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* IN THE HIGH COURT OF DELHI AT NEW DELHI

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Reserved on: 31.01.2023
Pronounced on: 28.03.2023

+ W.P.(C) 7409/2007, CM APPL. 14091/2007 & 21640/2022

STATE BANK OF INDIA

..... Petitioner

Through: Mr. Rakesh Munjal, Senior Advocate with Mr. Siddharth Sangal, Mr. Nilanjani Tandon, Mr. Lalit Allawadhi, Mr. Chirag Sharma and Ms. Richa Mishra, Advocates.

versus

MOHAN SINGH BEDI

..... Respondent

Through: Mr. K.K. Rai, Senior Advocate with Mr. Piyush Sharma, Mr. Anshul Rai, Mr. Shivam Dubey and Ms. Sreoshi Chatterjee, Advocates.

CORAM:

HON'BLE MR. JUSTICE GAURANG KANTH

J U D G M E N T

GAURANG KANTH, J.

1. The present Writ Petition emanates from the judgment dated 19.07.2007 (“**Impugned Award**”), passed by the learned Industrial Tribunal Cum Labour Court-II, New Delhi in I.D. No. 80/2001 titled as ***Shri Mohan Singh Bedi v. The Dy. General Manager, State Bank of India***. Vide the Impugned Award, the learned Labour Court allowed the petition filed by the Respondent/Workman and held that the Respondent/Workman was a Messenger throughout his 10 years of service at the DPS extension

W.P.(C) 7409/2007

Page 1 of 19

counter of the Bank and not a contractual employee. Learned Labour Court further held that the Respondent/Workman had performed 240 days of service at least in the years 1991-1999 and directed the Petitioner to reinstate the Respondent/Workman with 100% backwages. The Petitioner *vide* the present petition is *inter alia* praying to set aside the Impugned Award.

FACTS GERMANE TO THE PRESENT WRIT PETITION ARE AS FOLLOWS:

2. At the outset, it is the case of the Respondent/Workman that he was appointed as a full-time Messenger at the Petitioner/Bank at Ring Road, Lajpat Nagar Branch, to augment the strength of the subordinate staff with effect from 16.06.1990 at a fixed salary of Rs.2,000 p.m. It is further the case of the Respondent that the Petitioner/Bank withdrew the permanent Messenger posted at D.P.S. Extension Counter of the Bank and posted the Respondent/Workman to carry out indoor & outdoor duties of the Bank as a Messenger.
3. Further, the Respondent/Workman claims that he attended duties in the Petitioner/Bank from 8.45 AM – 5 PM and the work of the Respondent/Workman *inter-alia* entailed the following:
 - a) Working as Cash Messenger - Stitching notes etc.
 - b) Stamping of cheque books.
 - c) Attending the officials & clerical staff of the Bank as Messenger.
 - d) Carrying cash from the Extension Counter to the branch and branch to the Extension counter.

- e) Distribution of Dak.
 - f) Stitching vouchers and stamping vouchers.
 - g) Adjusting ledger sheets in ledger.
 - h) Stitching cash, and
 - i) Doing all other messengerial duties which were being assigned from time to time.
4. He also claims that besides messengerial duties, he was also asked to perform clerical duties, in case of emergency.
5. It is further the claim of the Respondent/Workman that in terms of the Agreements dated 27.10.1988 and 09.01.1991 entered between the Petitioner/Bank and the All India State Bank of India Staff Federation, all temporary, casual and daily wager employees who worked in the Bank for more than 30 days in the calendar year between 01.07.1975 to 14.08.1991, were required to be empaneled and finally absorbed permanently in the Bank service. However, the claim of the Respondent/Workman who had the longest service was not considered.
6. Subsequently, on 29.11.1999, the Respondent/Workman submitted a representation to the Dy. General Manager of the Petitioner/Bank. However, it is the claim of the Respondent/Workman that the Petitioner/Bank despite reminders did not reply to the same.
7. Further, it is also case of the Respondent/Workman that the Petitioner/Bank turned hostile towards him and stopped his payment of wages and thereupon the Respondent/Workman submitted various representations including letters dated 26.02.2000 and further on 29.05.2000, as the Petitioner failed to pay the wages of the Respondent/Workman for the month of March and April, 2000.

