
(1969) 08 MAD CK 0018
In the Madras High Court

K.M. Mohammad Abdul Kader Firm

APPELLANT

Vs

Labour Court and Another

RESPONDENT

Date of Decision : 12-08-1969

Acts Referred:

Constitution of India, 1950 — Article 136, 226, 36
Industrial Disputes Act, 1947 — Section 33C
Payment of Wages Act, 1936 — Section 15, 2

Citation : (1971) 2 LLJ 130

Hon'ble Judges : Ismail, J

Bench : Single Bench

Judgement

Ismail, J.—The second respondent herein was an employee of the petitioner from March, 1946 to February, 1966, working as a gumastha.

On 19th February, 1966, he filed a petition before the Labour Court, Madurai, u/s 33-C(2) of the Industrial Disputes Act, 1947, hereinafter

referred to as the Act. The 2nd respondent claimed in that petition that the petitioner was paying bonus of seven months' salary for each year, one

month's salary representing "Ramzan bonus" and six months' salary representing "ordinary bonus" and he had received this customary bonus upto

1953, "but from 1953 upto February, 1966, for 12 years, the bonus amount has been credited in the name of the petitioner (2nd respondent in this

writ petition)", and the petitioner stated that it had advanced to the 2nd respondent a sum of Rs. 2,454.54. The second respondent also claimed

salary for 4½ months at Rs. 100 per month amounting to Rs. 450 and a further sum of Rs. 2,100 as retirement benefit. The petitioner herein

contested the claim of the 2nd respondent and contended that no such bonus was paid by the petitioner or was payable by the petitioner to the

2nd respondent. The Labour Court by its order dated 3rd April, 1967, made in C.P. No. 43 of 1966 overruled the case of the petitioner with

regard to the bonus and directed payment of a sum of Rs. 5,945.46 to the 2nd respondent herein. This sum was arrived at on the basis of seven

months' salary as bonus for each year for a period of 12 years and after deducting therefrom the sum of Rs. 2,454.54 debited against the 2nd

respondent. At the same time, the Labour Court rejected the claim of the 2nd respondent for the payment of salary for 4½ months as well as the

retirement benefit of Rs. 2,100. It is to quash this order of the Labour Court the present writ petition has been filed under Article 226 of the

Constitution of India.

2. Mr. V.K. Thiruvengkatachari, learned Counsel for the petitioner, put forward the following contentions in support of this writ petition. The first

contention is that the conclusion of the Labour Court that seven months' salary as bonus was payable by the petitioner as customary bonus to the

2nd respondent and it formed an implied condition of contract of service and therefore for the 12 years in question the said amount was payable to

the 2nd respondent is one not supported by any evidence and which no reasonable person would come to. As a part of this submission, the

learned Counsel also contended that the computation of the amount of bonus itself is wrong, because the 2nd respondent himself admitted in his

evidence that he had received Ramzan bonus for the 12 years in question and it is only the other six months' pay as bonus which he did not

receive, but the Labour Court proceeded on the basis that the entire seven months' bonus for each of the 12 years was payable by the petitioner

to the 2nd respondent. The second contention is that this petition u/s 33-C(2) of the Act was not maintainable before the Labour Court, because a

petition based only on a settlement or award or a relief under the provisions of Chapter V-A can be preferred u/s 33-C(2) and not a petition

based on any other benefit which a workman may claim. The third contention is that, in any event, the claim is barred by limitation because the

Labour Court has no jurisdiction to award any amount, the claim of which would have been barred by limitation, if it is made either in a civil court

or before a forum created by a particular statute. I shall deal with these contentions seriatim.

