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

+ W.P.(C) 3186/2020 & CM APPL. 11074/2020 (for stay)
SUNITA DASS Petitioner
Through: Mr. Brajesh Pandey, Adv.
Versus

STATE OF NCT OF DELHI & ORS. Respondents
Through: Ms. Heetu Arora Sethi, Adv.for R-1.
Mr. Anjani Jha, Adv. Suyog Cooperative
Thrift and Credit Society Ltd.
Mr. Vikran Goyal, Adv. for UOI.

CORAM:
HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW
HON'BLE MS. JUSTICE SANGITA DHINGRA SEHGAL

ORDER
% **21.05.2020**

[VIA VIDEO CONFERENCING]

1. This order is in continuation of the earlier order dated 19th May, 2020.
2. We have heard Mr. Anjani Jha, Advocate for the respondent no.3 Suyog Cooperative Thrift and Credit Society Ltd.
3. It has been enquired from Ms. Hetu Arora Sethi, Advocate for the respondent no.1, whose presence remained to be recorded in the order dated 19th May, 2020, whether the Tribunal before which the appeal against the Arbitral Award lies, is now functional.
4. Ms. Hetu Arora Sethi, Advocate states that the post of Chairperson of the Tribunal is lying vacant and owing whereto the Tribunal is not functioning and the functioning of the Tribunal is likely to remain impaired for some time.

5. The petitioner, in the petition has not pleaded the total take home emoluments of the petitioner.
6. The counsel for the petitioner states that the monthly take home emoluments of the petitioner are about Rs.65,000/- per month.
7. Ms. Hetu Arora Sethi, Advocate rightly points out that under Order XXI of the Code of Civil Procedure, 1908 (CPC) also, 1/3rd of the salary is permitted to be attached in execution of a decree and thus the attachment ordered of Rs.20,000/- per month is in accordance with law.
8. The counsel for the petitioner states that besides the loan taken from the respondent no.3 Suyog Cooperative Thrift and Credit Society Ltd., the petitioner has taken two other loans also and instalments whereof are also being paid. It is stated that the petitioner has no support of her husband and has other monthly expenses as listed out in the synopsis at page 11 of the paper book. It is thus contended that till the petitioner has an opportunity to challenge the Arbitral Award, a sum only of Rs.8,000/- per month be permitted to be deducted from the emoluments of the petitioner.
9. We may notice that the amount of Rs.8,000/- per month was being deducted earlier also and it is only pursuant to the Arbitral Award that an amount of Rs.20,000/- per month has been ordered to be deducted from the salary of the petitioner and remitted to the respondent no.3 Suyog Cooperative Thrift and Credit Society Ltd.
10. Having considered all the circumstances we are of the view that since the Tribunal is non-functional at the moment, instead of Rs.20,000/- a sum of Rs.15,000/- per month be deducted from the emoluments payable by the

respondent no.2 Union of India (Doordarshan) to the petitioner for a period of six months from the month of June, 2020. However if before the expiry of the said period of six months there is no order of the Tribunal or any other variation by the Tribunal or by any other authority, an amount of Rs.20,000/- per month w.e.f. 1st January, 2021 be deducted from the monthly emoluments of the petitioner till the satisfaction of the entire Arbitral Award.

11. The petition is disposed of.

RAJIV SAHAI ENDLAW, J.

SANGITA DHINGRA SEHGAL, J.

MAY 21, 2020

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