

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
CONTEMPT PETITION NO.140 OF 2016
IN
WRIT PETITION NO. 3431 OF 2010**

Bhartiya Kamgar Karmachari Mahasangh

..Petitioner

Vs.

Jet Airways India Limited

..Respondent

Mr. H.A.Shivdasani for the Petitioner

Mr. Janak Dwarkadas Senior Advocate a/w Mr. Astad Rankeria a/w Ms Sheetal Sabnis and Ms I. Sen i/b Gagrats for the Respondent

CORAM : R. M. SAVANT, J.

DATE : 31st AUGUST, 2016

P.C.

1 In the above Contempt Petition, the contempt alleged is of the order dated 21-3-2012 and the gravamen of the allegation is that the Petitioner has not been paid wages from April 2012 to April 2014 as per the mandate of the said order dated 21-3-2012. In so far as the said order is concerned, clause (iii) thereof is relevant, which is reproduced herein under for ready reference :

“(iii) On 1st April 2012 the Respondent shall report for duty to the contractor M/s. Steader International having its address at 32, Geeta Arcade, Sheetal Nagar, Opp St. Joseph Church, Mira Road, (East) Thane. The said contractor shall engage the Respondent on duty and pay him wages, during the pendency of the Writ Petition, on the terms which are mentioned in paragraph 4 of the affidavit of one Mr. Surendra Dattaram Kripal dated 20th March 2012.”

2 Hence in terms of the said clause (3) the Respondent was to report for duty with the contractor M/s. Steadar International and the said contractor was to engage the Petitioner herein i.e. the Respondent in the LPA and pay him wages during the pendency of the Writ Petition. It seems that the proprietor of M/s. Steadar International has expired and therefore the said firm has closed down.

3 On behalf of the Respondent herein an affidavit in reply has been filed to which is annexed the letter dated 20-4-2016 of the Respondent to Shri Sunil Sonu Satale who is the workman concerned. The said letter is in response to the letter of the Union which is dated 30-7-2014 and the other letters addressed to the Respondent. In the context of the above Contempt Petition paragraph (3) of the said letter assumes importance and is therefore reproduced herein under:

(3) In the aforesaid circumstances and having regard to the terms contained in the aforesaid Order dated 21st March, 2012 the company's proposal to you (which the Company believes is in compliance with the aforesaid order) is as under:

- a. The Company is willing to pay to you, your last drawn wages (as paid by M/s. Steader International) for the period from April 2014 till 30th April 2016;
- b. Arrange to have you employed by M/s. Royal Carpet Cleaners having its address at Shop

No.1-2-3, Anita Apartment, C.S.M Marg, Vakola Bridge, Santacruz (East), Mumbai 400 055, (being another Contractor engaged by the Company at the Mumbai Airport) on an from 1st May 2016. M/s. Royal Carpet Cleaners have confirmed to us that they will enter into an employment contract with you before 1st May 2016 and

c. Pay you an amount of Rs.25,000/- (Rupees Twenty Five Thousand) towards additional compensation in full and final satisfaction of any and all other claims which you may have against the Company, its directors and officers (within seven days of your acceptance of this proposal in its entirety).”

4 Hence the Respondent has made an offer to the Petitioner in respect of the payment of the last drawn wages from April 2014 till 30-4-2016 as also made an offer to see to it that the Petitioner is employed with one M/s. Royal Carpet Cleaners on and from 1-5-2016 which offer has been made after confirmation with the said M/s. Royal Carpet Cleaners. The Respondent also offers to pay an amount of Rs.25,000/- towards additional compensation in full and final satisfaction of any other claim which the Petitioner may have against the company.

5 During the course of the hearing of the above Contempt Petition, the Learned Senior Counsel Mr. Dwarkadas on instructions stated that in fact the Respondent is ready and willing to pay wages till date provided the Petitioner accepts the employment under M/s. Royal Carpet Cleaners and

joins services from tomorrow i.e. 1-9-2016, and would not make any further claims pending the Writ Petition.

6 The Learned Counsel Mr. Shivdasani on instructions states that the offer made by the Respondent vide clause (3) of the letter dated 20-4-2016 as also in court by the Learned Senior Counsel Mr. Dwarkadas, is acceptable to the Petitioner. The said offer is made by the Respondent without prejudice to its contention that no contempt has been committed by it. In view of the offer made by the Respondent as adverted to hereinabove, there is now no warrant to keep the above Contempt Petition pending. The Contempt Petition is accordingly disposed of.

[R.M.SAVANT, J]