3. Before I take the main part of the first contention, I may point out that there is absolutely no dispute about the fact that the order of the Labour

Court is liable to be quashed for two reasons. In the first place, as pointed out by the learned Counsel for the petitioner and as conceded by the

learned Counsel for the 2nd respondent also, the 2nd respondent had admitted that he had received one month's bonus as Ramzan bonus for all

the 12 years in question and even according to him only six months' pay as bonus for each of the 12 years was payable. On the other hand, the

Labour Court proceeded on the basis that seven months' pay as bonus for each of the years was payable and this conclusion is patently erroneous

on the part of the Labour Court. Secondly, the 2nd respondent himself in his evidence before the Labour Court stated that he became a gumastha

of the petitioner in 1946 and for 11 years he was doing duties just like the petitioner on a salary of Rs. 35 to Rs. 40, in 1946, which was raised

subsequently. Therefore, even on the basis of the allegation of the 2nd respondent that he was entitled to bonus for a period of 12 years from

1953, calculated at the rate of six months' salary for each year, the Labour Court ought to have found out the salary received by the 2nd

respondent for each of the years from 1953 to 1965 and then calculated the bonus, and should not have adopted a flat rate of Rs. 100 per month,

as if the 2nd respondent's salary from 1953 upto 1966 was uniformly Rs. 100 per month, which is not the case of even the 2nd respondent. On

this ground, the order of the Labour Court has to be quashed. But if the order is to be quashed on that basis, I shall have necessarily to direct the

Labour Court to recompute the benefit in terms of money receivable by the 2nd respondent after considering the actual salary received by the 2nd

respondent from 1953 to 1966. Further, the argument of the learned Counsel for the petitioner being that there is no evidence whatever to support

the claim for bonus itself, I shall have to deal with that contention, since in the event of my accepting that contention, the question of the Labour

Court recomputing the benefit receivable by the 2nd respondent will not arise. Therefore, I shall take up the main part of the first contention of the

learned Counsel for the petitioner.

4. I have already referred to the fact that in the claim preferred by the 2nd respondent, his positive case was that it was usual for the petitioner to

pay seven months" salary as bonus for each year including the Ramzan bonus and such a payment has been made upto 1953 and only from 1953

onwards the amount was credited in the name of the 2nd respondent as bonus but was not actually paid to the 2nd respondent. This case was not

at all established before the Labour Court. I may point out straightaway that it was not the case of the 2nd respondent that he had received bonus

prior to 1953 and subsequent to 1953 the petitioner declined to pay bonus and therefore he preferred the claim for payment of bonus. On the

other hand, the positive and specific case of the 2nd respondent was that from 1953 upto 1966 his account was credited with the bonus but the

amount was not actually paid to him. The Labour Court has not found anywhere in its order that this case of the 2nd respondent was made out.

Nowhere the Labour Court finds that in the account books of the petitioner, the 2nd respondent was credited with the six months" pay for each

year as bonus. On the other hand, the order of the Labour Court indicates that it proceeded on the basis that after 1953 the amount was not

credited as bonus in the name of any of the individuals, but the workers were "allowed to draw certain amounts from the petitioner. The Labour

Court states:

If the management instead of crediting the amount as bonus adopts some other method of payment arbitrarily and unilaterally, the employee cannot

for that reason be denied the right to which he is legally entitled. Customary bonus, in other words, is an implied condition of contract of service.

The petitioner had been admittedly in service from 1946, and he had been paid the customary bonus at 7 months" wages all along. The practice

was indisputably to pay one month"s wages during Ramzan and credit the amount in his account and to pay the accumulated sum as and when the

need for money arose. How can an employee be expected to know that this practice of crediting the amount was discontinued from 1953? If the

management takes it into its head not to credit the amount as bonus, but on the other hand goes on making payments as advances and refrains from

making any claim or adjusting the amounts so advanced, it must be presumed that the same practice continued. It will be apparent "from some

instances pointed out by the petitioner that after 1953, the practice was modified into one of making payments to the employees but never

adjusting the accounts out of the salary or wages payable and that no steps to recover the same was taken at any time.

After making this general statement, the Labour Court refers to certain specific cases of the employees who were allowed to overdraw from the

petitioner and whose overdrawal was subsequently written off or remained as debits against the persons concerned. On the basis of the entries in

the account books relating to overdrawals by certain employees, the Labour Court comes to the conclusion that the said overdrawals evidently

represented the money which the petitioner owed to the various employees by way of bonus. Here again, it is relevant to point out that the Labour

