



In the Court of Labour Court, Kancheepuram

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

Monday, the 24th day of August 2026

I.D.No.84/2024

CNR No.TNKP18-000257-2024

A.Selvaraj,
S/o.Arumugam,
Madha Koil Street,
Puliyur New Village,
Thirukkazhukundram Taluk,
Chengalpet District - 603 109.

--- Petitioner / Workman

//vs//

The Management,
Queensland,
The Great Amusement Paradise,
Chennai -Bangalore Trunk Road,
Pazhanchur, Sembarambakkam,
Chennai - 600 123.
Kancheepuram District.

--- Respondent/Management

This Industrial Dispute came up on 29.07.2026 for final hearing before this court in the presence of M/s.U.Adhiyaman, V.Surendar and K.P.Prabhakaran Advocates for the Petitioner. M/s.G.Anandakrishnan, S.Haroon Al Rasheed, AGAM Legal and R.Karthik 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 oral dismissal of petitioner on 07.02.2023 and to direct the respondent management to re-instate the petitioner in service, with full backwages, continuity of service, and all other consequent and other service benefits.

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

The petitioner has been working as Mechanical Turner under respondent since 2000. After 10 years, he was transferred to the Stores Department and he has been working there in a good manner. Petitioner has unblemished records. He was drawing monthly salary of Rs.31,000/-.

The respondent/management orally dismissed the petitioner, on February 07, 2023 without any prior notice and salary for the month of January 2023 is not paid to petitioner till date.

When the petitioner approached the Accounts department, Accounts Manager Mr.Ponraj gave the petitioner three printed sheets and said he would pay the salary only if the petitioner signs all of them. In the said sheet it had been stated that if he signs, his PF will be cleared and that he is voluntarily resigning from the job due to family circumstances.



ii) On the second sheet, it had been stated that as if petitioner had worked for the last 6 years and that he has received the gratuity for those 6 years.

iii) The 3rd sheet has only the Revenue Stamp affixed on a blank sheet. The Accounts Manager threatened that he would pay the salary only if petitioner signs all three papers. Petitioner left from there.

After that the petitioner approached the respondent/management several times to seek work but was not given work. On 23.04.2024 2A petition was filed before Deputy Commissioner of Labour Conciliation-I, Thiruperumputhur. The respondent/management had not filed any reply. Conciliation failure report was issued on 11.06.2024. Thereby this dispute is raised.

The punishment given to the petitioner, without having committed any crime, is extremely excessive.

The dismissal of the petitioner is unjust,illegal and against the principles of natural justice.

The petitioner is living in a difficult situation after being laid off from work. He is dependent on his job.

Hence, to set aside the oral dismissal of petitioner on 07.02.2023 and to direct the respondent management to re-instate the petitioner in service, with full backwages, continuity of service, and all other consequent and other service benefits.



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

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

The Respondent is part of Rajam Hotels Private Limited. The company operates an Amusement Theme Park, located at Sembarambakkam, Poonamallee.

The Respondent has on its rolls 196 workmen, who takes care of operation and Maintenance, Mechanical, Electrical and Stores Departments. The workmen of the Respondent are required to conduct themselves in a proper manner as the Respondent provides recreation to the public who visits the Theme Park from various parts of the state.

The services of the workers in the Theme Park are subject to transfers inside the Theme Park as well as to any proposed Theme Park or to its group entities. Apart from the Theme Park, the Respondent has also got under its umbrella, a Hotel and Resorts run in the name of Queensland unit of Rajam Hotels Pvt Ltd.

The Petitioner was initially appointed on 01.02.2003 in the Theme Park. In the year 01.06.2015, he was transferred to the Stores Department as Assistant



Purchaser in the Stores Department. The equipment, other ancillaries and the spares which are required for the upkeep of rides would be kept in the Stores Department. While the Petitioner was employed in the Stores Department, it came to the notice of the Respondent that there were certain issues in which the Petitioner was involved. The Respondent was in the process of gathering particulars about the involvement of the Petitioner and it was also probed as to whether the Petitioner was responsible for any acts prejudicial to the interests of the Respondent. When the same came to the knowledge of the Petitioner, in February 2023, he stopped reporting for duty.

While so, during 02.08.2023, after a lapse of 6 months, the Petitioner came to the premises of the Respondent and requested settlement of his salary for the month of January 2023. When he was confronted as to why he did not turn up for work for such a long period, he only requested his wages and was evasive. He was asked to give a written explanation for his absence and whether he wants to continue his employment. The Petitioner, however, wanted the Respondent to merely settle his salary for January 2023.

