

Sayali

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

WRIT PETITION NO.3509 OF 2024
WITH
WRIT PETITION NO.3520 OF 2024
WITH
WRIT PETITION NO.3555 OF 2024
WITH
WRIT PETITION NO.3564 OF 2024
WITH
WRIT PETITION NO.3511 OF 2024

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Tapi Sahakari Patpedhi Ltd Thr. Its
Manager M. Bharambe ... Petitioners
V/s.
Dhanashree M. Chaudhari ... Respondents

Mr. Tejas Dande with Mr. Bharat Gadhavi, Trushna
Shah and Mr. Vinayak Shelar i/b Shama Mulla, for
Petitioner in all petitions.

Ms. Rita K. Joshi, through VC with B. A. Moughal, for
Respondents in all petitions.

CORAM : AMIT BORKAR, J.

DATED : APRIL 17, 2026

P.C.:

1. The present petitions call in question the judgment and order dated 14th August, 2023, rendered by the Member, Industrial Court, Thane, whereby the petitioners have been held to have engaged in unfair labour practices falling under Item Nos. 9 and 10 of Schedule IV of the MRTU and PULP Act. By the

said order, the petitioners have further been directed to cease and desist from continuing such unfair labour practices.

2. By the same impugned judgment and order, the petitioners have also been directed to pay the amounts specified in Clause 3 thereof, and in addition, to pay wages for the relevant period as set out in Clause 4 of the operative part of the order.

3. During the pendency of the present petitions, the petitioners have placed on record an affidavit stating their intention to deposit the amounts as directed by the Industrial Court in the manner set out in paragraph no. 2 of the said affidavit. As per the said paragraph, an amount of Rs. 1,00,000/- was initially proposed to be deposited on or before 01st June, 2026. It is, however, stated that the said amount shall now be deposited on or before 02nd July, 2026, and the balance amount of Rs. 74,740/- shall be deposited on or before 03rd August, 2026.

4. It is further noted that the petitioners have not specified the component of interest payable under Clause 3 of the impugned order. Accordingly, the petitioners shall also deposit the amount towards interest, as contemplated under Clause 3, on or before 03rd August, 2026.

5. In so far as Clause 4 is concerned, this Court finds that the finding recorded by the Industrial Court in paragraph no. 16 does not appear to be supported by the material which was placed before it. The Industrial Court has proceeded on an assumption

that the entries showing credit of salary for the period from November 2019 to January 2020 are only paper entries and not real payments. It has further observed that though amounts are shown as credited, the respondents were not in a position to withdraw the same. The extract clearly bears the name of the respondent and reflects not only the credit of the amounts but also subsequent withdrawals. Once there is a record of withdrawal, it becomes difficult to accept that the entries were merely notional or only for record purpose. The Industrial Court has not dealt with this part of the document in proper manner. There is no discussion as to why the withdrawals shown in the account extract should be disbelieved.

6. It is also required to be noted that the burden to show that the entries are fictitious or that the workman was prevented from withdrawing the amount would lie on the party making such allegation. Except making a general observation, no supporting material is referred to by the Industrial Court. There is also no indication that the bank account was under any control of the employer after the amount was credited. In normal course, once salary is deposited in the account of the employee, the employer loses control over the same.

7. Further, the reasoning given by the Industrial Court does not consider the ordinary banking conduct. If the account extract shows debit entries corresponding to withdrawal, it prima facie indicates that the amount was available to the account holder

and was in fact utilized. Ignoring such entries without adequate explanation renders the finding unsafe. The adjudication therefore suffers from non-consideration of relevant material and reliance on assumptions. For this reason, the conclusion that the petitioner has failed to pay wages for the said period cannot be sustained on the present record. Consequently, the liability imposed under Clause 4 of the operative part loses its foundation and cannot be upheld.

8. In view of the petitioners having undertaken to comply with Clause 3 of the impugned order, the affidavit dated 25th March, 2026 filed in each of the petitions is accepted as an undertaking to this Court. In that view of the matter, no further adjudication survives in the present petitions, and the same are accordingly disposed of.

9. Till 11th August, 2026, the criminal proceedings initiated for execution of the impugned award shall remain stayed.

10. However, for the limited purpose of monitoring compliance, all the petitions shall be listed under the **caption “Compliance” on 10th August, 2026.**

(AMIT BORKAR, J.)