

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION**

WRIT PETITION NO.1488 OF 2025

B.E. Billimoria & Co. Limited

....Petitioner

V/S

Yeshvant Rajaram Rane

....Respondent

Mr. Priyank Kapadia with Mr. Aniketh Poojari *for the Petitioner.*

Ms. Rita K. Joshi (through video conferencing) *for Respondent.*

CORAM : SANDEEP V. MARNE, J.

DATE : 20 NOVEMBER 2025.

P.C.:

1. By this Petition, Petitioner challenges judgment and order dated 16 June 2022 passed by Industrial Court, Mumbai dismissing Revision Application (ULP) No.13 of 2018 and confirming the judgment and order dated 3 January 2018 passed by 4th Labour Court, Mumbai in Complaint (ULP) No.39 of 2013. In his Complaint the Respondent-Workman had challenged termination letter dated 13 December 2022. The Labour Court has declared the termination to be illegal and has directed reinstatement of the Respondent with 30% back-wages.

2. I have heard Mr. Kapadia, the learned counsel appearing for Petitioner and Ms. Joshi, the learned counsel appearing for Respondent. I have gone through the findings recorded by the Labour and Industrial Courts in their respective reasons. I have also perused records of the case filed alongwith the pleadings.

3. Respondent-workman was appointed by the Petitioner as Lift Technician vide appointment letter dated 14 February 2012. Clauses 2 and 4 of the appointment letter read thus:

“2. Your appointment is purely for Lotus Complex, Mumbai and after completion of said project your services will be terminated by us.

4. You shall be regular in attendance. If you remain absent without prior permission or sanctioned leave continuously for a period of eight days, you shall be deemed to have voluntarily abandoned the services and your name will be struck off from the muster roll. Any act or omission on your part which would be prejudicial to the interest of the Company and not in consonance with good employer and employee relations shall be considered as misconduct and/or justifiable reason for your dismissal and/or termination of service.”

4. After 10 months of service, the Petitioner terminated the services of the Respondent by letter dated 13 December 2012 which reads thus:

“As per the decision taken by the management, we are not interested to have your service in our organization, since you are unable to meet the requirement of the Project Head. Hence, we are therefore terminating your services as per your appointment letter No.BEBL/HRD/02/96 dt. 14th February, 2012 (para-4) with immediate effect and your name will be struck off from the muster roll.

Please surrender all the company properties, clear your outstanding payments & settle your full and final settlement, failing which an appropriate action will be taken at your cost and risk.”

5. Thus services of the Petitioner were terminated on the ground that he was unable to meet the requirement (expectations) of the Project Head of the Petitioner. The termination letter specifically refers to paragraph 4 of the appointment order under which services were terminable *interalia* on misconduct. Before the Labour Court, Petitioner adopted a defence that indication of paragraph 4 of

appointment order in the termination letter dated 13 December 2012 was an error and that the services were actually terminated under clause 2. The Labour Court in my view has rightly rejected the said defence as termination letter did not state that the services of the Respondent were terminated on account of completion of the project Lotus Complex.

6. Thus services of the Respondent are found to be terminated under paragraph 4 for misconduct. Admittedly no enquiry was conducted before terminating the services of the Respondent. In that view of the matter, I do not find any error on the part of the Labour Court in setting aside the termination order.

7. Labour Court has awarded only 30% backwages to the Respondent from the date of his termination of 13 December 2012. It appears that the current age of the Respondent is 61 years and therefore there is no question of his reinstatement. Therefore, the only issue that remains to be adjudicated is about the amount of backwages payable to the Respondent. Respondent was terminated on 13 December 2012 and by now period of 13 long years has passed. He worked barely for 10 months with the Petitioner. He was drawing monthly wages of about 16,000/- with the Petitioner. It appears that he was also employed previously with another establishment and litigation initiated by him complaining about his termination by the previous employer is pending before this Court. Considering the above position, in my view, it would be appropriate to award lumpsum compensation to the Respondent by substituting the order for payment

30% of backwages. Considering the facts and circumstances of the case, it would be appropriate to quantify the amount of lumpsum compensation at Rs.5,00,000/-. I accordingly proceed to pass the following order:

- i) The judgment and order dated 16 June 2022 passed by the Industrial Court and judgment and order dated 3 January 2018 passed by the Labour Court are modified to the limited extent that Respondent shall be entitled to payment of lumpsum compensation of Rs.5,00,000/- in lieu of reinstatement and backwages.
- ii) Petitioner shall pay to the Respondent lumpsum compensation of Rs.5,00,000/- within a period of four weeks. Respondent to communicate his account details to the Petitioner within a period of two weeks for payment of amount of lumpsum compensation.
- iii) Beyond the lumpsum compensation so awarded, Respondent shall not be entitled to any other service related benefits from the Petitioner.

8. With the above direction, the Petition is partly allowed and disposed of. No order as to costs.

(SANDEEP V. MARNE, J.)

Digitally
signed by
SUDARSHAN
RAJALINGAM
KATKAM
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