8. On 01.06.2000, the services of the Respondent/Workman were terminated by the Petitioner/Bank, without assigning any speaking order or notice. The Respondent/Workman also claims that at the time of termination of his services, he was paid wages by the Petitioner/Bank @ Rs. 3,587 p.m.
9. Further, an Industrial dispute was raised by the Respondent/Workman before the Assistant Labour Commissioner (Central), New Delhi *vide* its letter dated 12.07.2000 which was treated as part of its statement of claim. Conciliation proceedings took place between the Petitioner/ Bank and the Respondent/Workman. However, proceedings before the Conciliation officer failed and the report was submitted to the Secretary, Ministry of Labour *vide* letter dated 24.04.2001.
10. Thereafter, the case of the Petitioner was referred to the learned Labour Court *vide* reference dated 16.10.2001, where the terms of reference were as follows:

“Whether the action of the management of State Bank of India, Zonal Office, Parliament Street, in terminating the services of Shri Mohan Singh Bedi, Ex Messenger DPS Extension Counter, Mathura Road, New Delhi w.e.f. 1-6-2000 is justified? If not, what relief the workman concerned is entitled?”

11. Further, on 04.01.2002, the Respondent/Workman filed its Statement of Claims and prayed for holding the termination of the Respondent as illegal and malafide. The workman also prayed for reinstatement with full backwages and continuity of service with all benefits of a permanent employee of the Petitioner/Bank.
12. Pursuantly, the Respondent/Workman filed its written statement refuting the claims made by the Respondent/Workman. The Petitioner/Bank *inter-*

alia stated that the Respondent/Workman was never recruited by the Bank. It was further stated that no appointment letter was ever issued to him, and there was no employer-employee relationship between the Petitioner/Bank and the Respondent/ Workman and hence no Industrial dispute ever existed between them.

13.The Petitioner also filed a rejoinder to reiterate his case set up in the statement of claim.

14.Based on the pleadings of the parties, the learned Labour Court framed the following issues:

- “1. Whether the workman has worked as Courier or Messenger from 16.06.1990 to 01.06.2000?*
- 2. Whether the management has committed unfair labour practice in not giving regular appointment to the workman?*
- 3. Whether the workman deserves reinstatement?*
- 4. To what amount of back wages the workman is entitled?*
- 5. To what relief the workman is entitled?”*

15.In order to prove his case, the Respondent/Workman himself stepped into the Witness box. In addition Sh. J.N Kapoor was examined on behalf of the Union to support the case of the Respondent/Workman. Mr. Sabyasachi N Dasgupta, Chief Manager of the Petitioner/Bank was examined as Management Witness.

16.Based on the evidence adduced by the parties, the learned Labour Court *vide* the Impugned Award dated 09.07.2001, allowed the petition filed by the Respondent/Workman and held that the Respondent/Workman was a messenger throughout his 10 years of service at the D.P.S. Extension Counter of the Bank and not a contractual employee. Learned Labour Court further held that the Respondent/Workman had performed 240

days of service at least in the years 1991-1999 and directed the Petitioner to reinstate the Respondent/Workman with 100% backwages.

17. Aggrieved by the same, the Petitioner/Bank preferred the present Writ Petition in W.P.(C) 7409/2007 challenging the Impugned Award. This Court *vide* its order dated 05.11.2007 issued notice to Respondent No.1 and stayed the operation of the impugned Award subject to the Petitioner depositing the amount towards the back wages with the Registrar General of this Court.
18. Later *vide* order dated 07.09.2009, this Court allowed the Application filed by the Petitioner under Section 17-B of the Industrial Disputes Act, 1947 (*'I.D. Act'*).

