

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD

2 CIVIL APPLICATION NO. 15149 OF 2019
IN WP/6324/2018

MACHINDRA CHANDRABHAN DANGE
VERSUS
M/S SIDDHI CNC PVT LTD THROUGH ITS DIRECTOR

WITH
CIVIL APPLICATION NO. 12820 OF 2021 IN WP/6324/2018

M/S SINDHI CNC PVT. LTD. THROUGH ITS DIRECTOR
VERSUS
MACHINDRA CHANDRABHAN DANGE

WITH
WP/6324/2018 WITH WP/8520/2018

...
Mr. Parag V. Barde, Advocate for applicant (CA/15149/2019) and for
respondent in CA/12820/2021
Mr. V.N. Upadhye, Advocate for respondent (CA/15149/2019) and for
applicant in CA/12820/2021
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CORAM : MANGESH S. PATIL, J.
DATE : 6TH DECEMBER 2021

PC :

1. Civil Application no. 15149 of 2019 is filed seeking withdrawal of the amount of backwages for the period February, 2018 to September, 2019, deposited by the employer pursuant to the order dated 03-10-2019, whereby it was directed in paragraph no. 8 thereof, as under :-

“8. The management shall deposit the wages of the employee/workman on the basis of the wage package, which he would have earned on account of the continuity of service as in January, 2018, for the period February, 2018 till September, 2019, in this Court on or before 15.11.2019. It shall continue to deposit such

wages from October, 2019 on month to month basis on or before the 15th day of the succeeding month in this Court. On these conditions, the impugned judgment shall stand stayed to the extent of the reinstatement in service. If these directions are not complied with, there shall be no interim relief effective from 16.11.2019.”

2. Though, it is a matter of record that there has been a subsequent variation in this order, whereby if the employer was not ready to deposit the money, it was directed to reinstate the employee, as can be seen from the order dated 10-01-2020. Such supervening circumstances have no bearing as far as the present request is concerned.

3. Simultaneously, in view of the supervening events, Civil Application no. 12620 of 2021 has been moved by the employer, seeking modification of the original order dated 03-10-2019, to the extent it directed it to continue to deposit from month to month the wages from October, 2019. According to the employer, pursuant to the order dated 10-01-2020, the employer has also reinstated the employee. This fact is fairly admitted by the learned Advocate for the employee Mr. Barde.

4. The Labour Court by order dated 02-08-2017 had set aside the termination and directed the reinstatement of the employee with continuity of service and 50% of the backwages. Both the parties then went in revision and the Industrial Court, though confirmed the order to

the extent of setting aside the termination and reinstatement with continuity, but had not granted backwages. To that extent, even the employee has challenged the order in revision, by a separate writ petition.

5. Admittedly, the order passed by the Labour Court was not stayed by the Industrial Court during the pendency of the revisions, *albeit*, it is stated at the bar by the learned Advocate for the employer, that there was an oral understanding not to enforce the reinstatement.

6. Be that as it may, the employee is now seeking to withdraw the amount, which was directed to be deposited as a condition precedent for grant of stay to the execution and the order of reinstatement.

7. In view such state-of-affairs, Civil Application no. 15149 of 2019 is allowed in terms of prayer clause (B), subject to employee furnishing usual undertaking to the satisfaction of the Registrar (Judicial) of this Court.

8. Civil Application no. 12820 of 2021 is also allowed in terms of prayer clause (B).

9. Both the Applications are disposed of.

[MANGESH S. PATIL, J.]

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