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IN THE HIGH COURT OF DELHI AT NEW DELHI

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W.P.(C) 3068/2015

DAYAL CHAND BATRA

..... Petitioner

Through: Mr. Vaibhav Verma, Dr. Amit
George and Mr. Ashish Kumar
Pandey, Advocates.

Versus

ASSISTANT LABOUR COMMISSIONER (CENTRAL) & ANR.

..... Respondents

Through: Mr. Manish Mohan, CGSC with
Ms. Manisha Saroha, Mr. Shivam
Chanana, Mr. Shivangi Sinha and
Priyansha Sinha, Advocates for
Respondent No.1.
Ms. Mansi Gupta, Advocate for
Respondent No.2/SDMC.

CORAM:

HON'BLE MR. JUSTICE NAJMI WAZIRI

ORDER

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27.10.2016

1. On 19.10.2016, the Court had, *inter alia*, directed as under:-

“ It is not in dispute that the gratuity as directed to be paid by respondent no. 1 on 31.05.2011 has to be paid to the petitioner by the South Delhi Municipal Corporation (SDMC) – respondent No. 2. The said order has not been challenged by the SDMC. Indeed, the learned counsel for the respondent No. 2 submits that a cheque for the requisite amount was prepared, but there is no record of the said amount having been encashed. The SDMC has sought details from the bank concerned. The learned counsel seeks and is granted a week's time to furnish the relevant details in this regard so that the

monies can be paid into the bank account of the petitioner which is “HDFC Bank Account No.05831000030281, Sadar Bazar Branch, Gurgaon, IFSC Code: HDFC 0000583”.

The gratuity dues were directed to be paid vide order dated 30.05.2011 but since the money has not been paid to the petitioner, he would be entitled to interest @ 10% p.a. as already awarded.

Let an affidavit in this regard be filed by the Deputy Commissioner concerned.

List on 26.10.2016.”

2. An affidavit on behalf of respondent No.2/South Delhi Municipal Corporation has been filed by its Deputy Commissioner stating that a Bankers Cheque dated 01.09.2011 for an amount of Rs.1,24,164/- was issued in the name of the petitioner. The same was deposited with respondent No.1 and a corresponding debit was made from the account of the Corporation. However, the said cheque has never been received by the petitioner. Consequently, the monies have not been credited to the account of the petitioner. It is for the Corporation to pay the monies to the petitioner and in case of any difficulty or dispute that there may be between the Corporation and respondent No.1 apropos the loss of the said cheque, it is for them to sort it out and the petitioner cannot be disadvantaged because of the misplacement of the said cheque. In any case, the said Banker’s Cheque has not been encashed and/or its period of validity has expired and it is of no value now.

3. Mr. Manish Mohan, the learned counsel for respondent No.1 states that the said Banker’s Cheque/negotiable instrument may be treated as

misplaced and a fresh one may be issued to the petitioner.

4. In view of the same, the aforesaid amount of Rs.1,24,164/- alongwith interest at the rate of 10% *per annum* as already awarded, till the date of payment shall be credited to the petitioner's HDFC Bank Account No.05831000030281, Sadar Bazar Branch, Gurgaon, IFSC Code: HDFC 0000583 by 09.11.2016.

5. Ms. Mansi Gupta, the learned counsel for the respondent Corporation submits that the interest amount should be recoverable from respondent No.1. This is not the Corporation's appeal. As far as the petitioner is concerned, the monies should have been credited to his account in the terms of the Award dated 31.05.2011. Hence, the aforesaid request of the Corporation is untenable and is accordingly rejected. It will be open to the Corporation to pursue their remedies in law as may be available to them.

6. The learned counsel for the petitioner submits that no other relief is sought in the writ petition.

7. Hence, the writ petition is disposed off in the above terms.

8. A copy of this order be given *dasti* to the learned counsel for the parties.

NAJMI WAZIRI, J.

OCTOBER 27, 2016

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