

IN THE HIGH COURT OF JUDICATURE AT BOMBAY,
NAGPUR BENCH, AT NAGPUR.

WRIT PETITION NO.5930 OF 2014

(Chief Executive Officer, Zilla Parishad, Gondia and another ..vs.. Manish s/o Durgaprasad Bisen and others)

Office Notes, Office Memoranda of Coram,
appearances, Court's orders of directions
and Registrar's orders

Court's or Judge's orders

CORAM : Z.A. HAQ, J.

DATED : 27-10-2015

Heard Shri A.V. Kapgate, learned Advocate for the petitioners, Shri O.D. Kakade, learned Advocate holding for Shri H.S. Rahangdale, Advocate for the respondent No.1 and Shri S.M. Bhagde, learned Assistant Government Pleader for the respondent No.2.

None appears for the respondent No.3.

2. The petitioners have challenged the award passed in Maha-Lok-Adalat on 12-04-2014 recording the compromise between the respondent No.1-employee and the petitioner-employer.

3. The contention of the petitioners is that the Complaint ULPA No.52/2013 was placed before the Maha-Lok-Adalat on 12-04-2014. According to the petitioners, several other matters were also placed before the Maha-Lok-Adalat on that date. According to the petitioners, the petitioner No.2-District Health Officer was busy with the inspection of Health Department of

Zilla Parishad, Gondia, by the Additional Director of Health, Pune on 12-04-2014 and because of his preoccupation, he was not in a position to attend the Maha-Lok-Adalat on 12-04-2014. According to the petitioners, the Advocate representing the petitioners before the Labour Court asked the petitioner No.2-District Health Officer to spare few minutes so that the matters which were kept before the Maha-Lok-Adalat and were settled, could be disposed. According to the petitioners, the petitioner No.2-District Health Officer acceded to the request of the Advocate and attended the Maha-Lok-Adalat where he was asked to sign on several papers and relying on the Advocate who represented the petitioners, he signed those papers. The petitioners have pleaded that subsequently it was noticed that the petitioners never intended to settle the matter of the respondent No.1. According to the petitioners, they have settled the matters of the employees who were entitled, according to them, for the claim made by the employees and the case of the respondent No.1 did not fit in the criteria and therefore, his claim was not to be settled amicably. The petitioners submitted that the petitioner no.2 has signed the terms of compromise without verifying, in view of the situation prevailing at that time. The petitioners have filed the affidavit sworn by Shri C.K. Bade, Advocate who represented the petitioners before the Labour Court in which the contentions of the petitioners are reiterated.

The respondent No.1 has filed an affidavit sworn on 27-10-2015, countering the contentions of the petitioner and Shri C.K. Bade, Advocate.

4. The petitioners are highly qualified and understand the niceties of legal proceedings. Apart from this, the petitioners were represented by their Advocate before the Labour Court. The terms of compromise are signed by the Advocate who represented the petitioners and by the petitioner No.2. It is difficult to accept that the Advocate who represented the petitioners before the Labour Court, signed the terms of compromise without verifying the relevant aspects. In these facts, it is difficult to accept the contentions of the petitioners.

5. The petitioners and the respondent No.1 have made allegations against each other. Similarly, the Advocate who represented the petitioners has made allegations against the Advocate who represented the respondent No.1 before the Labour Court. The respondent No.1 has made allegations in the affidavit sworn by him on 27-10-2015 against the Advocate representing the petitioners before the Labour Court.

6. Be that as it may, the submission made on behalf of the petitioners that there is bonafide mistake on the part of the petitioner No.2 in signing the terms of compromise, cannot be discarded. I am conscious that

the award passed by the Lok Adalat is final and binding on the parties as per the provisions of Section 21(2) of the Legal Services Authorities Act, 1987. However, considering the facts of the present case, in my view, interference is necessitated by this Court under the extraordinary writ jurisdiction. Without going into the controversy and the allegations made by the parties against each other, in my view, the following order would sub-serve the ends of justice :

- (i) The impugned award is quashed.
- (ii) The matter is remitted to the Labour Court, Gondia for deciding the complaint filed by the respondent No.1 on merits. However, this order is passed on condition that the Zilla Parishad, Gondia shall deposit an amount of Rs.25,000/- before the Labour Court, Gondia, till 30-11-2015. On deposit of the amount, it shall be given to the respondent No.1.

If the amount is not deposited till 30-11-2015, this order shall stand recalled and the award passed by the Labour Court on 12-04-2014 shall stand restored.

If the amount as directed above is deposited by the Zilla Parishad, Gondia till 30-11-2015, the Labour Court shall proceed with the matter and decide the complaint filed by the respondent No.1 on merits.

(iii) It is informed that the application filed by the respondent No.1 praying for interim order is required to be decided by the Labour Court. The Labour Court shall decide the application till 15-01-2016.

(iv) The petitioners and the respondent No.1 shall appear before the Labour Court, Gondia on 01-12-2015 at 11-00 a.m. and abide by the further orders in the matter. The respondent No.1 shall serve the notice of the complaint on the respondent No.3-Dr. Meshram Madam, Medical Officer, Primary Health Center, Mundikota, Tahsil and District Gondia, under the orders of the Labour Court.

The petition is allowed in the above terms.

JUDGE

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