

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CIVIL APPELLATE JURISDICTION

WRIT PETITION NO. 4277 OF 2018

Shri. Tanaji Balwant Patil

..Petitioner

V/s.

Sangli Zilla Prathmik Shikshak
Sahakari Bank Ltd., Sangli and Ors.

..Respondents

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Mr. Govind B. Pawar, for the Petitioner.

Mr. Nilesh Sabale a/w. Ms. Pushpalata Khot, for Respondents.

CORAM : SANDEEP V. MARNE, J.

Dated : 30 August 2023.

P.C. :

1. By this petition, Petitioner challenges judgment and order dated 9 August 2017 passed by the Labour Court, Sangli in Application (IDA) No.31/2014. In his application, Petitioner had claimed an amount of Rs.15,93,204/- from the Respondent-Bank, which was divided into various heads as more particularly described in the statement appended to the complaint. The same included bonus, pay difference during suspension, security deposit, costs and remaining amount of gratuity etc. By the

impugned judgment and order, the Labour Court has proceeded to reject the application.

2. I have heard the learned counsel appearing for the Petitioner. He would submit that the directions given by this Court as well as by the Industrial Court have been flouted by the Respondent-Bank from time to time and due amounts were not paid to Petitioner in a timely manner. He would further submit that Petitioner is entitled to interest on belated payment of backwages. He would rely upon the judgments, (i) **Thazhathe Purayil Sarabi & Ors. Vs. Union of India & Anr.** (2009) 7 SCC 372, (ii) **Prabhavati Ramgarib B. Vs. Divisional Railway Manager Western Railway Manager, Mumbai.** (iii) **Union of India V/s. N.G. Garg & Co.** 224 (2015) Delhi Law Times 668, (iv) **State of Maharashtra vs. Khare and Tarkunde & Anr.** 2021(3) Bom.C.R. 198, and (v) **Maharashtra State Electricity Board Vs. Union of India**, 2005(1) Mh.L.J. 165 in support of his contention that the Bank is bound to pay interest when there is delay in payment of wages.

3. He would further submit that various other amounts such as security deposit and costs awarded by the Tribunal have not been paid to the Petitioner.

4. The learned counsel appearing for the Respondent, on the other hand would place reliance on Petitioner's letter as well as his Advocate's letter dated 3 June 2013 by which the Petitioner agreed to accept the amount of Rs.3,365,049/- towards full and final settlement, it was less than Rs.3,72,781/- awarded by the Labour Court in IDA No.7/2011. He would therefore submit that the Respondent-Bank therefore cannot be made to pay any further amount to the Petitioner and the Labour Court has rightly rejected Petitioner's application.

5. I have considered the submissions canvassed by the learned counsels for the parties.

6. It appears that the Petitioner was dismissed from service and had filed Writ Petition No.1302/1990 before this Court. The Writ Petition was disposed of by order dated 17 December 1992 directing that Petitioner be reinstated w.e.f. 1 January 1993 and the Respondent-Bank be directed to pay 50% backwages to him for the period from 22 March 1982 to 1 January 1993. In accordance with the order passed by this Court, the Petitioner was reinstated in service and backwages as calculated by the Bank were paid to him. It appears that the Petitioner was not satisfied with the quantum of the backwages paid and claimed that backwages ought to have been paid

considering wage rise and increments. He accordingly filed Complaint (ULP) No.25/2007. His complaint was allowed directing the Respondent-Bank to take into consideration the wage rise and increments during the period 22 March 1982 till 31 December 1992. The Writ Petition filed by the Respondent-Bank against the decision of the Industrial Court was dismissed by this Court. Thereafter, the Bank computed the difference by taking into consideration the wage rise and increments for the period 22 March 1982 to 1 January 1993 and paid an amount of Rs.22,268/- to Petitioner. Similarly, his wages were also increased to Rs.3,565/- w.e.f. 1 January 1993.

