

(1975) 10 SC CK 0020

In the Supreme Court Of India

Case No : Civil Appeal No. 2166 of 1969

Central Bank of India Ltd.

APPELLANT

Vs

Sisir Kumar Shaw

RESPONDENT

Date of Decision : 08-10-1975

Acts Referred:

Industrial Disputes Act, 1947 — Section 33C(2)

Citation : AIR 1976 SC 929 : (1975) 31 FLR 340 : (1976) LabIC 625 : (1976) 1 LLJ 90 : (1976) 2 SCC 859 : (1975) 7 UJ 888

Hon'ble Judges : P. K. Goswami, J;N. L. Untwalia, J;A Alagiriswami, J

Bench : Full Bench

Final Decision : Dismissed

Judgement

A. Alagiriswami J

1. The respondent was working as a clerk in the Calcutta Office of the Central Bank of India and performing the duties of the Clearing House representative on behalf of the bank. He claimed that in accordance with the terms of the bipartite settlement dated 19th October, 1966 he was entitled to the special allowance fixed for special assistants and claimed a sum of Rs. 5013.01 for the period from 1st July 1966 to 30th April 1969. The appellant Bank denied that the respondent was a special assistant or that his duties at the clearing House involved duties listed in respect of the category of special assistants. The Central Government Labour Court Calcutta allowed the respondent's application filed u/s 33C(2) of the Industrial Disputes Act. This appeal has been filed in pursuance of special leave granted by this Court.

2. In order to understand the point implied in this case it is not necessary to refer to the details of the Sastry Award of 1953 or the Desai Award which ceased to apply in the year 1966. The bipartite agreement referred to earlier was entered into between the parties thereafter. Paragraph 5.2 of that agreement deals with the special allowance payable to the clerical staff. Twenty categories are listed under this and category (six) is "special Assistants". In Paragraph 5.6

of that agreement the special allowance provided for under paragraph 5.2 is said to be intended to compensate a workmen for performance or discharge of certain additional duties and functions requiring greater skill or responsibilities, over and above the routine duties and functions of a workmen in the same cadre. The additional duties and functions involving greater skill or responsibility which would entitle a workman to a special allowance, are more particularly enumerated, for such category of workmen, in Appendix B. In that Appendix the portion relevant for our purpose is the following:

- (i) ...
- (ii) Signing vouchers, cheques, drafts, pay orders, advices, bill schedules, statements, certificates, etc;
- (iii) Checking all vouchers, advices statements, bill returns, books of accounts, etc.,
- (iv) ...

The Labour Court noted from the respondent's evidence this his duties as the Clearing House representative included (i) receiving of cheques, (ii) posting of cheques in sheets supplied by the Central Bank of India Ltd., (iii) comparison of total in sheets with the books of the Bank mentioned in the sheets, (iv) scrutinising of vouchers received along with cheques, (v) corporation of debit and credit clearing vouchers for submission to the Reserve Bank, and (vi) attending the duties at Special Clearings on behalf of the Bank Exhibit 5 is one of the sheets in which posting was made by the respondent. Exhibits 6 and 7 are the debit and credit slips or vouchers prepared by him. He also prepared the debit and credit statements like Exhibits 9 and 10.

3. Now the procedure in the clearing house appears to be this: Each bank sends a representative to the clearing house which is maintained by the Reserve Bank of India with all the cheques paid into it by its customers and drawn on various other banks. They also send their books for this purpose and send vouchers along with the cheques. In the clearing house they receive the cheques drawn by various persons on their Bank but paid into their accounts in other banks. Therefore, Exhibit 5 gives an idea of the cheques delivered by the Central Bank of India on 6-5-1969 on the left hand column and the cheques received by it on the right hand column. When the clearing house on representative of the Central Bank of India goes to the clearing house he should have had the left hand column filled up and thereafter on receiving the various cheques from other banks and checking them up with the books from those banks brought by the clearing house representatives of those banks as also the vouchers brought by them make the entries on the righthand side of Exhibit 5 On that day the Central Bank of India delivered cheques worth Rs. 1,68,31,043.50 and received cheques worth Rs. 189,31,205.26. Therefore it had to pay Rs. 29,00,161.76. On the same day in the Special Clearing House the Central Bank of India delivered cheques worth Rs. 4,43,233.67 and received cheques worth Rs. 1,51,396.77. There was

therefore a credit of Rs. 2,91,836.90 in favour of the Central Bank of India and clearing receipt thereof is Exhibit 6 Exhibit 7 shows the clearing house receipt in favour of the Reserve Bank of India of Rs. 2900161.76 to which we referred earlier. Exhibits 9 and 10 are authorisations to either debit or credit the account of the Central Bank of India in respect of the same just row mentioned. A mere mention of the duties of the clearing house representative will show how important his duties are Rule 12(a) of the Calcutta Clearing House Rules provide:

Each Member bank shall be represented in the Clearing House by a competent clerk who shall deliver and receive the documents coloured. One or more assistant clerks shall also attend, when required, so that there may be no delay in closing the clearing.

4. Now clearly what the respondent was doing amounts to checking of vouchers, statements and signing vouchers. Admittedly in order to be entitled to the special allowance one need not do all the duties mentioned in Appendix B. The evidence of Mr. B.B. Ojha. witnesses No. 2 who was in charge of the clearing department of the Central Bank of India also shows that the respondent did the comparison and checking. It is unnecessary to do anything more. These facts establish that the respondent was discharging additional duties and functions requiring greater skill or responsibilities, over and above the routine duties and functions of a workmen in the same cadre as required under paragraph 5.6. of the bipartite agreement in accordance with Appendix 'B' to the agreement.

5. There is some slight difficulty in interpreting the term "special Assistant". It appears that there is a category of persons called special assistants. They also get the special allowance mentioned in paragraph 5.2 if they do any of the duties mentioned in Appendix 'B'.

6. Paragraph 5.6 which is general in terms does not refer to a special assistant alone being entitled to special allowance. It is obvious from a reading of that paragraph that all workmen are entitled to special allowance provided they discharge certain additional duties and functions requiring greater skills or responsibilities over and above routine duties and function of a workmen in the same cadre mentioned in Appendix B. The fact that the respondent was not called a special Assistant does not make any difference to this situation.

7. Another point raised on behalf of the appellant was that this application cannot be mentioned u/s 33C(2). We are of opinion that this contention is wholly without merit. What the labour Court was doing was to interpret the terms of the bipartite agreement and that it is entitled to do under that section.

8. The appeal is, therefore; dismissed with costs.