SUBMISSIONS ON BEHALF OF THE PETITIONER

19. Mr. Rakesh Munjal, learned senior counsel for the Petitioner initiated his arguments by submitting that the Impugned Award passed by the learned Labour Court is bad, illegal, unjust and malafide.
20. Learned senior counsel succinctly submitted that the Respondent/Workman was having a courier service and had its own three wheeler scooter. One fine day, the Respondent/Workman himself approached the Petitioner/Bank for rendering courier services and hiring of his three wheeler scooter No. DER-3440. Pertinently, it was agreed that the Respondent/Workman would charge the Petitioner/Bank according to the services provided by his scooter or if any courier services were rendered for the officers/employees of the Branch. Learned senior counsel further went ahead and submitted that there was an agreement for rendering courier services and an amount was fixed per month in that regard. It is

his contention that as per the agreement, the Respondent/Workman would pick up dak/letters/ documents from the Branch/Extension Counter and deliver it to the addresses provided and thereupon charge accordingly for such services. On 06.11.1997, the Respondent/Workman also addressed a letter to the Petitioner/Bank requesting to enhance the contracted amount of Rs. 3152/- to Rs. 3400/- paid on voucher.

21.It is the contention of the learned senior counsel that the Respondent/Workman was never appointed by the Petitioner/Bank in accordance with the rules and procedure of the Petitioner/Bank. He pointed that neither any appointment letter nor any wages from the Salary Account was paid to the Respondent/Workman. It is his submission that the Respondent/Workman was only paid from the 'Sundry Expenses Account' on the basis of the vouchers submitted by him. The payments were made to the workman on various dates according to the miscellaneous courier/messenger services rendered by him on his scooter purely on need basis, apart from the monthly payment for hiring the Respondent's scooter for specified courier services. Hence, he submitted that the above transaction is nowhere indicative of any employer-employee relationship between the Petitioner/Bank and the Respondent/Workman.

22.Learned senior counsel for the Petitioner submitted that the Petitioner/Bank is a public sector institution where there are specific rules relating to recruitment of its personnel in the Bank. The recruitment in the Bank is done by the competent authority according to the well-established procedure of the Petitioner/Bank keeping in view the Central Government instructions issued from time to time and also adhering to

the constitutional philosophy enshrined under Articles 14 and 16 of the Constitution of India. Admittedly, the Respondent/Workman was never as such appointed in the Petitioner/Bank, much less the rules. Therefore, the Respondent/ Workman is not a 'workman' under Section 2(s) of the I.D. Act and there existed no Industrial dispute as defined under Section 2(k) of the I.D. Act.

23.Mr. Munjal further submitted that the copies of 550 or so vouchers submitted by the Respondent/Workman from the period 18.04.1991 to 09.02.2000 were merely the conveyance bills which were paid by the Petitioner/Bank to the Respondent for his courier/messenger services. Further, learned senior counsel with regard to the Identity Card and two letters/certificates dated 30.06.1995 and 15.05.2000 issued by the Bank officers, submitted that the Identity card was issued by the Petitioner/Bank to facilitate his smooth access to the Bank premises and the two certificates were mere testimonials of his good services as a courier/messenger by the junior officers, who were not competent or authorized to issue such certificates and the same could not by any stretch of imagination be deemed as admission of the Petitioner/Bank recognizing the Respondent/Workman as its employee.

24.It is further the contention of the learned senior counsel that the learned Labour Court *ex facie* overlooked a vital aspect which is inextricably linked to the issue which fell for consideration. It was his argument that if the Respondent was in temporary service of the Petitioner/Bank as canvassed by him, why did he fail to apply for empanelment along with other similarly placed ex-temporary employees during 1991-1992 when

the panels of ex-temporary employees were prepared pursuant to the settlement dated 09.01.1999.

