

IN THE HIGH COURT OF BOMBAY AT GOA**MISC. CIVIL APPLICATION NO.643 OF 2014****IN****WRIT PETITION NO.40 OF 2004****MR. RUI A. E. FERREIRA****.... APPLICANT****V/S****THE GOA URBAN CO-OP. BANK LTD.****...RESPONDENT**

Shri Ryan Menezes, Advocate for the Applicant.

Shri G.K. Sardesai, Advocate for the Respondent.

CORAM : C.V. BHADANG, J.**DATE : 28/10/2015****P.C.:**

This application is filed by the respondent in Writ Petition No.40/2004, which has been disposed of by this Court on 21/07/2014. Indisputably, the judgment and order passed by this Court on 21/07/2014 is subject matter of challenge before the Hon'ble Supreme Court in Special Leave to Appeal (Civil) No.26748/2014 in which by an order dated 25/09/2014 the Hon'ble Supreme Court has granted stay of the judgment and order dated 21/07/2014 passed by this Court.

2. It appears that the Industrial Court had directed the reinstatement of the applicant with full back wages as per the award dated 30/08/2003. This Court by judgment and order dated 21/07/2014 in Writ Petition No.40/2004 had modified the award by limiting the back wages to 75%.

Be that as it may, in the present application, the applicant has made the following prayers:

a) That stay of Judgment dated 21st July 2014 and extension of stay granted on 26/08/2014, subject to the condition of complying with the provisions of Section 17-B of the said Act, be vacated for non compliance.

b) The Petitioner Bank be directed to pay to the Respondent No.1 the correct amount of Rs.3,84,736.34 in terms of Annexure 'A' annexed hereto and continue to pay the sum of Rs.18,928.49 as correct monthly wages under Section 17-B of the said Act.

c) The Petitioner Bank be further directed to pay to the Respondent No.1 a sum of Rs.75,713.96 under Section 17-B of the said Act for the months of September, October, November and December, 2003.

3. It is not disputed by the learned Counsel for the applicant that in view of the stay granted by the Hon'ble Supreme Court, the prayer clause (a) would not survive. In so far as prayer clauses (b) and (c) are concerned, it is submitted that the Management/Bank had revised the pay scales in January 2001 with retrospective effect from 1/01/1999 whereby the salary of the applicant would have been revised from Rs.15,899.07 to Rs.18,929.49 per month. The submission is that the respondent/Bank is liable to pay difference between the amount actually payable and the one deposited in compliance with provisions of Section 17-B of the Industrial Disputes Act.

4. On hearing the learned Counsel for the parties and perusal of the record, it appears that this Court vide order dated 25/03/2004 while issuing rule in Writ Petition No.40/2004 had directed the respondent/Bank (petitioner in Writ Petition No.40/2004) to pay wages to the applicant in accordance with Section 17-B of the Industrial Disputes Act. The petition is disposed of more than 10 years thereafter. Although it is submitted that some affidavits were filed pointing out difference of pay to which the applicant is entitled on account of revision of pay, no formal orders were sought from this Court, during pendency of the Writ Petition. It further needs to be mentioned that the main dispute about reinstatement and back wages is pending before the Hon'ble Supreme Court and thus in the facts and circumstances and considering that the Writ Petition No.40/2004 is disposed of, I do not find that the prayers at clauses (b) and (c) can be entertained at this stage. In such circumstances, the application is dismissed. Order accordingly.

C.V. BHADANG, J.

NH/-