

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION**

WRIT PETITION NO. 1929 OF 2025

Motilal Oswal Home Finance
Limited and anr.

....Petitioners

: Versus :

The State of Maharashtra & Ors.

....Respondents

**ALONGWITH
WRIT PETITION (ST.) NO. 5632 OF 2025**

Abhijitsingh Sureshsingh Rajput

*....Petitioner
(Original Second Party)*

: Versus :

1. M/s. Motilal Oswal Home Finance
Ltd. and Anr.

*....Respondents
(Original First Parties)*

Mr. Padmakar S. Garad, for the Petitioner in WP-1929-2025 and for Respondents in WP(St.)-5632-2025.

Mr. Jaydeep Deo with Mr. Onkar Gawade, for Respondent No.3 in WP-1929-2025 and for Petitioner in WP(St.)-5632-2025.

Mr. S.D. Rayrikar, AGP for Respondent-State.

CORAM : SANDEEP V. MARNE, J.

Dated : 20 March 2025.

P.C. :

1) These are cross petitions filed both by the employer, as well as by the employee challenging judgment and order dated 5 October 2024 passed by the Presiding Officer, Labour Court-4, Pune. The Labour

Court has held that termination of services of the employee is illegal and has directed his reinstatement w.e.f 9 July 2021 with 50% backwages.

2) I have heard Mr. Garad, the learned counsel appearing for the employer and Mr. Deo, learned counsel appearing for the employee.

3) After having considered the submissions canvassed by the learned counsel appearing for the parties, I do not find any merit in the submission of the employer that the employee was not a '*workman*' within the meaning of Section 2(s) of the Industrial Disputes Act. No evidence was led to show that the employee was performing either managerial or supervisory duties by either writing performance reports or deciding posting of employees under his control. There is nothing to indicate that the Petitioner had power to sanction leave or take any decision relating to the working of the employees posted under him. In that view of the matter, no serious flaw can be traced in the view taken by the Labour Court that the Petitioner fits into the definition of the term '*workman*' within the meaning of Section 2(s) of the Industrial Disputes Act.

4) Coming to the termination order, it appears that the termination was stigmatic as the same was apparently effected on account of failure to achieve the monthly targets. The employer however did not follow due process of either conducting departmental enquiry or by paying retrenchment compensation to the employee. In that view of the matter, the Labour Court has rightly held termination of the employee to be illegal.

5) At the same time, it must be borne in mind that the employee had rendered only about 3 years of service with the employer.

He was appointed in service w.e.f. 18 May 2018 and came to be terminated on 13 July 2021. There has been unsavoury relationship between the employer and employee on account of pendency of litigation. It was possible for the employer to hold either departmental enquiry or to follow the provisions of Section 25F of the Industrial Disputes Act while termination of services of the Respondent. Admittedly, the same is not done. The limited issue that arises for consideration in the light of these facts is whether reinstatement of the employee would really be in the interest of the employer and employee. The Organisation in which the employee was working and the nature of his duties would enable him to secure an alternate job. In my view, therefore award of lumpsum compensation in lieu of reinstatement would offer adequate solace to the Petitioner for wrongful termination. I accordingly proceed to pass the following order :

(i) Judgment and order dated dated 5 October 2024 passed by the Presiding Officer, Labour Court-4, Pune in Reference (IDA) No.43/2022 shall stand modified to the extent that the employer shall pay to the employee, lumpsum compensation of Rs.6,00,000/- (Rs. Six Lakhs only) towards full and final settlement of his dues in respect of the services rendered with the employer.

(ii) Beyond the amount of Rs.6,00,000/-, the employee shall not be entitled to claim any further amounts from the employer in respect of his services.

(iii) The amount of compensation shall be paid by the employer to the employee within a period of 4 weeks failing which there will be interest payable at the rate of 9% p.a. on the amount of compensation.

6) With the above directions, both the petitions are **disposed of.**

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[SANDEEP V. MARNE, J.]