

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLAE JURISDICTION**

**CIVIL APPLICATION NO.971 OF 2016
IN
WRIT PETITION NO.1982 OF 2011**

Zilla Parishad Satara

Through its Chief Executive Officer

And Another

... Applicants

Versus

Suresh Dagadu Ghadge

... Respondent

.....

Mr. Sidhesh Pilankar i/b Mr. Uday P. Warunjikar for the Applicants.

Mr. Mohan N. Dhamal for the Respondent.

.....

CORAM : S.C.GUPTE, J.

DATE : 9 AUGUST 2016.

P.C. :

. Heard learned Counsel for the parties.

2 The Civil Application is taken out by the Applicants (Original Petitioners) for being relieved from the responsibility of paying wages under Section 17-B of the Industrial Disputes Act, 1947, in terms of the order passed by a Division Bench of this Court in the Petition on 17 December 2013. The Division Bench was considering the Applicants' prayer for stay of execution and operation of the impugned award pending disposal of the Petition subject *inter alia* to an order in terms of Section 17-B requiring the Applicants to pay wages during the pendency of the Petition. It is the Applicants' case that they have duly paid full wages on the basis of the last drawn wages in terms of the Division Bench's order

dated 17 December 2013 to the Respondent upto the date of his superannuation. (It is an admitted position that the Respondent has superannuated with effect from 1 June 2015.) It is not in dispute that wages payable till 31 May 2015 in accordance with Section 17-B have been fully paid by the Applicants to the Respondent. Considering the fact that the Respondent has superannuated with effect from 1 June 2015, clearly no wages in accordance with Section 17-B are payable to the Respondent after that date.

3 Learned Counsel for the Respondent submits that Section 17-B does not indicate that wages payable thereunder are payable only till the date of superannuation. He submits that the Section, in terms, requires payment of full wages at the rate last drawn by the workman throughout during the pendency of the proceedings. He relies on the judgement of the Supreme Court in the case of **Dena Bank Vs. K.T. Patel**¹ in support of his contention.

4 Section 17-B was introduced in the Industrial Disputes Act, 1947 to relieve the concerned workman from the hardship caused by the delay in implementation of the award as a result of pendency of a challenge to the award before the High Courts or the Supreme Court, in any case where the Labour Court or Tribunal has directed his reinstatement. The objects and reasons for enacting the said provision were as follows :

“ When Labour Courts pass award of reinstatement, these are often contested by an employer in the Supreme Court of High Courts. It was felt that the

1 1998 I CLR 191

delay in the implementation of the award causes hardship to the workman concerned. It was, therefore, proposed to provide the payment of the wages last drawn by the workman concerned, under certain conditions, from the date of the award till the case is finally decided in the Supreme Court High courts."

5 As the Supreme Court has noted in **Dena Bank's** case (supra) the object underlying the enactment of the provision was to give relief to the workman in whose favour award of reinstatement has been passed and the award is challenged before the High Court or the Supreme Court. The delay caused in implementation of the award as a result of pendency of the proceedings would result into hardship inasmuch as the workman is denied the relief of reinstatement and payment of wages. The relief of payment of wages upon being reinstated in pursuance of the award, which is under challenge, would have been enjoyed by the concerned workman only upto the date of his superannuation and not thereafter. Now, if the idea is to relieve the workman from the hardship resulting from denial of such relief, there is no reason why the wages under Section 17-B should continue to be available to the workman beyond the date of his superannuation. If such benefit were to be given to the workman beyond the date of his superannuation, infact hardship would be caused to the employer inasmuch as his liability to pay wages shall continue only because of the pendency of the petition.

6 In the premises, the Respondent-workman's claim for payment of wages under Section 17B of the Industrial Disputes Act, 1947 beyond the date of his superannuation, cannot be accepted.

7 The Civil Application is, accordingly, allowed in terms of prayer clause-(a). No order as to costs.

8 Needless to add that the dues that may be payable to the Respondent-workman shall be in accordance with the final order that may be passed in the Petition.

(S.C.GUPTE, J.)