



In the Court of Labour Court, Kancheepuram

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

Monday, the 10th day of August 2026

I.D.No.35/2024

CNR No.TNKP18-000087-2024

V.Babu,
C/o.General Secretary,
Chennai Metro General and
Contract Labour Union,
No.2/4,4th Street, Jayalakshmi Nagar,
Kattupakkam,
Chennai – 600 056.

--- Petitioner / Workman

//vs//

The Management,
M.E.I.Leathers,
No.86, Bajanai Koil Street,
Pammal, Chennai – 600 075.
Chengalpet District.

--- Respondent/Management

This Industrial Dispute came up on 17.07.2026 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.R.Raghuraman and A.Thiyagarajan 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 direct the respondent management to re-instate the petitioner in service, with full backwages, continuity of service, and all other attendant benefits.

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

The petitioner has been working as an operator under respondent since 01.12.1998. Petitioner has unblemished records. His last drawn monthly salary was Rs.17,625/-.

On 18.10.2023 the Administrative Manager, Mr.V.R.Sekar called petitioner and four co-workers saying that the owner of the company wanted to speak to them. The owner of the company Mrs.Kannathal, informed the workers that some of the workers had filed a case demanding gratuity amount, and that notice had been received from the Labour Department regarding this and warned that the consequences would be dire if anyone indulges in such activities.

The owner called the manager and directed him to immediately get signature in certain company's documents and vouchers from the workers. When the petitioner read the documents, it was stated that they had voluntarily resigned from their jobs and that all the amounts due to them had been paid as per the law. The petitioner objected that it was illegal to ask the workers to sign



such documents while they were still working there and they were hostile to it. The owner Kannathal said that ‘ you will be given work only if you sign the documents’ otherwise no worker will be allowed to enter the company and called the company’s security guards and forced the workers including the petitioner to quit out.

Petitioner and other coworkers were waiting till 7.00p.m. outside the company premises but was in vain.

Thereafter the petitioner having no other way filed 2A petition on 20.10.2023 before the Deputy Commissioner of Labour, Conciliation-I, Sriperumbudur. Respondent has not filed reply. During the negotiations, respondent/management verbally informed the petitioner that they would take him back to work but not to claim backwages from 18.10.2023. Despite being instructed to file, a reply stating the same, management had not come forward to file written reply. A request was made to respondent/management to give undertaking letter assuring to give job. The respondent refused to do that too. Thereby this dispute is raised.

Petitioner had been working for 26 years without committing any kind of misconduct, was suddenly dismissed and the same amounts to an anti-labour act.

The dismissal of the petitioner by retaining juniors is against the labour



laws, unfair, illegal, and against principles of natural justice and against section 25F and 25G of the ID Act.

After termination petitioner is living in a very difficult situation without job. The dismissal of the petitioner without any enquiry is unjust and illegal in every aspect.

Hence to hold the dismissal of the petitioner was unjust and to direct the respondent to reinstate the petitioner into service, with backwages, continuity of service and other 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/management is engaged in Leather tannery by purchasing raw materials as semi finished leather for the purpose of conversion of finished leather, with the assistance of man power with sufficient knowledge for handling process and making finished goods. This work is being carried out by getting orders from the clients.

The respondent invited all employees on 17.10.2023 in order to discuss about the progress and to assess day to day completion of work in the tannery.



Only the Manager and workers turned up for the meeting. After the conclusion of meeting, the petitioner went to his work place at Nagalkeni about 5.00pm to take his belongings. The petitioner has not only taken his belongings but also resorted to take away office files also. This act of the petitioner is amounting to theft. The petitioner did not turn up for work from the next day onwards. Thereafter, he filed a dispute along with 3 other employees before DCL (Conciliation) Sriperumbudur u/s.2A of ID Act 1948 with false allegations that the petitioner was ill treated and denied employment.

The management explained no discharge, dismissal retrenchment or termination has taken place in the tannery and the management did not refuse employment to the petitioner, requested the authority to advice the petitioner to rejoin duty on the condition that "no work no pay" would be applicable. The Conciliatory authority has endorsed the management view in his report dated 11.12.2023. Aggrieved on the above said report, the petitioner has filed this Industrial dispute.