25. One limb of the argument of the learned senior counsel was that the Respondent/Workman has also not completed 240 days or more in the 12 months preceding the date when the Bank stopped taking his services. Hence, the provisions of 25-F of the I.D. Act is not applicable to the present facts of the case.
26. Lastly, it was also submitted by the learned senior counsel that the Respondent/Workman is ingeniously trying to take undue advantage of the favor done by the Bank for using his three wheeler scooter for courier/messenger services and paying him on monthly basis. With the above arguments, the learned senior counsel prayed for the dismissal of the Impugned Award.
27. Mr. Munjal buttressed his arguments by relying on the judgment of the Hon'ble Supreme Court in the matter of *Allahabad Bank v. Prem Singh* reported as (1996) 10 SCC 997, *Secretary, State of Karnataka & Ors. v. Uma Devi & Ors.* reported as (2006) 4 SCC 1, *Pankaj Gupta & Ors. v. State of Jammu & Kashmir & Ors.*, reported as 2004 (8) SCC 353, *Rajasthan Tourism Development Corporation Ltd. & Anr. v. Intejam Ali Zafri* reported as (2006) 6 SCC 275, *Himanshu Kumar Vidyarthi & Ors. v. State of Bihar & Ors.* reported as (1997) 4 SCC 391. *Executive Engineer, State of Karnataka v. K. Somasetty & Ors.*, reported as (1997) 5 SCC 434, *State of Haryana & Anr. v. Tilak Raj & Ors.* reported as (2003) 6 SCC 123, *Surendranagar District Panchayat v. Dahyabhai Amarsinh*, reported as (2005) 8 SCC 750, *Range Forest Officer v. S.T Hadimani* reported as (2002) 3 SCC 25 and *Ram Singh &*

ors. v. Union Territory, Chandigarh & Ors., reported as 2004(1) SCC 126.

SUBMISSIONS ON BEHALF OF THE RESPONDENT

28. *Per Contra*, learned senior counsel for the Respondent, Mr. K.K. Rai while relying on the Impugned Award vehemently argued that the present petition is bereft of any merits and should be dismissed in toto.
29. The learned senior counsel relied on the judgment of the Hon'ble Supreme Court in *Syed Yakoob v. K.S Radha Krishnan* reported as AIR 1964 SC 477 and *P. Kasilingam v. P.S.G College of Technology* reported as (1981) 1 SCC 405 and submitted that the present writ petition is not maintainable under the writ of Certiorari. He further submitted that it will only be maintainable if the learned Labour Court has exceeded its jurisdiction or any illegality has been committed or it has exercised jurisdiction not vested with or if there is error apparent on the face of it.
30. It is the contention of the learned senior counsel for the Respondent/Workman that the Respondent/Workman was not a contractual labour but was a Messenger throughout and he has rendered 10 years of service as a Messenger during the years 1990-2000. He further submitted that he was assigned duty from 8.45 AM to 5 PM and was performing various functions like accompanying cash remittance, remittance of small amount of cash etc., and sometimes other clerical work as well. To substantiate the above arguments, the learned counsel for the Respondent/Workman relied on the Identity Card issued by the Bank which is document B-67. Further, he also relied on the copies of 555 bills/vouchers to prove the different payments made to him as a Messenger. Furthermore, he also relied on the certificates issued by the

W.P.(C) 7409/2007

Page 10 of 19

In-charge of DPS Extension Counter which is document B-62, which certifies that the Respondent/Workman performed duties of messenger at DPS Extension Counter from 21.07.1994 to 27.12.1994. Other certificates which are documents B-68 dated 30.10.1995 and B-69 dated 15.05.2000, also certifies that the Respondent/Workman worked from 1998 onwards as a Messenger in the DPS Extension Counter.

31.Mr. Rai, learned senior counsel for the Respondent also relied on the evidence of MW-1, Mr. Sabyasachi N. Dasgupta, the Chief Manager of the Petitioner/Bank and submitted that the witness of the Petitioner/Bank himself admitted that the Respondent/Workman was writing in the books of the Bank, which makes it amply clear that the Respondent/Workman was not a courier as claimed by the Petitioner/Bank.