Court does not refer to the accounts of the petitioner relating to the 2nd respondent himself and does not come to any conclusion with regard to

the claim of the 2nd respondent on the basis of the 2nd respondent's account in the books of the petitioner. Apart from this, the portion of the

order which I have extracted already constituting the basis or the ground for the Labour Court coming to the conclusion that the 2nd respondent

was entitled to the bonus, clearly shows that the inference is merely a surmise and conjecture and not a conclusion or finding based on any

evidence. In the first place, the Labour Court assumes that the practice of paying customary bonus was discontinued and a different practice was

adopted by allowing the employees to overdraw from the petitioner and then refraining from making any claim or adjusting the amounts so

advanced. As far as this assumption is concerned, it is not only not warranted by any evidence on record, but is also totally opposed to the

evidence let in on behalf of the 2nd respondent himself. One Raju Naidu, who was writing accounts of the petitioner for some time was examined

as the second witness for the worker and he had clearly stated in his evidence that for the advances received by the 2nd respondent, the petitioner

had recovered the same from him as per the accounts and deducted from his pay at Rs. 5 per month and that may be seen from page 31 of exhibit

M-26. He has also stated that there was a debit of Rs. 2,454 against the 2nd respondent and that debit was not a single item of debit but was

made up of a series of debit items spread over a number of years when he was in service. Consequently, the conclusion of the Labour Court that

the petitioner had allowed the employees to withdraw amounts from the petitioner and refrained from making any claim or adjusting the same is not

borne out by the evidence, but is directly opposed to the evidence of W.W. 2. Secondly, the assumption of the Labour Court that an employee cannot be expected to know that this practice of crediting the amount was discontinued from 1953, is not warranted, in the circumstances of this case. The 2nd respondent himself was working as a gumastha and W.W. 2. Raju Naidu was an account-writer of the petitioner from 1942 to 1965. After making exhibits M-18 to M-27 being the Kurippus from 1955-56 to 1964-65, he (W.W. 2) stated in his evidence that in none of those, six months" bonus is credited in claimant"s name and no worker had been given six months" bonus and it is not the practice to give six months" pay as bonus and from 1955 till the date he was giving evidence he had been paid only one month"s pay as bonus. In the teeth of this evidence of W.W. 2, which was not at all referred to by the Labour Court, it is rather surprising that the Labour Court should have come to the conclusion that the employees were not expected to know that the practice of crediting the amount was discontinued from 1953, but the employees were allowed to draw amounts from the petitioner without making any claim with reference thereto or adjusting the same. Thirdly, nowhere the Labour Court comes to the conclusion that there was any credit entry in favour of any of the employees representing the six months" pay or seven months" pay for each year, though not entered as bonus. On the other hand, it is admitted before me that the various amounts said to have been allowed to be drawn by the different employees by the petitioner do not support the claim of the 2nd respondent that those amounts represented the seven months" pay as bonus for each year which the petitioner was paying its employees, since at no particular point of time there is a correlation between the said amounts and the bonus payable if the case of the second respondent was true. Consequently, I am of the opinion that the conclusion of the Labour Court that the 2nd respondent was entitled to the. bonus as an implied condition of contract of service is a conclusion not supported by any evidence on record, and, on the other hand, is opposed to the evidence available.

5. Mr. K.V. Sankaran, learned Counsel for the 2nd respondent, did not contest this position. On the other hand, the learned Counsel contends

that there is enough material on record, not referred to by the Labour Court from which it can be seen that the practice of payment of seven

months" pay as bonus was prevalent and therefore the 2nd respondent was entitled to receive the same. For this purpose, the learned Counsel

contended that even though the Labour Court had not referred to those pieces of evidence, it is open to this Court to go into all these pieces of

evidence and to find out whether with reference to those pieces of evidence the conclusion or finding of the Labour Court can be said to be

supported by evidence or not supported by any evidence on record. I am unable to agree with this contention. Once the Labour Court had

referred to the evidence placed before it and on the basis of that evidence comes to a conclusion and if this Court comes to the conclusion that the

finding arrived at by the Labour Court is not supported by that evidence, it is not open to the 2nd respondent to support the finding of the Labour

Court with reference to some other material not at all patent on the record, and not referred to by the Labour Court, whose attention was probably

not drawn to the same. Mr. K.V. Sankaran for this purpose relied on the decision of the Supreme Court in *Powari Tea Estates v. Barkataki*