This petition is not maintainable since for the purpose of any proceedings under the ID. Act, a worker should have been dismissed or discharged or retrenched. In petitioner's case no such occurrence has happened.

Petitioner was being paid salary for his work done every month without



any delay and provisions to Gratuity, Provident Fund have been made regularly every month. The management is very particular in implementing Labour Welfare measures without giving any room for grievances.

The petitioner himself has chosen to abstain from work on his own. The management did not issue any order to the petitioner with regard to his employment. The petitioner filed a dispute u/s.2A of ID Act, 1948 only to coverup his abstaining from duty on his own. Further The management has sent a letter to the petitioner on 27.10.2023 intimating that his abstinence would be construed as stayed away from duty. Work orders are pending and could not be executed due to non resuming of work.

The respondent did not terminate the petitioner on 17.10.2023 or any other date. The petitioner himself has stated in his petition that the management did not come forward to pay salary for non employment period, that is why he filed the ID. Petition. The management has given assurance before the conciliatory authority to take back the petitioner. The petitioner ought to have realized that the assurance has been made before the competent authority and it is binding the management. In view of the adamant stand of the petitioner, the conciliation ended in failure.

The petitioner stayed away from duty from 18.10.2023 onwards on his



own volition. He did not come for work. Therefore there is no termination of employment of the petitioner. The petitioner did not care to come and join work. The intention of the petitioner seems to grab money from the respondent without work and no intention to work and earn.

The management offered employment and in this regard, had given assurance before the conciliatory authority.

There is no question of applicability of sec.25F and 25G of ID Act 1948 in this issue. Hence the claim of the petitioner is wrong and unsustainable.

The petitioner with intention to paralyse the tannery unit, for the reason best known to him joined hands with some co-workers, stayed away from duty from 18.10.2023 onwards. The petitioner instead of joining to work had dragged the respondent to unnecessary litigation. This attitude of the petitioner has clearly shown his aggressive intention to shutdown the tannery unit and in a manner, the petitioner has achieved his task since the management was forced to shut down its unit due to non execution of work order which were received when petitioner and other employees were in work and also non receipt of further orders from the clients due to this turmoil. The unit was literally closed down from the month of February 2024 and this fact was also intimated to the Employees Provident Fund authority in writing. The other formalities to close



the unit permanently are under process.

There is neither termination of services of the petitioner nor denial of providing employment to the petitioner. Dispute raised by the petitioner is not maintainable and is liable to be dismissed.

At the time of conciliatory proceedings conducted by the Deputy Commissioner of Labour, Sriperumbudur, The Management offered employment to petitioner and asked him to resume to work. But the petitioner did not accept the offer even without prejudice to his rights and contention.

It is for the petitioner to prove that his services were terminated for some reasons by the employer or without reason. It is petitioner who absented himself from duty and did not join back the services inspite of letter sent to him on 27.10.2023. Hence to dismiss the dispute.

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

The respondent company started functioning 40 years ago. More than 100 workers have been working. After 2015, the respondent company engaged workers from other states on low wages and received resignation letters from the workers who had worked there for long period as if they had left the job on their own. On that basis, the petitioner and co-workers were advised to write a



letter stating that they would voluntarily resign, the same was refused, thereby they were denied employment.

The monthly salary was credited in bank account. But 2023 October month 17 days salary of Rs.11,655/- was not paid. When the DCL queried about, respondent sent balance salary by way of copy of a cheque alongwith a letter directing to collect the original cheque in person.

Petitioner was not given any appointment order or identity card till date.

Hence to reinstate the petitioner with backwages, continuity of service and other benefits.

5. In this case, the petitioner has been examined as WW1 and has marked Ex.W1 to W5. On the side of respondent MW1 has been examined and Ex.M1 to Ex.M5 are marked.

