



**CM-6800-CWP-2025 in/and
CWP-7581-2017 1**

**IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH**

(106+223)

**CM-6800-CWP-2025 in/and
CWP-7581-2017
Date of Decision : May 06, 2025**

Anil Kumar (deceased through LR's)

.. Petitioner

Versus

**Industrial Tribunal Jalandhar through its Presiding Officer
and another**

.. Respondents

CORAM: HON'BLE MR. JUSTICE HARSIMRAN SINGH SETHI

Present: Mr. Parvinder Singh, Advocate, for the petitioner.

Ms. Anamika Sharma, Advocate, and
Mr. Vikas Singh, Advocate, for respondent No.2.

HARSIMRAN SINGH SETHI J. (ORAL)

CM-6800-CWP-2025

Present application has been filed for impleading legal representatives of the petitioner, who unfortunately died on 11.12.2022, during the pendency of the writ petition.

Notice of the application to the counsel opposite.

Ms. Anamika Sharma, Advocate, accepts notice on behalf of respondent No.2. She raises no objection for the grant of prayer as raised in the present application.

Keeping in view the averments made in the application, which are duly supported by an affidavit, present application is allowed. Legal representatives of the petitioner, the details of whom are given in para 2 of the application, are allowed to be impleaded in the present writ petition and



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the amended memo of parties attached with the present application is taken on record.

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1. In the present writ petition, the grievance being raised by the petitioner is that the services of the petitioner were terminated which termination was challenged by the petitioner by filing CWP No.16738 of 1991, which petition came to be decided by the Coordinate Bench of this Court on 20.03.2012 (Annexure P-1) and the order terminating the services was quashed and the writ petition was allowed with the cost of Rs.5,000/-. Further, the petitioner was held entitled for all the benefits as he was on duty and in case, he had attained the age of superannuation, the superannuatory benefits were to be given within a period of eight weeks along with interest @ 6% per annum from the respective dates when the amount became due. As the respondents paid the amount but, on the back wages, the interest was not paid and the interest was only paid on the retiral benefits.

2. Feeling aggrieved, the petitioner filed an application under Section 33-C (2) of the Industrial Disputes Act, 1947 for computing the entitlement of the petitioner under the orders passed by this Court and ultimately, the Labour Court came to the conclusion that the interest is only available on the retiral benefits and not on the back wages. The said Award passed by the Labour Court dated 03.11.2016 (Annexure P-8) is under challenge in the present writ petition.

3. Learned counsel for the petitioner submits that once the interest was granted, the same has to be interpreted in a harmonious manner that the



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petitioner does not suffer any prejudice. In order to compensate the petitioner, for not getting the amount on due dates, the interest was given and keeping in view the language of the order, the interest was to be given from the dates the amount became due. As the amount of the salary became due on different dates, the word “dates” was mentioned in the order dated 20.03.2012 (Annexure P-1) and in case, the interpretation of the respondents or the Labour Court is to be accepted that no interest was to be paid on back wages then the word “dates” was not required to be mentioned as the date of superannuation is fixed.

4. Learned counsel appearing on behalf of respondent No.2 submits that once an interpretation has been given by the Labour Court, the same needs to be accepted.

5. I have heard learned counsel for the parties and have gone through the record with their able assistance.

6. The factual avements, which have been recorded hereinbefore, are not disputed. The benefit of being treated on duty along with cost of litigation and interest was granted by this Court. The same is being interpreted that the interest was only granted on the retiral benefits and not on the back wages. The harmonious reading of the order would show that the order of termination was set aside with costs and the petitioner was directed to be treated on duty for all intents and purposes.

7. Once the interest was granted, the same has to be treated towards the back wages as well as on the retiral benefits. The interpretation being given by the Labour Court in the Award dated 03.11.2016 (Annexure P-8) is not correct. In case, after harmonious reading of the order, in case



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any benefit is to be given, the same has to be given keeping in view the intention of the Court under which the order was passed and as Coordinate Bench of this Court held the termination bad and granted interest, the same has to be read upon the back wages as well.

8. Keeping in view the above, the order passed by the Labour Court dated 03.11.2016 (Annexure P-8) is set aside. The petitioner is held entitled for interest on the back wages at the rate given by the Coordinate Bench of this Court while passing order dated 20.03.2012 (Annexure P-1). Let the said interest be paid to the petitioner within a period of eight weeks from the date of receipt of copy of this order.

9. The present writ petition is allowed in above terms.

May 06, 2025
harsha

(HARSIMRAN SINGH SETHI)
JUDGE

Whether speaking/reasoned : Yes
Whether reportable : No