[1964] 31 F.J.R. 395. The Supreme Court in that case took the view that a decision reached by the Labour Court could be justified on another

ground to which the Labour Court has not referred, but which is patent on the record. That was a case where the order of the Labour Court was

the subject-matter of appeal before the Supreme Court under Article 36 of the Constitution of India and the Supreme Court took the view that a

respondent is entitled to support the order appealed against on grounds which were not accepted by the Labour Court or on other grounds which

might not have been taken notice of by the Labour Court, while they were patent on the face of the record. This position is made clear by the

Supreme Court itself in *Northern Railway Co-operative Credit Society Ltd. v. Industrial Tribunal, Jaipur* [1967] 31 F.J.R. 511. Really speaking,

the Supreme Court was applying the provisions of Order XLI, Rule 22 of the CPC to an appeal under Article 136 of the Constitution of India,

since there was no express provision made in the rules relating to appeals under Article 136 of the Constitution and it would be just and equitable

to apply the provisions contained in Order XLI, Rule 22 of the Code of Civil Procedure, to such an appeal also. But, these decisions certainly do

not establish the proposition that if the conclusion of a Labour Court or a Tribunal with reference to the evidence referred to by it cannot be

sustained, the same conclusion can be supported or maintained by a respondent in a petition for the issue of a writ of certiorari, with reference to

the other materials on record which were not considered or not referred or dealt with by the Labour Court or the Tribunal. Consequently, the

conclusion is irresistible that the finding of the Labour Court that the 2nd respondent was entitled to any customary bonus as an implied condition

of contract of service at the rate of seven months' pay for each year from 1953 to 1966 is one not supported by any evidence and therefore is

liable to be quashed.

6. As far as the second point is concerned, the learned Counsel contended that the Supreme Court has nowhere held that the scope of Section 33-

C(2) of the Industrial Disputes Act, 1947, is so wide as to include within itself any benefit a workman is entitled to under any other statute or even

under a contract. For this purpose, the learned Counsel invited my attention to the observations of the Supreme Court in *Bombay Gas Co. v.*

Gopal Bhiwa [1963] 25 F.J.R. 179, to the effect:

The proceedings contemplated by Section 33-C(2) are, in many cases, analogous to execution proceedings, and the Labour Court which is called

upon to compute in terms of money the benefit claimed by an industrial employee is, in such cases, in the position of an executing Court; like the

executing Court in execution proceedings governed by the Code of Civil Procedure, the Labour Court u/s 33-C(2) would be competent to

interpret the award on which the claim is based, and it would also be open to it to consider the plea that the award sought to be enforced is a

nullity.

On the basis of the above observations, the learned Counsel contended that there is a correlation between Section 33-C(1) and Section 33-C(2)

and Section 33-C(2) will be applicable only for the purpose of computing the benefit in terms of money, with reference to a claim based on

settlement or award or under the provisions of Chapter V-A of the Act, referred to in Section 33-C(1) of the Act. The learned Counsel further

relied on the observation of the Supreme Court in *Central Bank of India Ltd. v. Rajagopalan* [1963] 25 F.J.R. 44, to the effect:

...but it is possible that claims not based on settlements, awards or made under the provisions of Chapter V-A, may also be competent u/s 33-

C(2) and that may illustrate its wider scope.

The contention of the learned Counsel is that the Supreme Court merely indicated the possibility of the scope of Section 33-C(2) being wider than

that of Section 33-C(1) of the Act, but did not positively state what are the other benefits, apart from those mentioned in Section 33-C(1) of the

Act that will come within the scope of Section 33-C(2) of the Act. As far as I am concerned, in view of two Bench decisions of this Court, it is not

possible for me to accept this contention of the learned Counsel.

7. In *Daniel Dorairaj v. Buckingham & Carnatic Mills Co. Ltd.* [1963] 27 F.J.R. 476, a Bench of this Court pointed out that the scope of Section

33-C(2) of the Industrial Disputes Act is wider than that of Section 33-C(1) and the rights conferred under the former exist in addition to any other

mode of recovery which a workman has under the law and therefore good attendance bonus payable under the terms of an award made by an

arbitration and made a decree of Court under the Indian Arbitration Act, 1940, could be claimed by filing an application u/s 33-C(2) of the Act,

since such claim would relate to the terms and conditions of employment and would not be extraneous thereto.