6. The case of the petitioner is he joined service of respondent/management as operator in the year 1998 and on 18.10.2023, the owner of the respondent company Tmt. Kannathal insisted the petitioner and some other workers to sign in certain documents and vouchers, when the same was refused to be obliged, she forcibly sent the workers out of the company with the help of the security Guard and thereafter from 18.10.2023, was not permitted to enter into the work premises and such act on the part of



respondent/management is illegal, unlawful, against Principles of Natural Justice, and the same amounts to oral illegal termination and an anti-labour activity.

7. On the other side the contention of respondent/management is that all employees were invited for discussion on 17.10.2023 to assess day to day completion of work, after the conclusion of the said meeting after 5.00p.m. Petitioner went to his work place, had taken his belongings and some of the office files also, and the said act amounts to theft, thereafter petitioner had not turned up for work, there is no denial of employment of the petitioner by respondent/management, further even before Conciliation Officer respondent/management had requested the authority to advice the petitioner to rejoin duty an condition that 'no work no pay', no order of appointment or order of termination been issued to petitioner, a letter had been sent on 27.10.2023 by respondent/management to petitioner to return for work or otherwise the same will be construed as stayed away from duty, Despite the notice petitioner has not shown care to join work, no termination of any kind, there is voluntary abandonment of service by petitioner, this dispute is filed only to grab money from respondent/management and hence this Industrial dispute to be dismissed.

8. Further it had been stated by respondent/management that respondent/management is taking steps to close the establishment, thereby there



is no possibility of reinstating the petitioner into service and the claim to be rejected on this sole ground.

9. In such circumstance the following issues had arisen to be decided.

1. Whether there is illegal termination of service of petitioner by respondent/management ?
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 Points No. 1 & 2

10. The fact that petitioner was employee under respondent/management is not denied.

Petitioner to prove his case has examined himself as WW1. Ex.W1 is letter addressed by respondent/management to petitioner, Ex.W2 is the letter addressed by respondent/management to petitioner stating that they assumed that petitioner has given up his job. Ex.W3 is the letter of respondent/management along with copy of cheque towards salary for the month of October 2023. Ex.W4 is the copy of petition u/s.2A of ID Act filed before Conciliation Officer as Ex.W5 is the Conciliation failure report.

11. On the side of respondent/management, the letter addressed by them



to petitioner is produced as Ex.M1, postal receipt to prove the despatch of Ex.M1 is Ex.M2. Letter addressed by respondent/management to PF Commissioner regarding PF Contribution stoppage is filed as Ex.M3, letter addressed to respondent/management to Regional Director ESIC, regarding non-payment towards contribution is filed as Ex.M4 and failure report is filed as Ex.M5.

12. The learned counsel for the petitioner urged that petitioner had been orally terminated from service on and from 18.10.2023, without any notice or enquiry and further no complaint had been given by respondent/management for the allegation that he had taken away the files of respondent/management, the same is admitted in the cross examination of MW1, termination is illegal and the same has to be set aside.

13. The learned counsel for the respondent/management urged that, petitioner had voluntary abandoned from service, there is no denial of employment to petitioner by respondent/management, there is no dismissal, retrenchment, or termination of service of petitioner, dispute is raised only to grab money from respondent/management and hence this dispute has to be dismissed.

14. It is contended by petitioner that meeting was convened by owner of the Company on 18.10.2023 and they were insisted to sign certain documents



and vouchers, when refused, they were denied employment.

15. Respondent had taken a stand that a meeting was held with employer on 17.10.2023 and after conclusion of meeting, petitioner went to his work place and had taken his belongings as well as some documents of respondent/management, thereafter petitioner had not turned up to duty and there is voluntary absenteeism on the part of petitioner and no kind of denial of employment.

16. A meeting had been held on 17.10.2023 or 18.10.2023 between management and petitioners/employees is admitted. When respondent/management takes a specific stand that petitioner had taken some files of respondent/management and the said act amounts to theft, they have not specifically stated what are the files, that had been alleged to have been taken away by petitioner. Whether those files are related to day to day activities, what kind of files were taken away is not clearly pleaded. It is alleged by respondent/management petitioner had taken away, the files belonging to respondent/management they ought have given a complaint to police or any other authorities. No such complaint is been given regarding such allegation.

