

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY,
NAGPUR BENCH, NAGPUR.**

WRIT PETITION NO. 1260 OF 2010

Sadashiv s/o Ganpatrao Chichghare,
Aged about 56 years, Occupation – Nil,
R/o Juni Mangalwari, Chichghare
Mohalla, Nagpur.

.... **PETITIONER**

VERSUS

- 1) Presiding Officer,
1st Labour Court, Nagpur.
- 2) Hotel Jai Lodge and Restaurant,
(through its Partners)
- 3) Venkatrao Sawarkar (died)
(through legal heirs)
- 3-A) Vijay s/o Venkatrao Sawarkar,
Age – Major, Occupation – Business,
- 3-B) Uttam s/o Venkatrao Sawarkar,
Age – Major, Occupation – Business,
- 3-C) Balu s/o Venkatrao Sawarkar,
Age – Major, Occupation – Business,
- 3-D) Smt. Sushilabai wd/o Venkatrao
Sawarkar, Age – Major,
Occupation – Business,

All R/o Nikalas Mandir Road,
Sarafa Bazar, Itwari, Nagpur.

.... **RESPONDENTS**

Mr. S.P Kshirsagar, Counsel for the petitioner,
Ms. T.H. Khan, A.G.P for respondent 1,
None for other respondents.

CORAM : ROHIT B. DEO, J.

DATED : 21st APRIL, 2022

ORAL JUDGMENT :

The petitioner was working as Room Boy with Hotel Jai Lodge and Restaurant. He was retrenched and subsequently preferred an application under Section 33C(2) of the Industrial Disputes Act, 1947 (Act) seeking recovery of the alleged shortfall in the payment received.

2. The petitioner contended that he was paid salary of Rs.1,000/- (Rupees One Thousand), and it was only when he received the retrenchment notice that he realised that he was entitled to higher salary of Rs.1,260/- (Rupees One Thousand Two Hundred Sixty).

3. The employer responded to the application under Section 33C(2) denying generally the allegations and specifically contending that as a fact, the employee was paid the minimum wages and at any rate, the claim is not an existing entitlement as is envisaged under the provision invoked.

4. The Industrial Court considered the evidence on record and rejected the application by judgment dated 18-7-2009 reasoning that the employer produced attendance-cum-wage registers from which it is

discernible that the wages paid are in accordance with the minimum wages and allowances statutorily prescribed. The Industrial Court noted that every receipt is duly acknowledged and signed by the employee and at no point in time prior to the retrenchment did the employee make a grievance either with the employer or then with any authority that the signatures on the attendance-cum-wage register were taken on blank pages, etc.

5. It is difficult to find fault with the reasons recorded by the Industrial Court. Even according to the employee, he put in four years of employment. If the Industrial Court has recorded a finding considering that in the entire service tenure there was no grievance made that signatures were obtained on blank pages etc. and it is only after retrenchment that a case of non-payment of minimum wages is sought, such finding can certainly not be termed as perverse. In exercise of writ jurisdiction, I would be slow to interfere in such finding of fact.

6. The petition is dismissed.