



W.P.No.2022 of 2015

J. NISHA BANU, J.

Today, the matter is listed under the caption 'for being mentioned'.

2. Learned counsel for the petitioner would state that this Court has passed an order in the writ petition on 09.02.2023, in which, at paragraph No.12, instead of extracting the clarified order passed in the miscellaneous petition dated 25.04.2016, the original order passed in the miscellaneous petition dated 19.01.2016 was extracted. He would further submit that in paragraph No.18, the remaining amount is not "Rs.4,00,000/- along with interest" but actually, the remaining amount is "Rs.10,00,000/- along with interest." Therefore, those paragraphs need corrections.

3. Therefore, in the order passed by this Court dated 09.02.2023, Paragraph Nos.12 & 18 stand deleted and the following order is passed.

"12. It is a matter of record that this Court in WMP.No.12316 of 2016 dated 25.04.2016 passed the following directions.

This petition has been filed by the petitioner to clarify the order passed by this Court dated 19.01.2016. The clarification is with regard to the condition imposed



by this Court for furnishing personal bond to entitle the petitioner to withdraw a sum of Rs.6,00,000/-. The operative portion of the order dated 19.01.2016 reads as follows:

“ i) The petitioner-Bank is directed to deposit a sum of Rs.10,00,000/- (Rupees Ten Lakhs only) to the credit of Industrial Dispute in I.D.No.37 of 2013, on the file of the Central Government Industrial Tribunal-Cum-Labour Court, Chennai, within a period of six weeks from the date of receipt of a copy of this order.

ii) On such deposit being made by the petitioner-Bank, the second respondent-workman is permitted to withdraw a sum of Rs.6,00,000/- (Rupees Six Lakhs only) on furnishing a personal bond to the petitioner-Bank to the effect that he shall undertake to return the sum of Rs.6,00,000/- to the petitioner-Bank with simple interest at the rate of 9% per annum, in the event of the petitioner-Bank succeeds in the Writ Petition.

iii) On furnishing such personal bond by the second respondent-workman to the satisfaction of the petitioner-Bank, the amount of Rs.6,00,000/- shall be permitted to be withdrawn by the second respondent, and the Labour Court is directed to invest the remaining sum of Rs.4,00,000/-, in the petitioner-Bank itself, in an interest bearing account, and the same shall abide by the final orders to be passed in the Writ Petition.

iv) Subject to the compliance of the aforesaid conditions, the interim order already granted is made absolute.”

The court while passing the above order stated that the personal bond should be furnished to the satisfaction of the bank and after that the petitioner would be entitled to withdraw the amount of Rs.6,00,000/-. The word satisfaction



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used in the order has been intimated for the bank to get that the petitioner has to produce the immovable property as security. The bank would contend that insolvency proceedings were initiated against the petitioner and it is not known as to what is the present stage of the matter. Further, the petitioner does not reside in Tamilnadu does not own any immovable property and in the event the bank succeeding in the writ petition the bank will not be able to recover the amount which has been permitted to withdrawn. Further, it is stated that the petitioners personal bond should be attested by a person who is a resident in Tamilnadu. Since, earlier the whereabouts of the petitioner was not known for about eight years.

2. Heard learned counsel for the bank on the above submissions and also took note of the counter affidavit filed by the bank before the Central Government Industrial Tribunal. Before this Court in this miscellaneous petition the bank has reiterated the same contentions by way of a counter affidavit. After hearing the learned counsel for parties, this Court would point out that the expression 'satisfaction' used in paragraph 7(iii) of the order dated 09.01.2016, is with regard to the form of a personal bond and that this Court directed the petitioner to furnish the immovable property security. Therefore, it is clarified that the word 'satisfaction' shall mean the form of a personal bond which should be approved by the bank.

3. Taking into consideration the counter filed by the



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bank in this petition as well as before the CGIT, the petitioner should also disclose as to what happened to the insolvency petition and the present state of affairs, his financial position and if he has filed returns, he shall furnish full details of the past three years and file affidavit copy of those details along with the bond. That apart, the bond shall be executed in Chennai and it should be attested by a person who is at Chennai. In order to secure the interest of the bank this court adds one more condition that one of the sons of the petitioner who is said to be carrying on business shall execute a collateral bond agreeing to repay the bank in the event of default committed by their father.

4. After some arguments, the learned counsel for the petitioner submitted that the petitioner would be unable to comply with the conditions imposed in the order dated 19.01.2016 as well as the other conditions which the bank now insist upon. Therefore, M.P.No.12316 of 2016 stands dismissed.

5. Further, the learned counsel submits that this court may consider and direct that the entire amount to be retained in deposit in a interest bearing account with the bank themselves and the petitioner may be permitted to withdraw the interest once in three months and the same shall be transferred to the petitioner bank account through ECS. Accordingly, the order dated 19.01.2016, permitting the



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petitioner to withdraw a portion of amount stands cancelled and instead the amount shall be retained in the bank as afore stated with permission to the petitioner to draw interest once in three months."

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"18. In the light of the aforesaid discussion, I find no perversity in the findings of the Labour Court. The Writ petition filed by the Bank is devoid of merits and accordingly, this writ petition is dismissed. The award of the Labour Court is confirmed. The 2nd respondent/employee is permitted to withdraw the remaining amount of Rs.10,00,000/- along with interest, if any, lying with the petitioner Bank. No costs."

4. Paragraph Nos.12 and 18 of the order dated 09.02.2023 are substituted as above. In all other aspects, the order dated 09.02.2023 remain unaltered.

5. Registry is directed to make necessary correction and issue fresh order copy.

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