17. After from that, before this court four other cases are pending against respondent/management. In all these four cases respondent/management has taken a similar stand stating that workmen had taken away the files belonging to



respondent/management. If it is taken as true, then there should be missing of minimum 4 number of files. In such circumstances, if the allegation by respondent/management are true, they might have definitely initiated any kind of activities to get back those files. But no such steps, action or initiation had been taken by respondent/management to get back those files said to have been taken away by petitioner and other workers in I.D31/2024,32/2024,33/2024,34/2024.

18. Further it is stated by respondent/management that a letter had been addressed to petitioner under Ex.M1,M2 on 27.10.2023. Even in the said letter, respondent/management has not alleged that petitioner had taken away the files belonging to them. Even in the conciliation failure report under Ex.W5 and Ex.M3, there is no averments or findings by Conciliation Officer that such a stand had been taken by respondent/management. Only for the first time at the time of filing written statement this defence had been taken by respondent/management that petitioner and other workers had taken away the files of respondent/management. Even in the letter addressed by respondent/management under Ex.W3 dated 16.11.2023 it is just stated that petitioner has to collect in October 2023 month salary. In the Ex.W3 also no such allegation as if petitioner had taken the files of respondent/management.

19. Further when Ex.M1 and Ex.W2 are compared, it is a letter addressed by respondent/management to petitioner. The contents in the said documents



are similar without any variation or changes. But the alignment of lines in the said documents are entirely different. Though petitioner himself has claimed that letter had been addressed by respondent/management to them under Ex.W4, it doesn't mean Ex.M1 is the genuine document. In Ex.W2 the seal of respondent/management is found place, whereas in Ex.M14 only name of the Manager is found place. No Seal is found place in Ex.M1. Both the documents does not contains the date of such document.

20. But the contents in the said documents reveals that, it has been stated by respondent/management that petitioner is absent from duty for past 15 days. When it is specifically pleaded by respondent/management that after completion of meeting on 17.10.2023, from the next day onwards, Petitioner had not turned up for duty in Ex.W2, in Ex.M1 it is stated they are absent from duty for past 15 days. If 15 days is taken into consideration then petitioner should have been absent from 12.10.2023 as per postal receipt Ex.M2 which reflects date of posts as 27.10.2023. So, it can be assumed that respondent/management has on imaginary thought had stated that petitioner is absent from duty for past 15 days before 27.10.2023. The said contention is not acceptable for the reason that petitioner had attended the meeting conducted by respondent/management on 17.10.2023. So, it can be concluded that, Ex.M1 is a created document by respondent/management.



21. Further when respondent/management claims that petitioner had voluntarily abandoned his service then petitioner being employed for more than 26 years ought to have initiated disciplinary proceeding against him. Respondent/management has failed to take such action.

22. Further from Ex.W5 conciliation failure report it comes to know that, for denial of employment from 18.10.2023, petitioner had raised the dispute even on 20.10.2023 itself. Failure report had been issued on 11.12.2023. In the said failure it is stated that there were several rounds of negotiation, respondent/management expressed their readiness to re-employ petitioner without backwages from 18.10.2023 and there arrived no consensus and final round of talk took place on 30.11.2023. It being so, on 16.11.2023, during pendency of conciliation proceedings, respondent/management as a precautionary measure had sent a copy of cheque to petitioner towards salary for the month of October 2023. Respondent/management has admitted during cross examination that they had just sent copy of the cheque and not the original cheque to petitioner. It reflects the cunning behavior of respondent/management. If they had real intention to pay the salary to petitioner they might have credited into their bank account or had have sent the original cheque. This act of respondent/management reflects that only as an act of eye wash they have sent Ex.W3 cheque copy.



23. As the respondent/management has not initiated any disciplinary action against petitioner for the alleged absenteeism from duty and have not preferred any complaint against petitioner for the allegation that petitioner had taken away the files belonging to respondent/management and they have failed to give written undertaking before Conciliation Officer to reemploy petitioner into services, and there is no denial by respondent/management that meeting had held on 17.10.2023, this court comes to conclusion that respondent/management have orally denied employment to petitioner, without proper notice, enquiry or disciplinary action for the reasons that some of the workers have raised a dispute before Conciliation Officer for bonus and other emoluments as gratuity amount.