The Petitioner raised a dispute before the Conciliation Officer alleging denial of employment as on 07.02.2023. Before the Conciliation Officer, the Respondent pointed out that the Petitioner has not been terminated from the service and that he was free to report for duty. However, it was submitted before



the Conciliation Officer that owing to his prolonged absence, an alternate person has been appointed in his position and that he can be accommodated at the proposed Theme Park at Hosur. The Petitioner was not acceptable for the same and thus the conciliation ended in failure.

The Petitioner was not terminated, as alleged by him, or otherwise. Even according to the Petitioner, after 6 months, he only requested wages for the month of January, 2023 and he did not seek any employment. Petitioner was not interested in continuing his employment with the respondent.

The Respondent is also willing to accommodate the Petitioner in any of its hotels or Resorts, in the event of the Petitioner willing to report back for duty to the said place. It is stated that the Respondent also reserves its rights to proceed against the Petitioner in the event of any incriminating materials surfacing in connection with the work of the Petitioner while he was employed as Assistant Purchaser in the Stores Department.

Further, as there is no order of termination, either oral or written, issued to the Petitioner, the present dispute is wholly misconceived and not maintainable, both in facts and in law. Hence to reject the dispute.

4. The averments in the Rejoinder filed by the Petitioner is as follows:

The petitioner did not voluntarily quit his job. The fact that the salary for



the month of January 2023, in which the petitioner worked, has not been paid to him till date, shows how the respondent company is acting in an anti-worker manner.

The petitioner has repeatedly visited the respondent's management seeking for a job. The job was not offered. That's why he had no other option but to file a 2A petition. It is a fact that the respondent Management did not even file a reply to the 2A petition. The petitioner is still ready to work at the theme park in Hosur.

At the time of dismissal of the petitioner, he was receiving a salary of Rs. 31,000/-. The workers with similar services to the petitioner have been given two salary increases and are currently being paid a monthly salary of Rs. 35,000/-. The said salary and the corresponding salary increase should be paid to the petitioner when he is transferred to another post through transfer. The petitioner is ready to start work immediately if the respondent company accepts the expenses of accommodation, food and transportation to Chennai once a month to enable him to stay and work in Hosur. Hence to allow the dispute.

5. In this case, the petitioner has been examined as WW1 and has marked Ex.W1 to W4. On the side of respondent MW1 has been examined and Ex.M1 and Ex.M2 are marked.



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

1. Whether petitioner had been orally terminated from service by respondent as claimed by petitioner?
2. Whether there is voluntary abandonment of service by petitioner ?
3. Whether petitioner is entitled for the relief as prayed for ?
4. To What other relief ?

Answer to the Issues No.1 & 2

7. The fact that petitioner joined service of respondent as Mechanical Turner and later he was transferred to stores department and respondent is unit of Rajam Hotels Private Limited are all admitted facts.

Petitioner claims that he had been orally terminated from service on 07.02.2023 without any notice or enquiry and the same amounts to Unfair Labour Practice and it is against Principles of Natural Justice.

8. On the other side the contention of the respondent/management is that, when petitioner was in Stores Department as Assistant Purchaser, it came to the notice of the respondent that petitioner had involved in certain issues with regard to equipment, other ancillaries, spares required for the upkeep of rides, and when respondent/management was to probe about the petitioner acts



prejudiced to the interest of respondent/management, coming to know about the same, petitioner during February 2023 stopped reporting to duty on his own and there is neither dismissal nor termination of any kind of petitioner and further had stated that petitioner approached the respondent/management on 02.08.2023 requesting payment for the month of January 2023 and this dispute is raised only as an after thought.

9. Further it is stated that respondent/management is ready to accommodate petitioner in the Theme Park at Hosur.

The main contention of the respondent/management is that there is no dismissal or termination of service of petitioner but it is only petitioner who had voluntarily abandoned his service.

10. When respondent/management claims that when the respondent/management had knowledge about some issues in the stores department where petitioner was working and were to probe into the same, petitioner thereby failed to report for duty from January 2023 and When it is specifically pleaded by respondent/management that there were some issues in the stores department and they had knowledge about the same during January 2023, then respondent/management ought to have come forward to explain or narrate about the said issues and petitioners involvement in the said alleged issue. What kind of issues that came to the knowledge of the



respondent/management and how petitioner is involved or connected to the said issues not narrated or explained. When respondent/management claims that they had knowledge even during January 2023/February 2023 about issues in the stores department, then they should have either reported about the same before Conciliation Officer in the dispute raised before him or in the written statement filed before this court on 16.12.2024. Whereas respondent/management has miserably failed to plead regarding those aspects.

