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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

% **Date of Decision: 17th November, 2016**

+ W.P.(C) 3298/2014 & CM No.6817/2014, 17828/2015 &
9767/2016

M/S. BREWERIES

FILTERS SYSTEM PVT LTD

..... Petitioner

Through: Mr. Sanjeev Agarwal and Mr.
Ekansh Agarwal, Advs.

versus

SUBHASH CHAND & ANR.

..... Respondents

Through: Mr. Arun K. Yadav, Adv. for
respondent No.1 with
respondent No.1 in person.

CORAM:

HON'BLE MR. JUSTICE J.R. MIDHA

JUDGMENT (ORAL)

1. The petitioner has challenged the award of the Labour Court whereby the respondent has been granted reinstatement with back wages.
2. Subhash Chand, who was working with the petitioner since 2005, was terminated on 21st January, 2006. According to the respondent, he was forced to sign papers and vouchers at the time of the termination. The workman sought reinstatement with back wages before the Labour Court.
3. The petitioner contested the workman's claim on the ground that the petitioner left the job on 14th January, 2006 and was paid the salary of Rs.4,648/- for 14 days of January, 2006 against a voucher

dated 14th January, 2006.

4. The learned Labour Court held the workman's termination to be illegal on the ground that the petitioner failed to prove the defence set up by them. The Court noted that the alleged settlement does not even mention the date and none of two witnesses in the settlement were examined by the petitioner. The petitioner also did not prove the voucher alleged to have been signed by the respondent. The same was not even confronted to the workman in the witness box.

5. Learned counsel for the petitioner urged at the time of hearing that the settlement and the voucher were signed by the workman. It is further submitted that the petitioner could not lead evidence before the Court below on account of the communication gap between the petitioner and its counsel. It is further submitted that the petitioner applied for setting aside of the *ex parte* award which was dismissed. It is further submitted that the workman was employed with another organisation after leaving the petitioner and his ESI account was also transferred to the other organisation during the pendency of the claim.

6. The workman, Subhash Chand expired after passing of the award and was survived by his widow, Chandra Lata who is respondent No.1 in this writ petition. In view of the death of the workman Subhash Chand, the relief of reinstatement has become infructuous.

7. Vide order dated 23rd May, 2014, the petitioner was directed to deposit the arrears of back wages in pursuance to which the petitioner has deposited Rs.3,75,000/- on 17th September, 2014 which is lying in fixed deposit.

8. This Court is of the view that there is no infirmity in the award of the Labour Court holding termination of Late Subhash Chand as illegal. However, reinstatement and back wages is not warranted and is, therefore, substituted with compensation of Rs.3,75,000/- deposited by the petitioner before this Court.

9. The petition is partially allowed to the extent that the respondent No.1 would be entitled to compensation of Rs.3,75,000/- deposited by the petitioner along with interest accrued thereon in lieu of reinstatement with back wages.

10. Respondent No.1, Chander Lata is present in Court and she submits that she has three daughters aged 22 years, 19 years and 14 years. The eldest daughter is pursuing B.A., whereas the other two daughters are studying in school. She further submits that all the three daughters are unmarried. Considering the financial status of respondent No.1, this Court is of the view that the amount deposited by the petitioner should be released to respondent No.1 in a phased manner.

11. The Registrar General of this Court is directed to disburse Rs.3,75,000/- along with interest accrued thereon to respondent No.1, Chander Lata by instructing UCO Bank, Delhi High Court Branch to release 10% of the amount to respondent No.1 by transferring the same to her savings bank account No.32715628641 with State Bank of India, Mundka Village and P.O. Mundka, New Delhi. The balance amount be kept in seven FDRs of equal amount for the period 6 months, 1 year, 2 years, 3 years, 4 years, 5 years and 6 years.

12. The monthly interest on the FDRs of respondent No.1 shall be

credited in her savings bank accounts.

13. At the time of maturity, the fixed deposit amount shall be credited in the individual savings bank account of respondent No.1.

14. All the original FDRs shall be retained by UCO Bank, Delhi High Court Branch. However, the photocopies of the same shall be provided to respondent No.1.

15. No cheque book or debit card be issued to the respondent No.1 without permission of this Court.

16. No loan or advance or pre-mature discharge shall be permitted without the permission of this Court.

17. UCO Bank, Delhi High Court Branch shall ensure that the savings bank account of respondent No.1 is individual account and not joint account.

18. All pending applications are disposed of.

19. Copy of this judgment be given *dasti* to learned counsels for the parties under signature of the Court Master.

J.R. MIDHA, J.

NOVEMBER 17, 2016
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