32.It is the contention of the learned senior counsel that the Respondent/Workman had worked for a period of 10 long years as a casual worker. *Howbeit*, the Petitioner/Bank removed the Respondent/Workman without payment of retrenchment compensation. He further submitted that the Respondent/Workman was doing the work of permanent nature, it is evident from the fact that the permanent staff who was appointed at DPS Extension Counter was withdrawn and the Respondent/Workman was appointed in his place to perform the same duties which the removed Messenger was doing. It is his contention that the Petitioner/Bank has indulged in unfair labour practices as per fifth Schedule of the I.D. Act which specifies some practices as unfair labour practices and hence has violated Sections 25-F, G, T, U and Clause 10 of fifth Schedule of the I.D. Act.

33. The learned senior counsel for the Respondent/ Workman bolstered its submissions by relying on the judgment of the Hon'ble Supreme Court in the matter of *Hari Nandan Prasad and Another v. Employer I/R To Management of Food Corporation of India and Another* reported as (2014) 7 SCC 190, *Umralla Gram Panchayat v. The Secretary, Municipal Employees Union and Ors.* reported as (2015) 12 SCC 775, *ONGC Ltd. v. Petroleum Coal Labour Union*, reported as (2015) 6 SCC 494, *Food Corp'n. of India v. Employees Union*, reported as (2018) 9 SCC 464, *Deepali Gundu Surwase v. Kranti Junior Adhyapak Mahavidyalaya*, reported as (2013) 10 SCC 324, this Hon'ble Court in *Ram Singh v. the Management of CPWD* reported as MANU/DE/2729/2015, *Management of CPWD v. Abdul Gaffar and Ors.* reported as MANU/DE/4071/2015

LEGAL ANALYSIS

34. I have heard the rival contentions of both the parties and perused the documents placed on record.

35. Before advertng to the main issues which need adjudication, it is imperative to state that the scope of interference by this Court in exercise of its discretionary jurisdiction under Article 226 of the Constitution of India is very limited which can be exercised only if the finding of the learned Labour Court suffers from an error of jurisdiction or is vitiated by an apparent error of law. There is no sanction enabling this Court to reappraise evidence as in an appeal and draw conclusions on questions of fact while exercising writ jurisdiction. It is well settled principle of law that the High Courts are not to re-adjudicate upon questions of fact

decided by the learned Labour Court unless the circumstances indicate that the learned Labour Court has snatched jurisdiction not vested in it.

36. Moving ahead with this observation, the primary question which needs consideration of this Court is the terms of reference itself, i.e, whether the action of the Petitioner in terminating the services of the Respondent/Workman w.e.f. 01.06.2000 is justified or not.

37. In order to decide the terms of reference, it is important to examine the nature of the job performed by the Respondent/Workman. Learned Labour Court examined issue No.1, i.e. whether the Respondent was merely a courier on contractual basis or was he working continuously on the post of messenger performing permanent functions for the Petitioner/Bank. The finding of the learned Labour Court qua this issue is as under:

“.....The documents filed on record and the certificate issued by the competent authorities and the admission of the management witnesses establishes the fact that the workman has worked as messenger from 16.06.1990 to 07.06.2020 for more than 10 years. Thus this stands proved that the workman was not a contractual courier but he was a messenger throughout and he has rendered 10 years of service as messenger at the DPS extension counter of the bank. He has performed 240 days atleast in the year 91,92,93,94,95,96,97,98,99. He has worked 6 months in 1990 and 6 months in 2000. This issue is decided accordingly.”

38. This Court examined the evidence adduced by the parties. The Respondent/Workman has filed a document B-67, which is the Identity Card issued by the Bank. A close look of the Identity Card reveals the designation of the Respondent/Workman as ‘Messenger’. Further, the Respondent/Workman has also filed documents B-40 to B-60, which are the statements of 555 bills paid to the Respondent from 18.04.1991-21.03.2000 for the duties performed by him as a ‘Messenger’ in the

Petitioner/Bank. These documents are clearly evident of the full time work performed by the Respondent/Workman as a 'Messenger'. Another crucial piece of evidence filed by the Workman is the certificate issued by the In charge of DPS Extension Counter which is B-62, which certifies that the Respondent/Workman performed duties of 'Messenger' at DPS Extension Counter from 21.07.1994 to 27.12.1994. Other certificates which are documents B-68 dated 30.10.1995 and B-69 dated 15.05.2000, also certifies that the Respondent/Workman worked from 1998 onwards as a Messenger in the Extension Counter of the Petitioner/Bank. The above documents clearly illustrate that the Respondent/Workman was working as a full time 'Messenger' during the years 1991- 2000. Further, the deposition of MW-1 also weakens the case of the Petitioner/Bank wherein he states that, "*there is no agreement between the workman and the bank as the bank has not filed the same*", as the entire premise of the Petitioner's case is that the Respondent/Workman was working under contract as a courier.