8. In *Lenox Photo Mount Manufacturing Co. v. Labour Court* 1965 I.L.J. 423, another Bench of this Court took the view that even a claim for

arrears of salary will fall within the scope of Section 33-C(2) of the Act. The learned Judges observe:

Apart from that, in our view, there is no reason to limit the scope of the word "benefit" in Section 33-C(2). If Sub-section (2) is, as has been held

by the Supreme Court, of a wider scope than Sub-section (1) of Section 33-C, the word "benefit" as it seems to us, would include also benefits,

expressed or otherwise, in terms of money but requiring computation. The word "computed" is not to be understood only as involving a complex

process of arithmetic or calculation. If, for instance, a workman claims salary at a particular rate per month and on that basis makes a claim for

arrears of salary, we do not see why it is not a benefit which can be computed in terms of money.

In view of these two Bench decisions of this Court which are binding on me, I am unable to accept the contention of the learned Counsel that the

claim for bonus as constituting part of the salary or wages of the 2nd respondent

could not be recovered by a petition u/s 33-C(2) of the Act.

9. With regard to the third contention, the learned Counsel for the petitioner relied on the provisions contained in Section 15(2) of the Payment of

Wages Act, 1936, and certain decisions of the Judicial Committee as well as this Court. Section 2(vi) of that Act, defining "wages" states that the

said expression under the said Act will include any additional remuneration payable under the terms of employment whether called a bonus or by

any other name. Section 15 of the Act enables an employed person to file an application to the authority appointed under the Act for a direction

where any deduction has been made from the wages of the employed person or any payment of Wages has been delayed. But Section 15(2)

contains a proviso that every such application shall be presented within twelve months from the date on which the deduction from the wages was

made or from the date on which the payment of the wages was due to be made, as the case may be. However, it also gives power to the authority

concerned to condone the delay, if the person satisfies that he had sufficient cause for not making the application within the prescribed period. On

this basis, the contention of the learned Counsel is that when the bonus is part of the wages and therefore could be recovered u/s 15(2) of the

Payment of Wages Act, 1936, and when the 2nd respondent resorts to the Labour Court u/s 33-C(2) of the Act, that period of limitation must

apply. Reliance was also placed on the judgment of the Judicial Committee in *Ramdutt Ramkissendass v. F.D. Sassoon and Co.* 56 I.A. 128,

where the Judicial Committee observed:

Although the Indian Limitation Act does not in terms apply to arbitrations, they think that-in mercantile reference of the kind in question it is an

implied term of the contract that the arbitrator must decide the dispute according to the existing law of contract, and that every defence which

would have been open in a Court of law can be equally proposed for the arbitrator's decision unless the parties have agreed (which is not

suggested here) to exclude that defence. Were it otherwise a claim for breach of a contract containing a reference clause could be brought at any

time, it might be twenty or thirty years after the cause of action had arisen although the legislature has prescribed a limit of three years for the

enforcement of such a claim in any application that might be made to the law

courts.

Similarly, reliance was also placed on the decision of the Judicial Committee in *Hansraj Gupta v. Official Liquidators, Dehra Dun Mussoorie*

Electric Tramway Co. 60 I.A. 13. That case was concerned with an application made u/s 186(1) of the Indian Companies Act, 1913, by Official

Liquidators. The Judicial Committee pointed out that the amount which the Official Liquidators sought to recover by the application u/s 186 of that

Act must be "money due" within the meaning of that section and if that was not so due, then the section had no application and the Court would

have had no power to make the order which it made. In this context, the Judicial Committee observed:

In this country it is difficult to conceive a case in which, so far as limitation is concerned, the section should so operate as to deprive a man of a

defence to a claim made by the liquidator which would have been effective against the same claim brought against him by an action in the

company's name.

Whether, in view of the particular terms of the Indian Limitation Act already referred to, such a case could happen in India depends upon the

meaning to be attributed to the words in the section "any money due from him or from the estate of the person whom he represents to the

company". And their Lordships are satisfied that the position in this respect is, in India, the same as in this country, for the reason that in view of the

place and context in which these words are found, they must be "confined in their Lordships" judgment to money due and recoverable in a suit by

the company, and they do not include any monies which at the date of the application under the section could not have been so recovered.

