(This is the corrected copy of the order)

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

WRIT PETITION NO. 3523 OF 2024

Mansing Ramrao Patil ***....Petitioner***

: Versus :

Manugraph India Ltd. ***....Respondent***

WITH
WRIT PETITION NO. 3528 OF 2024

Anandrao Shankarrao Nimbalkar ***....Petitioner***

: Versus :

Manugraph India Ltd. ***....Respondent***

WITH
WRIT PETITION NO. 3529 OF 2024

Krishna Narayan Patil ***....Petitioner***

: Versus :

Manugraph India Ltd. ***....Respondent***

Mr. Sangramsinh Yadav *i/by. Ms. Nimisha Sharma, for the Petitioner.*

Mr. Sandeep Mutalik, *through V.C. with Mr. Sandeep Mahadik, for the Respondent.*

CORAM : SANDEEP V. MARNE, J.

Dated : 20 March 2025.

P.C. :

1) These petitions are filed by the Workmen of employer-Manugraph India Ltd. to the limited extent, the Revisional Court has

reduced the backwages from 100% to 50%. The Labour Court, by its judgment and orders dated 1 December 2022 had directed reinstatement of the Petitioners with continuity of service and full backages from the dates of termination i.e. w.e.f. 25 January 2014. The Industrial Court, in a revision filed by the employer has reduced the backwages to 50% and the Petitioners-Workmen are aggrieved by reduction of quantum of backwages.

2) I have heard Mr. Yadav, the learned counsel appearing for the Petitioners-Workmen and Mr. Mutalik, the learned counsel appearing for the Respondent-Employer.

3) Mr. Yadav would submit that the Industrial Court has recorded a perverse finding about absence of averment in the complaint that the Petitioner-Workmen were not gainfully employed after their termination. He would invite my attention to para-32 of the Complaint (ULP) No.9/2014 *(Mansingh Ramrao Patil*) to demonstrate that a specific averment was made in the complaint that the Petitioner therein remained unemployed and could not get alternate employment despite best efforts. Mr. Yadav is therefore correct in contending that the Industrial Court has erred in recording a finding of absence of pleadings about Petitioners not being gainfully employed. However, absence of gainful employment is not the only factor relevant for the purpose of determining award of backwages after termination is found to be unlawful. Award of backwages would depend on variety of factors. One of the vital factors which needs to be taken into consideration while making an Award for 100% backwages is the financial capacity of the employer to bear the same. In Writ Petition No.11924/2024 filed by Manugraph Employees Association, this Court had an occasion to deal with the issue of age of retirement of workers employed in Unit-1 of the Respondent-Employer. It is common ground

that Unit No.2 in which Petitioner-Mansingh Ramrao Patil was employed has been closed since 1 September 2020. In Unit-1, the other two workers *(Anandrao Shankarrao Nimbalkar and Krishna Narayan Patil)* were employed. So far as Unit No.1 is concerned, the employer wanted all employees to retire on attaining the age of 55 years, whereas the employees insisted that the age of retirement in various documents was indicated as 60 years. During the course of hearing of Writ Petition No. 11924/2024, this Court had noticed a voluntary separation scheme introduced by the employer under which the employer was willing to pay package representing certain percentage of wages for remainder years of service of the employees if they were to opt for voluntary retirement. After some degree of negotiations, the recognised Union-Manugraph Employees Association finally entered into settlement with the employer and consent terms were tendered. In the consent terms, the recognised Union has agreed *inter-alia* that the age of retirement of workers of Unit No.1 would be 55 years and that upon the workers retiring on attaining the age of 55 years, they would be paid 40% wages in respect of the remainder years of service if the age of retirement was to be taken as 60 years.

4) Though the above factors really do not form part of the records of the present case and though Mr. Yadav has rightly objected to the consideration thereof, in my view, this Court cannot turn a blind eye to the financial condition of the Respondent-employer who is unable to bear the burden of paying salaries of all the workers currently employed in Unit-1. This would be one of the vital factors while determining entitlement of the Petitioners to backwages upon their termination being set aside.

5) Petitioners have invoked jurisdiction of this Court under Articles 226 and 227 of the Constitution of India. In exercise of

extraordinary jurisdiction, High Court need not correct every error of law, so long as it is satisfied that the final outcome of the case is acceptable. Therefore, even if the finding of the Industrial Court about absence of pleadings relating to unemployment of the Petitioners is held to be perverse, I am not inclined to exercise my jurisdiction under Article 227 of the Constitution of India for the purpose of enhancing backwages payable to the Petitioners.

6) Consequently I do not find any reason to interfere in the impugned orders passed by the Industrial Court which ensures payment of 50% backwages to the Petitioners. It appears that the Industrial Court has awarded 50% backwages to the Petitioner-Mansing Ramrao Patil for the period from 25 January 2014 to 3 September 2020. So far as the other two Petitioners are concerned, they were apparently employed in Unit No.1 and would be governed by the settlement entered into by the recognised union. In short, they would receive 50% backwages till they attain the age of 55 years and would additionally receive the benefit of severance package as agreed in the settlement. Considering the above factors, I am not inclined to entertain the petitions. The petitions are accordingly **rejected.**

7) At this stage, Mr. Yadav would complain that even 50% backwages are not paid to the Petitioners. It is directed that if the dues arising out of the orders passed by the Industrial Court are not paid to the Petitioners within a period of two months from today, the Respondent shall be liable to pay interest at the rate of 8% p.a. on such amount from 16 January 2024 till the actual date of payment.

[SANDEEP V. MARNE, J.]

***Note :** Corrections are carried out in para-6 of the order pursuant to speaking to minutes order dated 3 April 2025. The rest of the order remains undisturbed.*