



Serial No.34

Regular List

HIGH COURT OF MEGHALAYA
AT SHILLONG

WP(C). No.69 of 2024

Date of Order : 27.08.2024

The North Eastern Indira Gandhi Regional
Institute of Health & Medical Sciences
(NEIGRIHMS), represented by the Director.

...Petitioner

-Versus-

1. M/s Prudent EPC Pvt. Ltd
91/B, Near Vishal Tower NO.2
SG Barve Marg, Kamgar Nagar
Kurla (East) Mumbai: 400024.
2. Sh. Napoleon Mawphniang
Rep of workmen
Syadheh, Ri Bhoi
Meghalaya – 793105.

...Respondents

Coram:

Hon'ble Mr. Justice H.S.Thangkhiew, Chief Justice (Acting)

Appearance:

For the Petitioner/Applicant(s) :	Dr. N.Mozika, Sr. Adv. with L.M.D.Marak, Adv.
For the Respondent(s) :	Mr. S.Pandey, Adv. for R 1. Ms. B.Sun, Adv. for R 2.

i) Whether approved for reporting in

Yes/No



Law journals etc:

ii)	Whether approved for publication in press:_____	Yes/No
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JUDGMENT AND ORDER (ORAL)

1. The writ petitioner (NEIGRIHMS) by way of the instant writ application has assailed the order dated 05-12-2023, passed by the Regional Labour Commissioner (Central) Guwahati in the application No. G/R08/2023, whereby the Regional Labour Commissioner had issued directions for payment of difference of wages of ₹7,74,594/- and compensation amount of ₹2,63,000/- totaling to ₹10,37,594/-, directly to the workers as per the list given in the said order.

2. Dr. N.Mozika, learned Sr. counsel assisted by Ms. L.M.D.Marak, learned counsel on behalf of the petitioner has submitted that the respondent No. 1 had entered into a contract with the respondent No. 2. w.e.f., 01-07-2022 for annual comprehensive maintenance contract of fire protection system for a period of five years, and as per the agreement the contractor was required to deploy 18 workmen by 30 days from the date of signing the contract agreement. He submits that thereafter, issues arose with regard to the deployment of experienced personnel to undertake the maintenance work and consequent to these issues, the respondent No. 2 as workers' representative had then filed an application before the Regional Labour Commissioner complaining that the minimum wages as prescribed



had not been paid to the workers by the said contractor (respondent No. 1), and that the respondent No. 1, was arrayed as a party respondent apart from the writ petitioner in the said proceedings. It is further submitted that the respondent No.1 apart from making two appearances did not take part in the proceedings any further, and the result was that the writ petitioner was saddled with the entire responsibility of clearing the dues of the workers by the Regional Labour Commissioner. Learned Sr. counsel asserts that the respondent No. 1, had already been advanced adequate amounts to cover the wages, and that if any amount is to be paid apart from the admitted amount due, the same was to be complied with by the respondent No. 1. He therefore submits that as the respondent No. 1 i.e., the Labour Contractor is present before this Court in the instant proceedings, he be directed to pay a portion of the shortfall due to the respondent No.2.

3. Mr. S.Pandey, learned counsel for the respondent No.1 has submitted that on the issues that have arisen between the writ petitioner and the respondent No. 1, certain claims have been made which are yet to be resolved and that further steps would be undertaken in this regard. The learned counsel has then placed reliance on the Contract Labour (Regulation and Abolition) Act, 1970, wherein at Section 21 (4) he submits it has been provided that in case the contractor fails to make payment of



wages within the prescribed period or makes short payment, then the principal employer shall be liable to make the payment of wages in full or the unpaid balance due. The principal employer, he submits, in this instance, is the writ petitioner and as such by operation of the said section, it is the writ petitioner who is to satisfy the amount presently, and the final liability be subject to resolution of the pending dispute between the parties.

4. Ms. B.Sun, learned counsel appearing on behalf of the respondent No. 2 workers, has submitted that whatever the dispute between the writ petitioner and the respondent No. 1, the grievance of the workers still remains, inasmuch as, the amounts due and allowed by the Regional Labour Commissioner are yet to be paid to them. She therefore prays that notwithstanding any other circumstances, directions be issued for expeditious disbursement of the said amounts to the workers.

5. Heard learned counsel for the parties and also perused the materials on record. By the impugned order, as submitted, it is noted that there is a specific direction given to the writ petitioner to pay the difference of wages and compensation and to file a compliance report thereafter. Though it has been submitted that the respondent No. 1 did not take part in the proceedings effectively, and as such, has resulted in the impugned order being directed against the writ petitioner, the fact that cannot be ignored is that by operation of the Contract Labour (Regulation and Abolition) Act,



1970, the burden to clear the short fall in payment falls on the writ petitioner who is the principal employer in this regard, though remedies has provided for recovery in the said section itself. For the sake of convenience, Section 21 (4) of the Act is reproduced hereinbelow:

“21(4) In case the contractor fails to make payment of wages within the prescribed period or makes short payment, then the principal employer shall be liable to make payment of wages in full or the unpaid balance due, as the case may be, to the contract labour employed by the contractor and recover the amount so paid from the contractor either by deduction from any amount payable to the contractor under any contract or as a debt payable by the contractor.”

6. This Court has also noted the submission of learned Sr. counsel for the petitioner that as per their calculation against the claims of respondent No. 1, the admitted amount of only ₹5,98,966/- is due which they are prepared to transfer to the workers.

7. This Court has given its anxious consideration to the facts of the case at hand and is alive to the aspect that the only sufferers in this entire transaction presently, are the workers who have not been given their due wages for which the petitioner and respondent are and were liable to pay.

8. In these circumstances therefore, it is deemed appropriate at this stage that the writ petitioner be directed to pay the entire amount of ₹10,37,594/- to the workers as entitled and as given in the table contained in the impugned order. For any other issues or claims and counter claims



that may still exist, the matter is to be settled by the writ petitioner and the respondent No. 1 in accordance with law.

9. With the above noted directions and without disturbing the impugned order, the matter stands closed and disposed of.

Chief Justice (Acting)