

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT:

THE HONOURABLE MR.JUSTICE K.SURENDRA MOHAN

FRIDAY, THE 20TH DAY OF MARCH 2015/29TH PHALGUNA, 1936

WP(C).No. 235 of 2006 (C)

AGAINST THE ORDER/JUDGMENT IN CP 18/2002 of LABOUR COURT, KANNUR
DATED 13.07.2005

PETITIONERS:

1. THE DISTRICT TRANSPORT OFFICER,
K.S.R.T.C., KANNUR.

2. THE MANAGING DIRECTOR,
KERALA STATE ROAD TRANSPORT CORPORATION
TRANSPORT BHAVAN, FORT, THIRUVANANTHAPURAM.

BY ADVS.SRI.SAJEEVKUMAR K.GOPAL, SC, KSRTC
SRI.BABU JOSEPH KURUVATHAZHA,SC,KSRTC
SRI.JOY GEORGE, SC, K.S.R.T.C.

RESPONDENT(S) :

1. K. AHAMMED, S/O. MOOSAN,
KALLINKEERAKATH HOUSE, NADUVIL P.O.-670 582.

2. THE LABOUR COURT, KANNUR.

BY GOVERNMENT PLEADER SRI E.M. ABDUL KHADIR

THIS WRIT PETITION (CIVIL) HAVING BEEN FINALLY HEARD ON
20-03-2015, THE COURT ON THE SAME DAY DELIVERED THE FOLLOWING:

kkj

WP(C).No. 235 of 2006 (C)

PETITIONERS' EXHIBITS

- EXT.P1: TRUE COPY OF THE CLAIM PETITION SUBMITTED BY THE 1ST
RESPONDENT HEREIN BEFORE THE LABOUR COURT, KANNUR DTD
2.11.2002
- EXT.P2: TRUE COPY OF THE COMMUNICATION NO.TR2-3311/02/KNR DTD
18.12.2002 FROM THE DISTRICT TRANSPORT OFFICER KANNUR TO
SRI PT JOY ADVOCATE MATTANNUR
- EXT.P3: TRUE COPY OF THE COUNTER STATEMENT FILED BY THE
PETITIONERS HERERIN BEFORE THE LABOUR COURT, KANNUR IN
C.P.NO.18/02 DATED 08.06.2004
- EXT.P4: TRUE COPY OF THE REJOINDER SUBMITTED BY THE 1ST
RESPONDENT HEREIN BEFORE THE LABOUR COURT, KANNUR IN
C.P.NO.18/2002 DTD 12.08.2004
- EXT.P5: TRUE COPY OF THE ORDER DATED 13.07.2005 IN CLAIM PETITION
NO.18/2002 OF THE LABOUR COURT, KANNUR
- EXT.P6: TRUE COPY OF THE SHOW CAUSE NOTICE NO.G3/3627/05 DTD
7.12.2005 ISSUED BY THE DISTRICT LABOUR OFFICER, KANNUR.

RESPONDENTS' EXHIBITS

NIL

// TRUE COPY //

PA TO JUDGE

K.SURENDRA MOHAN, J.

W.P.(C) No.235 of 2006-

Dated this the 20th day of March, 2015

J U D G M E N T

The petitioners have filed this writ petition challenging Exhibit P5 order of the Labour Court, Kannur in claim petition No.18 of 2002. The first respondent had preferred claim petition under Section 33 C(2) of the Industrial Disputes Act, 1947 (hereinafter referred to as 'the Act' for short).

2. According to the first respondent, he was employed under the petitioners from 14.10.1997 to 15.06.2002 as a Work Assistant. He was recruited through the Employment Exchange. He was paid monthly wages at the rate of ₹2405/-. While so, a settlement was arrived at between the management of the KSRTC and its units on 13.04.1999. As per the said settlement, the wages of the workers have been enhanced with effect from 01.03.1997. Therefore, according to the first respondent, he was entitled

to be paid enhanced wages from 14.10.1997. The total amount claimed by him was ₹25,504/-.

3. The petitioners contested the claim of the first respondent. According to the petitioners, the first respondent was only a temporary Work Assistant on daily wages. He was recruited through the Employment Exchange on 14.10.1997. He was terminated on completion of 179 days of duty. He was finally terminated on 15.06.2002. It was admitted that, a settlement had been arrived at between the KSRTC and its unions on 13.04.1999 as per the terms of which, the wages of the employees were enhanced. However, it was contended that the enhancement in wages was given only notional effect from 01.3.1997. Monetary benefits were payable only from 01.11.1999 onwards. For the above reasons, it was contended that the first respondent was not entitled to any enhancement in wages as claimed.

4. The first respondent disputed the contention of

the petitioners that only notional effect was given to settlement from 01.03.1997. According to him, the settlement does not stipulate any such notional effect.

5. The petitioner was examined as PW1. Exhibit P1 was marked on his side. No evidence either oral or documentary was adduced by the petitioner. Exhibit P1 is a copy of the Memorandum of Settlement dated 13.04.1999.

6. The claim petition of the first respondent was considered by the Labour Court in the light of the evidence adduced. It has been found that, the first respondent was entitled to the enhancement in wages that was claimed. Therefore, the petitioners were directed to pay an amount of ₹25,504/- to the first respondent within a period of three months, failing which, the amount was to carry 6% interest. This writ petition is filed challenging the said order. According to the counsel for the petitioner, though a Memorandum of Settlement was entered into on 13.04.1999, the enhancement in wages was given effect

only on 01.11.1999 onwards. Only notional effect was given from 01.03.1997. No payment on the basis of the said notional effect was contemplated by Exhibit P11. Therefore, it is contended that the order Exhibit P5 is liable to be set aside.

7. The Labour Court has gone through Exhibit P1 Memorandum of Settlement. The Labour Court has found in Clause 10 of Exhibit P1 specifically states that the revised scale of pay would be effective from 01.03.1997. It has been noticed by the Labour Court that, as per the said clause, all clauses in the agreement except those clauses revising the Scale of Pay, Dearness Allowance and House Rent Allowance would have the effect from 01.02.1999. Therefore, the clauses revising the scale of pay, DA and HRA would take effect from 01.03.1997. In view of the above provision, it has been held that the first respondent was entitled to revised wages in accordance with the said statement. Nothing has been brought to my notice to justify

a conclusion that, the above interpretation placed by the Labour Court on Clause 10 of the Memorandum of Settlement is wrong. It is worth noticing that the petitioners had not adduced any evidence either documentary or oral before the Labour Court. Nor have they placed any additional evidence or material before this Court in these proceedings.

In the above circumstances, I find no grounds to interfere with Exhibits P5 or to grant any of the reliefs sought for in the writ petition. The writ petition fails and is accordingly dismissed.

Sd/-
K.SURENDRA MOHAN,
JUDGE

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