11. If really petitioner had involved in any such issues as claimed by respondent/management, they ought have taken legal action against petitioner. But no such action has been taken by respondent/management against petitioner. Apart from that if as claimed by respondent/management there were certain issues in the stores department in which petitioner was engaged, and there were petitioners involvement in such alleged issues, respondent/management ought not have come forward to offer employment to petitioner in, thereby posting at Hosur and ought not have filed memo Ex.M2 on 16.12.2024 in this regard. Further respondent/management themselves in the written statement have pleaded that they are ready to offer employment to petitioner in their resorts or Hotels.

12. So it can be assumed that there had been no issues as alleged by respondent/management in their stores department. As aforesaid, if there were



any issues, respondent/management ought not have come forward to accommodate petitioner in their Hotels, Resorts or Theme Parks. Thereby it is decided that, there is no such issues in the stores department as claimed by respondent/management. Hence the plea of the respondent/management that when respondent/management were to probe into the issues in stores department, petitioner stopped reporting to duty on his own from February 2023 is unacceptable.

13. Even if it is assumed that petitioner had voluntarily abandoned the service, petitioner being engaged in the year 2000 under respondent/management, respondent/management is bound to prove such a plea. Respondent/management is to prove that petitioner intended to permanently break the employee-employer relationship. Further respondent/management ought to have issued formal letter or a show cause notice to petitioner directing to report for duty and to explain the consequence on failing to do so. But respondent/management has not complied with the same. Further petitioner has raised a dispute before conciliation officer even on 23.04.2024 claiming illegal termination. In such circumstances respondent/management ought to have conducted a proper domestic enquiry into the unauthorised absence before treating the service been ended. Respondent/management has failed to comply with this requirement also.



The plea of the respondent/management that petitioner has voluntarily abandoned from service is not proved by them.

14. Petitioner to prove his case, that officials of respondent/management threatened petitioner to sign on certain sheets and when he refused to sign the same he was denied employment had produced Ex.W3. The genuiness of the said Ex.W3 is not disproved by respondent/management. So it can be assumed that respondent/management had made an attempt to get signature of petitioner in certain papers to put an end to his service.

15. From the overall analysis of both oral and documentary evidence of both parties, it comes to know that respondent/management has failed to prove the plea the voluntary abandonment of service by petitioner. As respondent/management failed to conduct proper domestic enquiry regarding unauthorised absenteeism of petitioner and had failed to issue notice or letter to petitioner to report for duty it is decided that there is illegal termination of service of petitioner by respondent/management. There is no voluntary abandonment of service by petitioner, petitioner had been orally terminated by respondent/management on 07.02.2023 and the same amounts to illegal termination of service of petitioner. Point No. 1 &2 answered accordingly.

Answer to the Issue No.3

16. Petitioner had joined service of respondent/management in the year



2000. Though respondent/management has come forward to accommodate petitioner in any one of their units, as on date petitioner has attained the age of Superannuation. Hence it has become impossible to reinstate petitioner into service.

17. Despite petitioner had rendered nearly 22 years of service under respondent/management, respondent/management had not paid any monetary benefits to the petitioner. For petitioner's alleged unauthorised absence from duty, respondent/management cannot remain silent without making any properly legal dues to petitioner herein. Further when petitioners claim that his monthly salary was Rs.31,000/- and respondent/management had not paid salary for the month of January 2023, the same is also not denied by respondent/management or proved by them that plea of petitioner is false. Petitioner is also entitled for the retirement benefits.

18. Even if petitioner is given 50% of backwages during the period of his non-employment under respondent/management and is entitled for other attendant benefits, this court decides of Rs. 6 lakhs as compensation towards his entire claim. Considering his monthly salary, remaining year of service under respondent/management and the period of service under respondent/management.



In the result, petitioner is awarded a lumpsum compensation of Rs.6,00,000/- (Rupees Six Lakhs 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.6,00,000/- (Rupees Six Lakhs only) to the petitioner within two months 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 24th day of August 2026.

Presiding Officer,
Labour Court,
Kancheepuram.

List of witnesses examined

For the Petitioner/Workman:

W.W.1 A.Selvaraj

For the Respondent / Management:

MW1 R.Premkumar

List of exhibits marked

For the Petitioner/Workman:

Ex.W.1 Copy of Identity Card of petitioner



Ex.W.2	01.02.2003	Copy of EPF details of petitioner
Ex.W3	---	Copy of letter to the respondent by petitioner
Ex.W.4	21.06.2024	Copy of Conciliation failure report

For the Respondent/ Management:

Ex.M.1	09.02.2026	Original of authorisation letter of MW1
Ex.M.2	16.02.2024	Copy of memo filed by the respondent before court

Presiding Officer,
Labour Court,
Kancheepuram.