24. If as claimed by respondent/management if petitioner had voluntary abandoned from service from 18.10.2023, he might not have raised a dispute before Conciliation Officer on 20.10.2023(ie) just 2 days of denial of employment. Hence the contention of respondent/management is not acceptable. On analysis of both oral and documentary evidence this court concludes that petitioner had been illegally terminated from service by respondent/management and there is no voluntary absenteeism from duty by petitioner. Points No.1 &2 answered accordingly.



Answer to the Point No.3

25. Petitioner claims that he has to be reinstated into service with all benefits. Whereas respondent/management has claimed that they have taken steps to close the establishment and hence there is no possibility to reinstate them into service and relies on the letter addressed to PF authority and ESIC authority (Ex.M3 & M4) regarding closure of the establishment. MW1 even in her evidence has stated that even from 2024 company is not functioning for want of orders.

26. Further respondent/management has at the time of arguments had produced closure report in Form No.108 given to the Joint Director of Industrial Safety and Health-IV, Guindy, Chennai with acknowledgment dated 18.11.2025, Reduction of L.T.Current consumption from 112.00 K.W to 20K.W. for service connection on account of non-functioning of the company dated 28.09.2024 & 31.03.2025, Company/Bank Statement for the period from 05.04.2025 to 25.06.2026, G.S.T. Returns filed for –NIL-transactions for the period March 2024-2025, April 2025-2026 and May 2026-2027.

27. The said documents are filed to show the respondent company is not functioning no more. Merely because respondent/management has closed their establishments it cannot escape from their liabilities and responsibilities. They



are bound to compensate the workers when they are not in a position to reinstate the worker.

28. In such circumstances, the stand of the respondent/management reflects that they are not interested to take back the petitioner for employment. It being so, this court is of considered view that, as it is held that termination of petitioner is illegal, Petitioner can be compensated in lieu of his reliefs claimed.

29. At the time of raising dispute petitioner was 47 years old. He had completed nearly 26 years of service under respondent/management without any payment towards closure, Petitioner had been left out without monetary benefit. Considering the age of petitioner further 11 years of service if retirement age is taken as 58 years, as per Judgment in

O.P.Bhandari /Vs/ Indian Tourism Development

reported in **1987 AIR 111**

In the result, Award is passed directing the respondent to pay to the petitioner (1) salary including usual allowances for the period commencing from the date of termination of his service (ie) 18.10.2023 till the date of payment of compensation equivalent to 3.33 years salary including usual allowances to him and (2) Provident Fund amount payable to the petitioner and



retirement benefits computed as on the date of payment as per clause 1 shall be paid to him within 1 month from the date of Award.

Dictated to the steno typist, directly typed by her, corrected and pronounced by me in the open court, this the 10th day of August 2026.

Presiding Officer,
Labour Court,
Kancheepuram.

List of witnesses examined

For the Petitioner/Workman:

W.W.1 Babu

For the Respondent / Management:

MW1 Kannathal

List of exhibits marked

For the Petitioner/Workman:

Ex.W.1	30.12.2020	Copy of letter given by respondent/management to petitioner
Ex.W.2	---	Copy of letter sent by respondent/management to the petitioner.
Ex.W3	16.11.2023	Copy of letter with cheque sent by respondent/management to the petitioner.
Ex.W.4	20.10.2023	Copy of 2A petition filed by petitioner
Ex.W.5	11.12.2023	Copy of Conciliation failure report



For the Respondent/ Management:

Ex.M.1	27.10.2023	Copy of letter sent by respondent to the petitioner
Ex.M.2	27.10.2013	Copy of postal receipt
Ex.M.3	11.03.2024	Copy of letter sent to the PF Officer by respondent
Ex.M.4	08.04.2024	Copy of letter sent to the ESI Officer by respondent
Ex.M.5	11.12.2023	Copy of letter by Assistant Commissioner of Labour

Presiding Officer,
Labour Court,
Kancheepuram.