

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

**CWP No.23279 of 2010**

**Date of Decision: 24.04.2017**

Nachhatter Singh

...Petitioner

Vs.

State of Punjab & others

...Respondents

**CORAM:- HON'BLE MR.JUSTICE RAJIV NARAIN RAINA**

Present: Mr. Brijeshwar Singh, Advocate,  
for the petitioner.

Mr. Arun Chandra, Advocate  
for respondent No.2.

**RAJIV NARAIN RAINA, J. (Oral)**

Mr. Arun Chandra appearing on behalf of respondent No.2 states that the order has been complied with and payment of the awarded amount has been made by demand draft drawn in the name of the petitioner Nachhatter Singh, S/o Sucha Singh and its photocopy produced today. According to Mr. Chandra, the Nachhatter Singh has accepted the money without protest and signed in token of receipt of demand draft dated August 31, 2010 and settled the matter out of court.

Photocopy of the document produced by Mr. Chandra is taken on record as Mark 'A'. The signatures of the petitioner on the petition over and above verification at the foot of the petition and the vakalatnama resemble the documents produced.

I have no reason to believe that the Labour Court in its order dated August 03, 2010 passed in the application under Section 33 C (2) of the Industrial Disputes Act, 1947, committed any error in granting the

admitted wages from February 25, 1998 to April 18, 1998 which comes to a total amount of ₹ 6500/- which the employer respondent Ashwani Kumar, agreed to pay while denying the liability to pay salary demanded at the enhanced rate of ₹ 2500/- per month for the larger period i.e from June 18, 1995 to June 17, 1998 without any right being documented and supported by clear evidence. The Labour Court was right in declining the claim by refusing the disputed period and restricting the relief to February 25, 1998 to April 18, 1998, where were found due and payable and accordingly computed money under Section 33 C (2) of the Act as existing and while for the disputed period could not be created for the first time before the Labour Court. Therefore, I find no flaw in the order passed by the Presiding Officer, Labour Court, Bathinda. At any rate, the matter stands settled and, therefore, nothing survives in the case.

It is accordingly dismissed as compromised.

(RAJIV NARAIN RAINA)  
JUDGE

24.04.2017  
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*Whether speaking/reasoned*

*Yes*

*Whether reportable*

*No*