

**IN THE HIGH COURT OF PUNJAB & HARYANA  
AT CHANDIGARH**

**CWP No.17535 of 2012 (O&M)  
Date of decision: 19.05.2015**

Maruti Suzuki India

... Petitioner

Vs.

Kaushalya and others

... Respondents

**CORAM: HON'BLE MR. JUSTICE AMIT RAWAL**

1. Whether reporters of local newspapers may be allowed to see judgment?
2. To be referred to reporters or not?
3. Whether the judgment should be reported in the Digest?

Present:- Mr. Harsh Aggarwal, Advocate  
for the petitioner.

Mr. Pankaj Jain, Advocate  
for respondents No.1 to 5.

**AMIT RAWAL J. (Oral)**

Challenge in the present writ petition is to the Award dated 27.02.2009 (Annexure P-1) and order dated 02.09.2011 (Annexure P-11) passed by the Presiding Officer, Industrial Tribunal-cum-Labour Court, Gurgaon, whereby, application filed on behalf of legal heirs of the workman-Ram Kishan (since deceased) for making correction in the Award dated 27.02.2009, was allowed by holding that workman was drawing the last drawn salary of ₹10,000/- per month.

Mr. Harsh Aggarwal, learned counsel for the petitioner submits that the order dated 27.02.2009 (Annexure P-1) and order

dated 02.09.2011 (Annexure P-11) suffers from illegality and perversity as no reasons, much less, cogent reasons have been given in the impugned orders. There was no evidence on record to show that the workman was drawing a sum of ₹10,000/- as salary, in essence, last drawn wages.

In support of his contention, he referred to the termination order dated 31.10.1995, Annexure P-2. The same reads thus:-

*“Shri Ram Kishan,  
Staff No.115240,  
S/o Sh. Munshi Ram,  
VPO Sarhaul,  
Distt. Gurgaon (Haryana).*

*Please note that your services are hereby terminated with immediate effect on payment of three month's salary in lieu of three month's notice in terms of Clause 25.1.1 of the Certified Standing Orders read with Clause 11 of your appointment letter dated 09.08.84 applicable to you.*

*Even though your termination of service in accordance with Clause No.25 of the Certified Standing Orders which constitutes contract between the parties does not amount to retrenchment the management is also paying to you 15 day's wages for each completed year of service as service/retrenchment compensation.*

*Enclosed please find your Cheque No.226918 dated 30.10.95 for Rs.32,714/- (Rupees Thirty Two Thousand Seven Hundred & Fourteen only) drawn in your favour at*

*State Bank of Travancore, Gurgaon as per details given below:-*

|              |                                               |                    |
|--------------|-----------------------------------------------|--------------------|
| 01           | <i>Subsistence Allowance for the month of</i> |                    |
|              | <i>Oct., 1995</i>                             | <i>Rs.2364.00</i>  |
| 02           | <i>Leave Encashment</i>                       | <i>Rs.173.00</i>   |
| 03           | <i>Gratuity</i>                               | <i>Rs.11991.00</i> |
| 04           | <i>Retrenchment Compensation</i>              | <i>Rs.10392.00</i> |
| 05           | <i>Three months notice pay in lieu</i>        |                    |
|              | <i>of three months notice period</i>          | <i>Rs.7794.00</i>  |
|              |                                               | <hr/>              |
| <i>Total</i> |                                               | <i>Rs.32714.00</i> |
|              |                                               | <hr/>              |

*This issues with the approval of the Competent Authority.*

*(S.S.Gupta)*  
*SR.MANAGER (S&D)*

*Encl: a/a"*

Mr. Pankaj Jain, learned counsel appearing on behalf of the LR's of the workman, who has died after passing of the Award submits that the Management in compliance of the directions contained in the Award dated 27.02.2009 (Annexure P-1) has paid the last drawn wages to the workman along with other benefits vide letter dated 29.10.2012. The same is taken on record and is marked as Mark 'X'. A copy thereof has been supplied to the learned counsel for the petitioner. Registry is directed to tag the aforesaid letter at the end of the paper book.

From the perusal of the termination order dated 31.10.1995, Annexure P-2, it is evident that three months notice pay in lieu of three months notice period amounting to Rs.7794/- had been paid , thus, it cannot be presumed, much less, remotely thought that workman was drawing a sum of ₹10,000/- as salary. There is no evidence on record to show that workman was drawing salary amounting to ₹10,000/-. The Labour Court, only on the basis of averment made in the affidavit Ex.P-1, made the correction in the Award dated 27.02.2009. In view of what has been observed above, the order dated 02.09.2011 is not sustainable in the eyes of law. Accordingly since award dated 27.02.2009 (Annexure P-1) has been complied, the same upheld but order dated 02.09.2011 (Annexure P-11) causing modification is quashed and the writ petition stands disposed of.

**(AMIT RAWAL)**  
**JUDGE**

**May 19, 2015**  
savita