

IN THE HIGH COURT OF HIMACHAL PRADESH, SHIMLA

Execution Petition No.1204 of 2024

Reserved on: 07.08.2026

Decided on: 11.09.2026

Uploaded on: 11.09.2026

Puran Chand

...Petitioner

Versus

State of H.P. and others

...Respondents

Coram

Hon'ble Mr. Justice G.S. Sandhawalia, Chief Justice

Hon'ble Mr. Justice Jiya Lal Bhardwaj, Judge

*Whether approved for reporting?*¹

For the petitioner:

Mr. V.D. Khidtta and Mr. Nishant Khidtta, Advocates.

For the respondents:

Ms. Priyanka Chauhan, Deputy Advocate General, for respondents No.1 to 9-State.

Mr. Deepinder Singh Patwalia and Mr. Vikrant Thakur, Senior Advocates with Mr. Shubham Guleria, Advocate, for respondent No.10.

Mr. Shiv Pal Manhans, Senior Panel Counsel for respondent No.11.

Mr. Sunil Mohan Goel, Senior Advocate with Mr. Paras Dhaulta, Advocate, for respondent No.12.

Jiya Lal Bhardwaj, Judge

The petitioner by way of present petition is

¹ Whether reporters of Local Papers may be allowed to see the judgment?

seeking implementation of the order dated 08.01.2020, corrected on 10.01.2020 and modified on 13.11.2020, passed in CWPIIL No.135 of 2017, titled, ***Court on its own motion vs. State of H.P. & others*** along with connected matter in letter and spirit with further direction to the respondents to pay ₹15,000/- in hand salary per month along with arrears with effect from 20.01.2020 with 9% interest throughout and further penal interest at the rate of 15% throughout, as this Court may deem fit, just, and proper.

2. This Court vide order dated 08.01.2020, while disposing of the writ petitions, i.e. CWPIIL No.135 of 2017 and CWP No. 2347 of 2017, had directed respondent No.10 (GVK Emergency Management and Research Institute) to enhance the take home salary of each employee to the tune of ₹15,000 per month (wrongly typed as ₹1500/- per month which was corrected on 10.01.2020) w.e.f. 20.01.2020, till the dispute is resolved by the appropriate authority. This enhanced salary is to be paid to the Pilots (Drivers) and Emergency Medical Technicians (Pharmacists) ('EMTs') employed with

respondent No.10 till the dispute is resolved by the appropriate authority. Further, respondent No.10 was directed to pay salary to its employees only by cheque by remitting the same to their bank accounts. In case, there are no bank accounts of the employees, the same be opened at the earliest and thereafter their salaries be remitted to their bank accounts. The petitioner and other employees of respondent No.10 were directed to approach the competent authority/appropriate labour authority under the Minimum Wages Act within three weeks from the date of passing the order, if not already approached, and thereafter, the competent authority/appropriate labour authority was directed to decide the case of the employees of respondent No.10 within six months, preferably by or before 30.06.2020.

3. Since there was a typographical mistake in paragraph 19 of the judgment to the effect that ₹1500/- was recorded instead of ₹15,000/-, the said order was corrected, vide order dated 10.01.2020. Further, vide order dated 13.11.2020, the earlier order dated 08.01.2020, passed by the Court was clarified/rectified to

the effect that the State Government has to pay ₹15,000/- per month to the Captains of Janani Express-102 also, at par with the Pilots and Emergency Medical Technicians (EMTs) of National Ambulance Service-108, from the date, as mentioned in para 19 of the order, dated 08.01.2020, i.e. with effect from 20.01.2020 within a period of three weeks.

4. The petitioner has averred in the execution petition that the application/petition under Sections 20 and 21 of the Minimum Wages Act, 1948 was preferred before the Chief Judicial Magistrate-cum-competent authority/appropriate authority, Shimla District, Shimla, during the second week of June, 2020 for determination of the minimum wages under the Minimum Wages Act. The said authority has passed the final order on 30.01.2021, whereby, respondent No.10 has only been directed to pay the minimum wages and the differential amount of overtime w.e.f. 01.05.2015, as calculated in Annexure-C appended with the order.

5. The petitioner and respondent No.10 feeling aggrieved by and dissatisfied with the aforesaid order

dated 30.01.2021 passed by the appropriate authority have preferred the writ petitions before this Court. The writ petition preferred by respondent No.10-Company is CWP No.2094 of 2021 and writ petition filed by the petitioner-Union is CWP No.6433 of 2021. The petitioner-Union is aggrieved by the order only to the extent that the State Government, along with the Company, should have also been made liable, jointly and severally, to pay all the benefits and the relief claimed by the petitioner-Union. The petitioner-Union during the pendency of the writ petition, had pointed out that respondent No.10 has not paid the benefit of minimum of ₹15,000/- in hand salary per month to the workers of the petitioner-Union, as directed by this Court vide order dated 08.01.2020, which order was corrected on 10.01.2020 and modified on 13.11.2020.

