarded a lumpsum compensation of Rs.75,000/- (Rupees Seventy 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.75,000/- (Rupees Seventy 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.

Dictated to the steno typist, directly typed by her, corrected and pronounced by me in the open court, this the 13th day of May 2026.

Sd/-S.Sujatha
Presiding Officer,
Labour Court,
Kancheepuram.

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

W.W.1 Natarajan

For the Respondent / Management:

MW1 Ramana

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

Ex.W.1	01.10.2016	Copy of appointment order (8series)
Ex.W.2		Copy of Identity card (8 series)
Ex.W.3		Copy of appointment letter (7 series)
Ex.W.4		Copy of pay slip (4 series)
Ex.W.5	01.04.2019	Copy of extension of probation
Ex.W.6	10.08.2019	Copy of letter sent to the respondent by petitioners trade union.
Ex.W.7	12.08.2019	Copy of letter sent to the respondent by petitioners trade union.
Ex.W.8	27.08.2019 28.08.2019	Copy of Termination order and cheque (9series)
Ex.W.9		Copy of petitioner's letter (8series)
Ex.W.10	02.09.2019	Copy of 2A petition filed before Conciliation officer by petitioners (6series)
Ex.W.11	09.01.2020	Copy of Advise of Additional Commissioner of Labour
Ex.W.12	01.02.2020	Copy of written statement filed by respondent(9series)
Ex.W.13	22.02.2020	Copy of Conciliation failure report (9series)

For the Respondent/ Management:

ID.No.35/2021 Documents

Ex.M.1	29.11.2011	Copy of Certified standing orders
Ex.M.2	01.10.2016	Copy of Trainee Technician letter
Ex.M.3	01.10.2018	Copy of Probation appointment letter
Ex.M.4	01.04.2019	Copy of Probation Extension letter
Ex.M.5	27.08.2019	Copy of Termination letter
Ex.M.6	27.08.2019	Copy of Full and final settlement

ID.No.14/2021 Documents

Ex.M.7	06.09.2016	Copy of Trainee Technician letter
Ex.M.8	01.10.2018	Copy of Probation appointment letter
Ex.M.9	01.04.2019	Copy of Probation Extension letter
Ex.M.10	27.08.2019	Copy of Termination letter
Ex.M.11	27.08.2019	Copy of Full and final settlement

ID.No.15/2021 Documents

Ex.M.12	14.10.2016	Copy of Trainee Technician letter
Ex.M.13	01.11.2018	Copy of Probation appointment letter
Ex.M.14	02.05.2019	Copy of Probation Extension letter

Ex.M.15 27.08.2019 Copy of Termination letter
Ex.M.16 28.08.2019 Copy of Full and final settlement

ID.No.17/2021 Documents

Ex.M.17 01.09.2016 Copy of Trainee Technician letter
Ex.M.18 01.03.2019 Copy of Probation appointment letter
Ex.M.19 27.08.2019 Copy of Probation Extension letter
Ex.M.20 28.08.2019 Copy of Termination letter
Ex.M.21 Copy of Full and final settlement

ID.No.18/2021 Documents

Ex.M.22 07.10.2016 Copy of Trainee Technician letter
Ex.M.23 01.11.2018 Copy of Probation appointment letter
Ex.M.24 02.05.2019 Copy of Probation Extension letter
Ex.M.25 27.08.2019 Copy of Termination letter
Ex.M.26 27.08.2019 Copy of Full and final settlement

ID.No.22/2021 Documents

Ex.M.27 01.10.2016 Copy of Trainee Technician letter
Ex.M.28 01.10.2018 Copy of Probation appointment letter
Ex.M.29 01.04.2019 Copy of Probation Extension letter

Ex.M.30 27.08.2019 Copy of Termination letter

Ex.M.31 28.08.2019 Copy of Full and final settlement

ID.No.23/2021 Documents

Ex.M.32 01.10.2016 Copy of Trainee Technician letter

Ex.M.33 01.10.2018 Copy of Probation appointment letter

Ex.M.34 01.04.2019 Copy of Probation Extension letter

Ex.M.35 27.08.2019 Copy of Termination letter

Ex.M.36 27.08.2019 Copy of Full and final settlement

ID.No.29/2021 Documents

Ex.M.37 02.08.2016 Copy of Trainee Technician letter

Ex.M.38 14.08.2018 Copy of Probation appointment letter

Ex.M.39 14.02.2019 Copy of Probation Extension letter

Ex.M.40 27.08.2019 Copy of Termination letter

Ex.M.41 27.08.2019 Copy of Full and final settlement

ID.No.36/2021 Documents

Ex.M.42 06.10.2016 Copy of Trainee Technician letter

Ex.M.43 01.10.2018 Copy of Probation appointment letter

Ex.M.44 01.04.2019 Copy of Probation Extension letter

Ex.M.45	27.08.2019	Copy of Termination letter
Ex.M.46	27.08.2019	Copy of Full and final settlement

Sd/-S.Sujatha
Presiding Officer,
Labour Court,
Kancheepuram.