

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

WRIT PETITION NO. 779 of 2015

Mohammad Haquiquallah s/o Ehsanullah,
aged about 46 years, Occ. Unemployed,
R/o. Nai Basti, Near Porwal College,
Kamptee, Distt. Nagpur. ,

PETITIONER

...VERSUS...

The Maharashtra State Handloom Corporation
Limited, "MSHC Complex", Umred Road,
Nagpur, through its Managing Director.

RESPONDENT

Shri S.K.Tambde, counsel for Petitioner
Smt. Bharti Dangre, counsel for Respondent

CORAM: R. K. DESHPANDE, J.

DATE : 20th APRIL, 2015 .

ORAL JUDGMENT

Rule made returnable forthwith.

Heard the matter finally by consent of the
learned counsels appearing for the parties.

2] The undisputed factual position is that the
controversy involved in the petition is covered by the

common judgment and order dated 25th February, 2014 passed by this Court in Writ Petition No. 2209 of 2001 along with other connected matters. As a result thereof, the order of retrenchment of the petitioner passed on 25.06.1991 is required to be set aside and the complainant is required to be directed to be notionally reinstated with continuity in service with effect from 25.06.1991 till the date on which he attains the age of superannuation. There is no objection from the respondent Corporation for such relief if granted to the petitioner.

3] This court had in the said judgment held that the complainants were entitled to compensation of ₹. 1 lakh each along with the simple interest at the rate of 6% per annum from the date of retrenchment i.e. 25.06.1991 till the actual date of payment of compensation within a period of three months from the date of the judgment.

4] The matter had gone before the Apex Court in Civil Appeal No. 524 of 2015. The Apex Court has maintained the decision of this Court to the extent of setting aside retrenchment and directing notional reinstatement with

continuity. However, the compensation of ₹.1 lakh to which the complainants were held entitled to was, enhanced to ₹.2 lakhs along with the rate of interest which was also enhanced from 6% to 9% per annum from the date of retrenchment i.e. from 25.06.1991. The Apex Court has held in the order dated 16th January, 2015, that such benefit shall be extended to all the similarly placed workmen/ persons who had been retrenched by the respondent Corporation, if they have not challenged either the order of termination/orders, if any, passed by the High Court against the awards of the Industrial Court if the amount as modified in favour of the appellant is acceptable for them. The petitioner in this case is, therefore, covered by this decision of the Apex Court and would, therefore, be entitled to compensation of ₹. 2 lakhs along with 9% interest as has been directed by the Apex Court.

5] It is also not disputed by the respondent Corporation that if the decision of the Apex Court is to be made available to the petitioner, he would also be entitled to other consequential benefits like provident fund dues, gratuity etc., in accordance with law and the same shall not be affected by the amount of compensation and interest

awarded by this Court.

6] In view of above, this writ petition is allowed by setting aside the judgment and order dated 31st July, 2007, passed by the Labour Court in Complaint (ULPA) No. 592 of 1991 and also the judgment and order dated 2nd August, 2014, passed by the Industrial Court in Revision (ULP) No. 19 of 2008.

The Complaint (ULPA) No. 592 of 1991 is allowed by setting aside the order of retrenchment dated 25.06.1991 passed by the respondent Corporation and directing the complainant to be notionally reinstated with continuity in service with effect from 25.06.1991 till he attains the age of superannuation.

The complainant is held entitled to compensation of ₹.2 lakhs with simple interest at the rate of 9% per annum from the date of retrenchment i.e. 25.06.1991 till the actual date of payment of compensation, within a period of three months from today.

If the complainant is entitled to the other consequential benefits like provident fund dues, gratuity etc., in accordance with law, the same shall not be affected by the

amount of compensation and interest awarded by this Court.

There shall be no order as to cost.

JUDGE

Rvjalit