6. This Court had passed an order on 30.03.2021 directing the parties to file their respective calculations to indicate the payments made therein. In compliance with the aforesaid order dated 30.03.2021, passed by the Division Bench of this Court, the petitioner-Union had filed

the calculations in the form of an application in which, by way of averments and salary slips, it was demonstrated that the workers of the ambulance service were not being paid the minimum ₹15,000/- as in hand salary per month, as per the direction given by this Court. Respondent No.10-Company has not complied with the order w.e.f. 20.01.2020 till 15.01.2022, and now M/S Medswan Foundations (Respondent No.12) w.e.f. 16.01.2022, till date is still not complying with the order/direction given by this Court to pay a minimum of ₹15,000/- in hand salary per month to the workers of the petitioner-Union and thus, the petitioner sought direction to execute the aforesaid orders.

7. Respondent No.10-Company has filed personal affidavit, wherein it has been averred that in compliance with the order passed by this Court, it has revised the salary of its employees to ₹15,000/- per month on a Cost to Company (CTC) basis, which included the employer's contributions towards statutory dues, such as Provident Fund, Employee State Insurance (ESI), and other applicable deductions. After deducting the said statutory

deductions, the actual net amount disbursed to each employee came to approximately ₹11,545/- per month. The total financial outgo per employee on the respondent's part was indeed ₹15,000/- per month, and there was no reduction or deviation from the enhanced compensation as directed. Respondent No.10 has maintained full compliance and transparency in wage disbursement and the same has been made through bank transfers to employees' accounts. There was no willful or deliberate non-compliance with the order of the Court. The payment of salary on CTC basis with lawful deductions was undertaken in good faith and in the understanding that the order required enhancement of monthly employee compensation to ₹15,000/- per employee, inclusive of all statutory components. It has further been submitted that respondent No.10 has disbursed a total amount of ₹31,54,69,908/- from January, 2020 to January, 2022. Thereafter, the additional affidavit has also been filed, wherein it has been averred that respondent No.10 has ceased operation across the State of Himachal Pradesh w.e.f. 15.01.2022. It has further

been submitted that this Court had directed that a salary of ₹15,000/- per month be paid to the workmen and the deponent has complied with the said direction and the chart depicting the said compliance was also drawn.

8. The petitioner has filed the counter affidavit to the additional affidavit filed by respondent No.10- Company and has not denied the factum of payment of amount as per the chart shown in the additional affidavit.

9. We have heard the learned counsel for the parties and also perused the record carefully.

10. Before advertng to the submissions made at the Bar, it would be relevant to take note of paras No.19 and 20 of the order dated 08.01.2020 passed by this Court which are reproduced hereunder:-

“19. In view of the facts and circumstances of the case, we direct respondent No. 10 to enhance the take home salary of each employee to the tune of ₹1500/- per month w.e.f. 20th January, 2020. This enhanced salary shall be paid to the Pilots and EITs employed with respondent No. 10 till the dispute is resolved by the appropriate Authority. Respondent No. 10 is further directed to pay salary to its employees only by cheque by remitting the same to their bank accounts. In case, there are no bank accounts of the employees, the same be opened at the earliest and thereafter, their salaries be remitted to their bank accounts.

20. The employees of respondent No. 10 are directed to approach the competent Authority/appropriate Labour Authority under the Minimum Wages Act within three weeks from today, if not already approached and thereafter, the competent Authority/appropriate Labour Authority is directed to decide the case of the employees of respondent No.10 within six months, preferably by or before 30th June, 2020."

11. Since there was a typographical mistake in paragraph 19 with respect to the take home salary of each employee, which was wrongly recorded ₹1500/- per month, the same was corrected as ₹15,000/- per month as per order dated 10.01.2020.

12. A perusal of the aforesaid order clearly reveals that respondent No.10 was directed to enhance the take home salary of each employee to the tune of ₹15,000 per month, w.e.f. 20.1.2020 and further it was mentioned in unequivocal terms that the enhanced salary shall be paid to the Pilots and EMTs employed with respondent No.10 till the dispute is resolved by the appropriate authority. Admittedly the appropriate authority has passed an order on 30.01.2021 (Annexure E-2), which is now subject matter in the writ petitions preferred by the union of the employees as well as by respondent No.10. This Court

has only to adjudicate upon the compliance with the directions passed by this Court. As per the reply filed by respondent No.10, the take home salary being paid to each of the employees is ₹12,908/- per month after making deductions. The chart depicting the amount mentioned in the additional affidavit filed by respondent No.10, is reproduced hereunder:-

Component	Amount (P.M)	
Part A		
Basic	4,710	
HRA	2,355	
Conveyance	800	
Attendance Allowance	200	
Interim Relief	2,568	
Shift Spread Over Allowance	2,275	
Gross	12,908	
Part B		Percentage of the component from Gross reflected in payslip
EPF	1,372	=(12908-HRA)=10355*13% Employer Contribution=1372 Employee Contribution of Rupees 1266 deducted & it reflects in payslip.
ESI	420	=(12908*3.25%)=420-Employer Contribution Employee Contribution of Rupees 97 is deducted every month & it reflects in Payslip.