7. Petitioner raised another grievance about non-payment of difference arising out of wage rise and increments for the period 1 January 1993 till his superannuation in January 1999 by filing Application (IDA) No.7/2011. The Labour Court decided Application (IDA) No.7/2011 by its judgment and order dated 26 March 2013 and directed the Respondent-Bank to pay an amount of Rs.3,72,781/- to Petitioner in pursuance of his demand.

8. It appears that instead of paying the amount of Rs.3,72,781/- to Petitioner, Bank made its own calculation and arrived at the conclusion that the exact amount payable to him was Rs.3,35,049/- A proposal to that effect was placed before the

Petitioner, who by his letter dated 3 June 2013 communicated to the Bank that he was willing to accept the said amount of Rs.3,35,049/- as full and final settlement. He thus expressed his willingness to forgo the difference amount of Rs.37,732/-. His Advocate also withdrew the notice earlier given on 20 May 2013 communicating that the Petitioner had accepted the amount of Rs.3,35,049/-.

9. Petitioner moved one more application being I.D.A. No.31/2014 before the Labour Court, this time claiming an amount of Rs.15,93,204/- under various heads such as interest, costs, bonus, pay difference during suspension, security deposit, gratuity etc. The Labour Court has rejected the application by judgment and order dated 9 August 2017.

10. The above chronology of events would indicate that Petitioner has been paid various amounts due to him in pursuance of various orders passed by this Court, Industrial Tribunal and the Labour Court. Petitioner claims interest on the said amounts on the ground that there was delay in payment of the same. However perusal of the order passed by this Court on 17 December 1992 would indicate that this Court did not award any interest to Petitioner while directing the Bank to pay 50% backwages. Again when a direction was issued to take into consideration wage rise and increments while computing 50%

backwages from 22 March 1982 to 1 January 1993, the Industrial Tribunal did not issue any direction for payment of interest. Even in the third round of litigation in I.D.A. No.7/2011, while directing the payment of Rs.3,72,781/- towards difference in wage rise and increments during the period 1 January 1993 till the period of superannuation, no direction was issued for payment of interest.

11. Since no direction was issued by any of the Courts or the Tribunal for payment of interest, the Petitioner cannot file independent proceedings claiming interest on those amounts. Since the interest was not specifically granted, the prayer for it is deemed to have been rejected. If on the other hand, Petitioner did not claim any interest in those proceedings, his prayer would now be barred by the principle of constructive *res-judicata*. Reliance of the learned Counsel for the Petitioner on various judgments quoted above, does not come to his assistance. In none of the said judgments, a principle is laid down that if interest is not awarded in various proceedings, separate proceedings can be maintainable for claiming interest, ignoring the principle of constructive *res-judicata*.

12. Petitioner himself has accepted an amount of Rs.3,35,049/- by forgoing an amount of Rs.37,732/-. He therefore cannot claim the said amount now.

13. The Labour Court has considered the demands of Petitioner and has rejected the same by recording cogent reasons. The learned counsel for Petitioner has vehemently submitted that though costs were awarded to Petitioner by judgment and order dated 26 March 2013, the same have not been paid. He would also submit that Petitioner has not been refunded security deposit of Rs.200/- with interest. Petitioner has made self-computation of costs at Rs.6,000/- without any basis and has demanded interest of 18% on the said amount. When Petitioner himself has accepted Rs.3,35,049/- as full and final settlement towards judgment and order dated 26 March 2013, he now cannot be permitted to raise any dispute with regard to non-payment of costs. So far as amount of security deposit is concerned, the same is only Rs.200/-. If Petitioner is indeed entitled to have refund of security deposit, he can make an application to that effect to the Respondent-Bank, which shall refund the same. For such insignificant amount, Labour Court's Order need not be disturbed.

14. There is no perversity in the findings recorded by the Labour Court. No case is made out by the Petitioner for interference by this Court in exercise of jurisdiction under Article 227 of the Constitution of India.

15. The Writ Petition being devoid of merits is dismissed.

SANDEEP V. MARNE, J.