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**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD**

WRIT PETITION NO. 699 OF 2014

Haribhau s/o Rangnath Taware,
Age : 52 years, Occ : Nil,
R/o Bashir Ganj, Beed,
District Beed.

...PETITIONER

-VERSUS-

1 The State of Maharashtra.
Through the Secretary to the
Forest Department,
Mantralaya, Mumbai-400032.

2 The Deputy Director,
Social Forestry Division,
Beed, District Beed.

...RESPONDENTS

...

Advocate for Petitioner : Shri Devakate Anant R.

AGP for Respondent Nos.1 and 2 : Shri P.G.Borade.

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CORAM: RAVINDRA V. GHUGE, J.

DATE :- 02nd December, 2015

Oral Judgment :

1 Rule. Rule made returnable forthwith and heard finally by the
consent of the parties.

2 The contention of the Petitioner is that the impugned judgment and award of the Industrial Court dated 21.02.2013 by which certain conclusions arrived at by the Labour Court have been upset though the final order in favour of the Petitioner has been sustained.

3 I have heard Shri Devakate, learned Advocate for the Petitioner, for quite sometime and the learned AGP on behalf of the Respondents.

4 It is undisputed that the Petitioner herein was at Sr.No.4 in Annexure A/B to Complaint (ULP) No.22/1993 before the Labour Court. He had claimed to have worked from 01.04.1988 till 24.03.1990, which is a period of about 23 months. It is also not disputed that he had completed 240 days in a continuous service with the Respondents.

5 The record reveals that a common complaint was filed by the Union listing out beneficiaries to the complaint in Annexure A/B. The Labour Court concluded that some of the complainants had completed 240 days in a continuous service and two of them have not completed such service. The order of termination was before the Labour Court. It concluded that the notice of termination was issued to the Petitioner herein. However, it concluded that Section 25F of the Industrial Disputes

Act, 1947 was not complied with as one month's notice was not given to all the workers mentioned in Annexure A/B.

6 Shri Devakate points out that the Petitioner individually is before this Court. However, he was part of Revision (ULP) No.55/2008. He strenuously criticized the judgment of the Industrial Court dated 21.02.2013 wherein certain observations of the Labour Court as regards violation of Section 25F have been upset by the Industrial Court, though upholding the operative part of the order of the Labour Court by which the Respondent is directed to give work to the Petitioner as and when it is available by reinstating him.

7 Shri Devakate orally submits that the “Rokad Book” (Cash Book) does not indicate that one month's notice pay and retrenchment compensation was paid to the Petitioner. He concedes that a specific ground has not been raised in this petition to the effect that the cash book does not indicate the payment of one month's notice pay and retrenchment compensation to the Petitioner.

8 I have considered the submissions of Shri Devakate in the light of the grounds set out in the memo of the petition. In this backdrop, I have considered the conclusions drawn by the Industrial Court.

9 The Industrial Court has specifically concluded in paragraph 8 that a copy of the cash book was produced on record by the Management and barring two employees, which does not include the Petitioner, all other employees were given one month's pay and retrenchment compensation while terminating their services. Similar conclusion has been drawn in paragraph 11 of the impugned judgment.

10 I do not find from the memo of the petition any such contention or ground either specifically raised or by way of averment to contend that the conclusion of the Industrial Court that the cash book indicates payment of one month's wages and retrenchment compensation to the Petitioner, is an incorrect conclusion as the record does not support this conclusion.

11 In the light of the above, I do not find that the impugned judgment of the Industrial Court could be termed as being perverse or erroneous only because the Petitioner orally submits that no such compensation is paid. There is sanctity to the conclusion of the Industrial Court as in paragraph 8 which is based upon the cash book which is a part of the record and proceedings and on the basis of which, the Industrial Court has concluded that barring two employees, who had not completed

240 days in continuous service, one month's pay and retrenchment compensation was paid to others. The oral contention of the Petitioner cannot overbear the conclusion drawn by the Industrial Court on the basis of the record.

12 The Labour Court in its final conclusion has directed the reinstatement of the Petitioner and work to be provided to him. This conclusion is sustained by the Industrial Court. Neither the judgment of the Labour Court dated 16.01.2007, nor the judgment of the Industrial Court dated 21.02.2013 has been challenged by the Respondent/Establishment.

13 In the light of the above and in view of the interest of the Petitioner having been taken care of by the Labour Court as well as the Industrial Court, I do not find that the impugned judgment could be termed as being perverse or erroneous.

14 The petition being devoid of merit is, therefore, dismissed.

15 Rule is discharged.

(RAVINDRA V. GHUGE, J.)