

JPP

***IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION***

***NOTICE OF MOTION NO. 205 OF 2015
IN
WRIT PETITION NO. 1457 OF 2011***

Mr. Rohit Agarwal. ... Applicant-in-person

In the matter of

M/s. International Gemological Institute
India Pvt. Ltd. ... Petitioner.

V/s.

Mr. Rohit Agarwal. ... Respondent.

Mr. Rohit Agarwal, Applicant/Orig. Respondent in-person.
Mr. Kiran Bapat a/w. Rahul Hingmire i/b. Hariani and Co. for the
Orig. Petitioner.

CORAM : N.M. JAMDAR, J.

DATE : 28 SEPTEMBER, 2015.

P.C. :-

Prima-facie, I was inclined to consider the prayer of the Applicant for withdrawal of the part of the back wages which are now remained deposited, subject to the assessment by the Registry as to whether the security of the flat furnished by the Applicant for withdrawal of his earlier amount is sufficient to cover the present withdrawal. However, the Applicant-in-person insisted upon

proceeding with the other prayers in the Notice of Motion on the ground that the Labour Court could not render a finding upon directions of this Court because the Original Petitioner produced fraudulent record. The learned Counsel for the Original Petitioner submitted that this finding is incorrect and it is being contested. The Applicant-in-person thereupon stated that he would prefer to proceed with the contempt proceedings filed by him rather than availing the prayer clause (a) in this Notice of Motion. He submitted that he will renew the prayer clause after the decision in the Contempt proceedings. The Applicant-in-person states that he has already moved the Labour Court for taking steps as regard the contempt proceedings in the year 2012. He submitted that appropriate directions be given to the Labour Court to expedite the proceedings. It will be open to the Applicant to make appropriate request to the Labour Court for taking steps in the contempt proceedings early.

2. The Notice of Motion is accordingly disposed off with a liberty to the Applicant to present the same for consideration of prayer clause (a) of the Notice of Motion after the disposal of the Contempt proceedings, which would be considered on its own merits.

(N.M. JAMDAR, J.)

C E R T I F I C A T E

Certified to be true and correct copy
of the original signed Order.