39. It is the case of the Respondent that the Petitioner terminated the services of the Respondent w.e.f 01.06.2000, without issuing any notice/conducting enquiry/paying any salary in lieu of notice. It is the case of the Petitioner that there is no employer-employee relationship between the parties as the Respondent/Workman was working under a contract as courier. As discussed herein above, the Petitioner miserably failed to prove their case. Whereas the Respondent/Workman successfully proved that he was working with the Petitioner as a Messenger during the years 1991-2000. It is an admitted position that no notice/salary in lieu of one month notice was paid to the Respondent.

The Respondent/Workman has rendered 10 years of service and he has been removed without even paying any retrenchment compensation. Therefore, the termination of the Respondent/Workman is in violation of Section 25 F of the I.D. Act and hence the termination of the Respondent/Workman is not justified.

40. Learned Labour Court further held that *'the management has indiscriminately followed unfair labour practice in retaining the workman as casual for long 10 years and thereafter removing him even without payment of retrenchment compensation and one month's pay in lieu of notice'*. Section 2(ra) of the I.D. Act defines unfair labour practice as any of the practices specified in the Fifth Schedule of the Act. As per Clause 10 of the Vth Schedule of the I.D. Act, *'To employ workmen as "badlis", casuals or temporaries and to continue them as such for years, with the object of depriving them of the status and privileges of permanent workmen* amounts to unfair labour practice. In the present case, the permanent nature of work performed by the Respondent/Workman on a temporary basis continuously during the years 1991 to 2000 which is almost 10 years, has to be construed as being an unfair labour practice as defined under Section 2(ra) of the I.D. Act read with Entry No. 10 of the Fifth Schedule to the I.D Act, which is prohibited under Section 25 T of the I.D Act. Further, it also amounts to a statutory offence on the part of the Petitioner under Section 25 U of the I.D. Act. In the present case, this Court is not talking of a few days or 240 days but a period of 10 years i.e. 1991-2000, when the Respondent/Workman has rendered satisfactory, unblemished and uninterrupted services to the Petitioner/Bank, which is also evident from

the certificates given by the then In charge of the Bank. To say the least, the denial of permanent appointment to the Respondent has resulted in depriving him of regular pay scale, emoluments as well as leave benefits etc. which tantamount to an extremely unfair labour practice and exploitation of the services of the poor worker. This Court subscribes to the view expressed by the learned Labour Court and held that the Petitioner/Bank indeed followed unfair labour practice as defined under Section 2(ra) of the I.D. Act.

41. The Respondent/Workman has rendered 10 years of service and he has been removed without any payment of retrenchment compensation in violation of Section 25 F of the I.D. Act. In view of the same, the learned Labour Court held that the Respondent/Workman is entitled for reinstatement with full backwages. This Court is conscious of the judicial pronouncements to the effect that the reinstatement with back wages is not to be granted in an automatic manner where the termination of a casual worker is found to be illegal because of the violation of Section 25 F of the I.D. Act. However, in the present case, this Court is guided by the Judgment of the Hon'ble Supreme Court in ***Bharat Sanchar Nigam Limited Vs Bhurumal*** reported as **2014 (7) SCC 177**. The relevant portion of the said Judgment, *inter alia*, reads as follows:

“23. It is clear from the reading of the aforesaid judgments that the ordinary principle of grant of reinstatement with full back wages, when the termination is found to be illegal is not applied mechanically in all cases. While that may be a position where services of a regular/permanent workman are terminated illegally and/or malafide and/or by way of victimization, unfair labour practice etc. However, when it comes to the case of termination of a daily wage worker and where the termination is found illegal because of procedural defect, namely in violation of Section 25-F of the Industrial Disputes Act, this Court is

consistent in taking the view in such cases reinstatement with back wages is not automatic and instead the workman should be given monetary compensation which will meet the ends of justice. Rationale for shifting in this direction is obvious.

