



W.A.(MD) No.3258 of 2025

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BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED : 19.02.2026

CORAM:

THE HONOURABLE DR.JUSTICE G.JAYACHANDRAN

and

THE HONOURABLE MR.JUSTICE K.K.RAMAKRISHNAN

W.A.(MD)No.3258 of 2025

and

C.M.P.(MD)No.20283 of 2025

The Managing Director,

Tamil Nadu State Transport Corporation (Kumbakonam) Ltd.,

Kumbakonam Region,

Kumbakonam.

... Appellant

-VS-

S.K.Rajamanickam (Deceased)

1.R.Malarkodi

2.The Administrator,

Tamil Nadu State Transport Employees Pension Fund Trust,

Thiruvalluvar Illam,

Anna Salai,

Chennai – 2.

... Respondents



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PRAYER: Writ Appeal filed under Clause XV of the Letters Patent Act, praying to praying to set aside the order passed in W.P.(MD)No.6930 of 2017 on the file of this Court dated 28.01.2025 and allow this Writ Appeal.

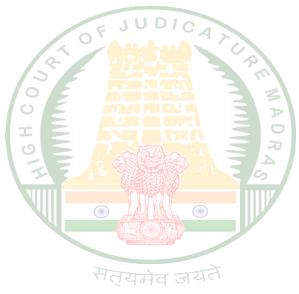
For Appellants : Mr.M.Ajmal Khan,
Additional Advocate General
Assisted by Mr.S.C.Herold Singh
For Respondent No.1 : Mr.S.Arunachalam
For Respondent No.2 : No appearance

JUDGMENT

[Judgment of the Court was made by DR.G.JAYACHANDRAN, J.]

Appeal is filed challenging the order passed by the learned Single Judge in W.P.(MD)No.6930 of 2017 dated 28.01.2025.

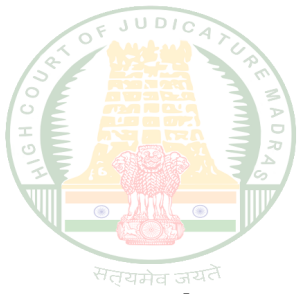
2.A driver in the Transport Corporation who was appointed on 01.11.1980 was dismissed from service on 31.01.1989. Thereafter, when the dismissal order was sought to be approved under Section 33(2) of the Industrial Disputes Act, the same was rejected. Later on, the management as well as the employee had entered into Section 18(1) Settlement on 23.10.1991 and thereby the first respondent was reinstated in service. On



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31.03.2002, he attained superannuation and thereafter, in the year 2014 nearly 12 years after his retirement he made a representation to account his past services he rendered before his dismissal and subsequent reinstatement. This was not considered by the management which has lead to filing of W.P.(MD)No.6930 of 2017 seeking a Writ of Declaration declaring that the action of the respondents in not taking into account the petitioner's service period from 01.11.1980 to 31.01.1989 for calculating his pensionary service period as illegal and consequently to direct the respondents to pay him pension under the Tamil Nadu State Transport Employees Pension Fund Rules.

3.Learned Single Judge having considered the clauses 1 to 4 of the settlement under Section 18(1) of the Industrial Disputes Act, entered between the management and the writ petitioner / first respondent as well as the facts placed before Court that even after reinstatement in the year 1991 there was an unauthorised absence for a period of one year and 10 months, concluded that petitioner's service period starting from 1980, the date on which he joined as Driver till the date of his superannuation ie., 31.03.2002 comes around 17 years 10 months, even if the period of unauthorised absence of one year and 10 months is excluded, he will be eligible to get the relief as sought for in the writ petition. Therefore,

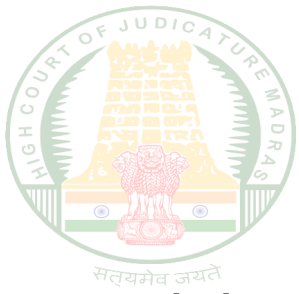


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directed the first respondent namely Managing Director, Tamil Nadu State Transport Corporation, to release the eligible pension to the petitioner along with interest at the rate of 6% p.a.

4.In this intra court appeal, the learned Additional Advocate General would submit that the first respondent's period of break in service between 31.01.1989 to 23.10.1991 as well as terms of 18(1) settlement between the management and the worker not been properly appreciated by the learned Single Judge. He would specifically contend that when the terms of settlement specifically agreed to reinstate the worker with continuity of service from the date of dismissal and without backwages and the worker agreed, he will not be eligible for any monetary benefits both for the past service and non-employment period and the non-employment period will not be taken into account for review and for any other purpose. The non-employment period will be treated as leave on loss of pay. The learned Judge instead of reading the terms of agreement conjointly had taken clause (1) of the terms of agreement alone for passing the impugned order, which on the face of it erroneous and liable to be set aside.

5.Learned Counsel appearing for the first respondent made certain submissions but when certain questions were raised, he got provoked and



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had made certain disrespecting remarks against the court and left the court raising his voice. However, this Court is not bound to be cow down by such activities of the bar member, neither interested in taking any disciplinary action against him for his misbehaviour in the court hall. We are only concerned about the delivery of justice in fair and expeditious manner. Therefore, on perusal of the records and considering the terms of settlement which has been agreed by the parties voluntarily, we hold the employee cannot agitate the cause with an attempt to make illegal gain, contrary to his agreed terms, that too with substantial delay of nearly 12 years after his superannuation. When this was pointed out by the learned Counsel for the first respondent, he got provoked and left the Court hall.

6.Now, back to the facts, as pointed out, the order of the learned Single Judge, it bristles with apparent non-application of mind on two grounds. Firstly, the terms of the 18(1) settlement not been appreciated on the whole, but considered only clause (1). When clause (3) of the terms of the settlement clearly excludes the past services and non-employment period for taking into account for any other purpose, those period cannot be taken for calculating service period for the purpose of pension. Secondly, the laches for agitating the cause also stand in the way of the first respondent.



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7. Therefore, the order of the learned Single Judge warrants interference. The period of service for calculating pension for the respondent shall be from 23.10.1991, [the date on which 18(1) settlement was arrived and reinstated] till 31.03.2002, (ie.) the date of superannuation. Insofar as the alleged period of unauthorised absence of one year and 10 months, since the department has not taken any disciplinary proceedings, there cannot be any break in service for the sake of calculating pensionable service.

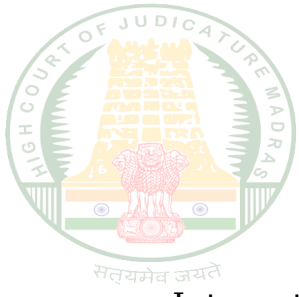
8. With this clarification and modification, this Writ Appeal is partly allowed. The appellant herein is directed to calculate the retirement and pensionable benefit accrued to the first respondent and disburse the same, preferably within a period of three [3] months from the date of receipt of a copy of this order. There shall be no order as to costs. Consequently, the connected miscellaneous petition is closed.

[G.J., J.] & [K.K.R.K., J.]

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NCC : Yes / No

Index : Yes / No



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Internet: Yes / No
MR

To

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