

13.06.2024
Item No.40
Ct. No. 7
KS

W.P.A. 7364 of 2009

**Debranjana Dasgupta & Ors.
Versus
The State of West Bengal & Ors.**

Mr. Swarup Banerjee
Mr. Sajal Kumar Ghosh
Mr. Subham Biswas
.....For the Petitioners

1. The order of the learned Judge, 9th Industrial Tribunal dated 30th July, 2007 in Case No.02/2006 is under challenge in this writ petition. The issue in this writ petition lies in a very narrow campus. The issue is whether the petitioners are entitled to claim interests for the delayed payment as raised in the proceeding under Section 33C(2) of the Industrial Disputes Act. By the order impugned, the claim of the petitioners for payment of interests stood rejected.
2. The learned advocate appearing for the petitioners submits that the payment was made only 1st December, 2003 though the tripartite memorandum of settlement, was arrived at on 28th December, 1998.
3. The learned advocate appearing for the petitioners submits that for such delayed payment, the petitioners are entitled to interest and in support of such contention, the learned

advocate refers to the decision of the *Madras High Court* in the case of *E.I.D. Parry (India) Ltd. Vs. Industrial Tribunal & Ors.* reported at (1991) 1 LLJ 250, a decision of the Co-ordinate Bench dated 6th July, 2021 in *W.P.A. 3111 of 2016* in the case of *Kanchan Oil Industries Limited Vs. Sri Ranganath Sukla & Anr.* and a decision of the *Gujarat High Court* in the case of *Vepar Vikas Co-operative Bank Ltd. Vs. Ghanshyam Lallubhai Patel* reported at (2001) 90 FLR 186.

4. None appears for the respondents to oppose this writ petition.
5. The petitioners filed a representation before the Deputy Labour Commissioner on 23rd December, 2003 praying for payment of interests on the ground of delayed payment of amount in terms of the tripartite memorandum of settlement. Alleging inaction on the part of the said authority, the writ petitioners filed a writ petition being, W.P. No.9401 (W) 2004, which was dismissed by an order dated 26th July, 2004. The Co-ordinate Bench while dismissing the writ petition observed that if the petitioners are entitled to interests, they can insist for the same or they can take such dispute before the Labour Court and if any contrary decision in respect of the question of law, whether any interest can be paid or not is the outcome of the order either by such authority or by the Court is available, then and then alone, the writ court can interfere with the same. Thereafter, the petitioners

approached the learned Judge, 9th Industrial Tribunal and by the order impugned, the learned Tribunal rejected their prayer for interests.

6. It is not in dispute that a Tripartite Memorandum of Settlement was arrived at on 28.12.98 whereby the employer agreed to pay the writ petitioner an amount which was quantified. Record reveals that this Hon'ble Court in CRR 880 of 2003 directed the employer to pay the amount due in three installments. It is not in dispute that the amount was paid to the workman in compliance with the order of the Hon'ble High Court passed in CRR 880 of 2003.
7. The learned advocate for the petitioners could not satisfy this Court that any direction for payment of interest was passed by this Hon'ble Court while directing payment to be made. The learned Judge of the Industrial Tribunal further noted that the memorandum of settlement is also silent with regard to payment of interest on delayed payment. Since, the payment was made in compliance with the order passed by this Hon'ble Court, wherein no direction for payment of interest was passed, this Court is of the considered view that the issue with regard to payment of interests on the amounts paid in compliance with the order passed by this Hon'ble Court cannot be raised in a future litigation. This Court is, therefore, not inclined to interfere with the order impugned.

8. There is no quarrel to the proposition of law laid down in *Vepar Vikas Co-operative Bank Ltd. (supra)* that if a payment is withheld, the person, who is entitled to such payment is also entitled to grant of interest. The said decision cannot come to the aid of the petitioners as there is nothing to indicate that the payment was made in compliance with the order passed by the Hon'ble Court.
9. In *Kanchan Oil Industries Limited (supra)* the Co-ordinate Bench directed payment of interests upon arriving at a finding that the employee was deprived of the amount to which he is entitled to. The facts of the said case being distinguishable, the same is not applicable to the case on hand.
10. In *E.I.D. Parrrty (India) Ltd. (supra)* it appears that in the settlement arrived at between the parties, payment of interest was provided for, which is not the case on hand. Therefore, the said decision cannot come to the aid of the petitioners.
11. For all the reasons, as aforesaid, the writ petition fails and the same is dismissed.
12. There shall be, however, no order as to costs.
13. Urgent photostat certified copy of this order, if applied for, be furnished to the parties expeditiously upon compliance of all legal formalities.

(HIRANMAY BHATTACHARYYA, J.)