24. Reasons for denying the relief of reinstatement in such cases are obvious. It is trite law that when the termination is found to be illegal because of non-payment of retrenchment compensation and notice pay as mandatorily required under Section 25-F of the Industrial Disputes Act, even after reinstatement, it is always open to the management to terminate the services of that employee by paying him the retrenchment compensation. Since such a workman was working on daily wage basis and even after he is reinstated, he has no right to seek regularization (See: State of Karnataka vs. Uma Devi (2006) 4 SCC 1). Thus when he cannot claim regularization and he has no right to continue even as a daily wage worker, no useful purpose is going to be served in reinstating such a workman and he can be given monetary compensation by the Court itself inasmuch as if he is terminated again after reinstatement, he would receive monetary compensation only in the form of retrenchment compensation and notice pay. In such a situation, giving the relief of reinstatement, that too after a long gap, would not serve any purpose.

25. We would, however, like to add a caveat here. There may be cases where termination of a daily wage worker is found to be illegal on the ground it was resorted to as unfair labour practice or in violation of the principle of last come first go viz. while retrenching such a worker daily wage juniors to him were retained. There may also be a situation that persons junior to him were regularized under some policy but the concerned workman terminated. In such circumstances, the terminated worker should not be denied reinstatement unless there are some other weighty reasons for adopting the course of grant of compensation instead of reinstatement. In such cases, reinstatement should be the rule and only in exceptional cases for the reasons stated to be in writing, such a relief can be denied.”

42. The ratio of this Judgment is recently followed by the Hon'ble Supreme Court in ***Ranbir Singh Vs Executive Engineer, PWD*** reported as **2021 SCC Online SC 670**.

43. Applying the dicta of **BSNL (Supra)** to the present case, this Court finds that the Petitioner/Bank resorted to unfair labour practice while terminating the services of the Respondent/Workman. As held by Hon'ble Supreme Court in **BSNL (Supra)**, in the cases of unfair trade practises, *'the terminated worker should not be denied reinstatement unless there are some other weighty reasons for adopting the course of grant of compensation instead of reinstatement. In such cases, reinstatement should be the rule and only in exceptional cases for the reasons stated to be in writing, such a relief can be denied'*. In the present case, there is no such exceptional circumstance which has been pointed out by the learned counsel for the Petitioner. Hence in view of the same, the Respondent is entitled to reinstatement with full back wages.
44. Thus, this Court is inclined to affirm the findings of the learned Labour Court, as mere perusal of the Impugned Award would go on to show that the learned Labour Court has examined the facts and question of law in the right perspective on the facts and evidence adduced by the parties. Hence, none of the findings as assailed in the present petition calls for any interference. The Respondent/Workman should be reinstated with full back wages.
45. This Court notes that in compliance of the order dated 05.11.2007, the Petitioner had already deposited the amount towards 100% backwages with the Registrar General of this Court. The Registry is directed to release the said deposited amount with up-to-date interest to the Respondent/Workman.

- 46.This Court further notes that the Respondent/Workman is getting payment under Section 17 B of the I.D. Act.
- 47.In view of the same, while calculating the outstanding backwages, the Petitioner/Bank is entitled to adjust the payment made under Section 17-B of the I.D. Act as well as the amount released to the Respondent/Workman by the Registry of this Court.
- 48.As an upshot of the above discussions, this Court is of the considered view that there is no perversity or infirmity in the Impugned Award. In view thereof, this Court, while exercising its jurisdiction under Article 226 of the Constitution, is not inclined to interfere with the Impugned Award.
- 49.Hence, the present writ Petition is hereby dismissed. No orders as to cost. All pending applications are also disposed of.

MARCH 28, 2023
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GAURANG KANTH, J.