Gratuity	227	4.8% on basic
GPAP	15	Accidental Insurance
GTLI	58	Life Insurance
Salary Per Month	15,000	

13. A perusal of the chart clearly reveals that the total salary per month comes to ₹15,000/-, however the gross salary paid to the employee is ₹12,908/-.

14. Learned counsel representing the petitioner vehemently argued that since this Court had given direction to enhance the take home salary of each employee to the tune of ₹15,000/- per month, w.e.f. 20.01.2020, respondent No.10 was under obligation to pay the amount of ₹15,000/- per month as take home salary and not to deduct any amount.

15. On the other hand, the learned senior counsel representing respondent No.10 argued that the cost to company is actually the total amount being paid by it which is ₹15000/- per month. However, if the order under execution is perused, this Court had given direction to respondent No.10-Company to enhance the take home salary of each employee to the tune of ₹15000/- per

month w.e.f. 20.01.2020, till the dispute is resolved by the appropriate authority. The take home salary would be the actual spendable cash an employee receives each month after deductions like provident fund, professional tax, and income tax etc. Thus, the plea taken by the learned senior counsel for the Company that cost incurred by the Company is ₹15000/- per month cannot be said to have complied with the directions sought to be executed.

16. No doubt, the amount which is statutorily deducted towards EPF, ESI and Gratuity will ultimately be received by an employee, except an amount of ₹15/- and ₹58/- deducted towards accidental insurance and life insurance, but it is the statutorily obligation on the part of respondent No.10-Company to pay this amount and it cannot be construed that this amount shall also be included in the take home salary. Take home salary would be the actual amount credited in the account of an employee after a month after all taxes and statutory deductions are subtracted from his/her gross earnings.

17. Learned counsel for the petitioner argued that since respondent No.10-Company was running the affairs

till 15.01.2022, the Company is liable to pay the amount till that date. However, the said contention cannot be accepted in view of the specific direction given by this Court, while disposing of the writ petition on 08.01.2020 that the enhanced salary be paid to the employees by respondent No.10-Company till the dispute is resolved by the appropriate authority. Once the appropriate authority has now decided the matter on 30.01.2021, respondent No.10-Company was liable to pay the amount of ₹15,000/- per month from 20.01.2020 till 30.01.2021. It is not in dispute that respondent No.10 as well as the Union of the employees have preferred the writ petitions before this Court and the petitioner shall be entitled to the amount as per the order to be passed by this Court in the writ petitions. This Court has only to see the compliance with the order under execution till 30.01.2021, when the order was passed by the competent authority as directed by this Court. So far as the liability of respondent No.12 is concerned, that is not the subject matter of the present execution petition for the reason that this Court is only confining to adjudicate the dispute, which was between

respondent No.10-Company and its employees till 30.01.2021.

18. Learned counsel for respondent No.10-Company vehemently argued that since the definition of take home salary has not been defined, respondent No.10-Company as per its understanding and the import of the order passed by this Court, which is sought to be executed has rightly made the deductions and the total cost to company per employee comes to ₹15000/-. No doubt, the definition of take home salary has not been given, but once this Court had given the specific direction to respondent No.10-Company to enhance the take home salary of each employee to the tune of ₹15000/- per month, the statutory deductions made by respondent No.10-Company cannot be included in the take home salary, as the said order does not give respondent No.10 the said liberty, nor any application was filed for making the said deductions or any clarification was sought.

19. Consequently, the present execution petition is allowed and it is held that respondent No.10-Company shall pay take home salary of ₹15000/- per month to each

of the employee with effect from 20.01.2020 till 30.01.2021 within two months from today. So far as the amount which has been paid by respondent No.10-Company to its employees up to 15th January, 2022 is concerned, which is for an excessive period as their liability was only till the date of decision i.e. 30.01.2021 would be adjusted as per the order to be passed by this Court in the writ petitions preferred by respondent No.10-Company and its employees. No order as to costs. Pending applications, if any, also stand disposed of.

(G.S. Sandhawalia)
Chief Justice

(Jiya Lal Bhardwaj)
Judge

11th September, 2026
(Anurag)