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

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Decided on: 12.02.2020

+ W.P.(C) 1067/2016

AARTI GUPTA

..... Petitioner

Through: Mr. V.K. Sharma, Advocate.

versus

M/S JUBILANT OIL & GAS PVT. LTD.

..... Respondent

Through: Mr. Ivan, Advocate.

CORAM:

HON'BLE MR. JUSTICE NAJMI WAZIRI

NAJMI WAZIRI, J. (Oral)

1. This petition impugns the order of the learned Labour Court dated 20.10.2015, which did not grant the petitioner reinstatement in her services with full consequential benefits and dismissed her claim petition.

2. The petitioner was employed by way of an appointment letter dated 18.09.2006, in which the clause of termination of services read as under:

“....

9. *After confirmation, your services can also be terminated at any time by giving three months notice by either side or basic salary in lieu thereof.*

.....”

3. The period of the contract was not determined, although, it could have been terminated in terms of the aforementioned clause. The petitioner was working as a Senior Geophysicist; the management terminated her services

vide letter dated 25.06.2010 and she was, thereafter, asked to contact the senior executive for settlement of her full and final dues.

4. The learned counsel for the petitioner submits that the letter came as a cruel shock to the petitioner, who was to get married the very next day, of which the management was fully aware.

5. The learned counsel for the respondent submits that albeit the petitioner had pursued her rights in law before the Court, nevertheless, it was for the management to have tendered the requisite amount and she, not being an employee, was not obliged to appear before the management for collection of her dues.

6. The management has not quantified as to what amount would be payable to her. The respondent contends that the monies were offered to her but she was asked to appear before it. There is, however, nothing on the record to show that she was offered any fixed amount of money or that a cheque of such amount was tendered to her, which according to the management was payable to her, or that she refused to accept the same. In fact, the management has kept the monies with itself for more than ten years. The management should have been fair to her by offering her, her dues as calculated by them instead of waiting for her to return to it. Why was it important for her to visit the respondent when her services had been unceremoniously terminated, just a day before her wedding.

7. Admittedly, in a cross-examination of the petitioner on 03.04.2013 before the learned Labour Court, a suggestion was put to her that she was sent a cheque of Rs. 3,55,544/- in clearance of her dues but she denied this suggestion. In other words, the management accepts that an amount of Rs.

3,55,544/- was payable to her, at least, as of the date when her services were terminated.

8. Till today, the management has not put any document or calculation on record showing as to what amounts were due to be paid to the petitioner at the time of her termination. However, insofar as the aforesaid suggestion has been made by the management that Rs. 3,55,544/- was tendered to her by way of a cheque, it does admit that that quantum of money would be payable. Having sat on it for more than ten years, they would be liable to pay an interest on the aforesaid amount. In *Municipal Corporation of Delhi, Delhi vs. Uphaar Tragedy Victims Association & Ors.* (2011) 14 SCC 481, the Supreme Court has fixed a simple interest @ 9% per annum payable alongwith the amounts due to claimants. In a number of cases in the Motor Accident Claim Matters also, this Court has fixed simple interest @ 9% per annum on the amounts due.

9. In view of the above, let Rs. 3,55,544/-, alongwith interest accrued @ 9% per annum from the date of termination of services of the petitioner, be deposited by the respondent-management, directly into the bank account of the petitioner within four weeks from the date of receipt of a copy of this order.

10. The Court would not lose sight of the fact that much anguish must have been caused to the petitioner prior to her marriage because of her abrupt termination of service. The management robbed her of her happiness on a momentous occasion in her life and made tepid the celebration of the joyous occasion. Additionally, the case stands pending for the last half-a-decade for which expenses must have been incurred by the petitioner.

11. In the circumstances, let an additional amount of Rs. 2,00,000/- be paid to the petitioner towards litigation expenses. The said monies shall be deposited directly into her bank account within four weeks from the date of receipt of copy of this order.

12. The writ petition is disposed-off in terms of the above.

FEBRUARY 12, 2020

AB

NAJMI WAZIRI, J

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