Then, reliance was also placed on a decision of a Bench of this Court in *Vyrvan Chetty v. Srimath Deivasikamani Nataraja Desikar* ILR 39 Mad

939, wherein it was held that in a suit by a lessor for rent, it is not open to the lessee to set up by way of equitable set-off an unliquidated claim for

damages which was barred at the date of the suit.

10. However attractive and plausible this argument may be, in view of certain decisions of the Supreme Court, I am of the view that the same is not

available to the petitioner in this case. In *Bombay Gas Co. v. Gopal Bhiva* [1963] 25 F.J.R. 179, referred to already, the Supreme Court had

occasion to consider whether Article 181 in Schedule I of the Limitation Act would apply to an application u/s 33-C(2) of the Industrial Disputes

Act. The Supreme Court pointed out that Article 181 of the Limitation Act applies only to applications which are made under the CPC and so its

extension to applications made u/s 33-C(2) of the Industrial Disputes Act would not be justified.

11. In *Town Municipal Council, Athani v. Labour Court, Hubli* [1969] 36 F.J.R. 177, the Supreme Court considered an argument that Article 137

of the Schedule to the Limitation Act, 1963, will apply to an application made u/s 33-C(2) of the Industrial Disputes Act. The Supreme Court

relied on the earlier decision of that Court in *Bombay Gas Co. v. Gopal Bhiva* [1963] 25 F.J.R. 179, and held that that decision applied

notwithstanding the slight difference in the language between Article 137 of the Schedule to the Limitation Act, 1963, and Article 181 of Schedule

I to the earlier Act. This conclusion was confirmed by the Supreme Court in *Nityanand M. Joshi v. Life Insurance Corporation of India* [1969] 36

F.J.R. 324. Though all these cases directly dealt with the applicability of one or the other of the articles of the Indian Limitation Act, there is

another decision of the Supreme Court wherein it has been held that even by way of analogy the rule of limitation cannot be applied to a petition

presented u/s 33-C(2) of the Industrial Disputes Act in the absence of any specific provision in the statute itself. See *East India Coal Co. Ltd. v.*

Rameshwar [1967] 33 F.J.R. 90. That case concerned with a claim made u/s 33-C(2) of the Industrial Disputes Act for payment of bonus. The

applications themselves were made in 1962, though they related to the claims commencing from 1948 and onwards. The contention that was

advanced before the Supreme Court and the conclusions of the Supreme Court can be seen in the following observations of the Supreme Court,

(at page 94):--

The contention therefore was that part of these claims, at any rate, must be held to be barred either by limitation or by reason of laches on the part

of the workmen, The answer to this contention is clearly provided in the case of *Bombay Gas Company* [1963] 25 F.J.R. 179, where a distinction

was drawn between considerations which would prevail in an industrial adjudication and those which, must prevail in a case filed under a statutory

provision such as Section 33-C(2). This Court pointed out there that whereas an industrial dispute is entertained on grounds of social justice and

therefore a Tribunal would in such a case take into consideration factors such as delay or laches, such considerations are irrelevant to claims made

under a statutory provision unless such provision lays down any period of limitation. The Court held that there is no justification in inducting a

period of limitation provided in the Limitation Act into the provisions of Section 33-C(2) which do not lay down any limitation and that such a

provision can only be made by legislature if it thought fit and not by the Court on an analogy or any other such consideration.

In view of the very wide scope of the last sentence of the judgment extracted above, I am of the opinion that with reference to the application

made u/s 33-C(2) of the Act, there is no scope whatever for invoking the plea of limitation, either based on the provisions contained in the Indian

Limitation Act or based on analogy or even on equitable principles. Therefore, I am unable to accept the contention of the learned Counsel for the

petitioner that in this case the claim of the 2nd respondent, if otherwise sustainable, on merits, was barred by limitation.

12. Apart from this, there is one other answer to this contention. As I have already pointed out, the case of the 2nd respondent was that the bonus

was credited to his account in the account books of the petitioner and the 2nd respondent was permitted to draw monies against that credit and

ultimately after he left the services of the petitioner, he wanted the balance of the money to be paid to him. If that is the basis and the finding of the

Labour Court with regard to this claim of the 2nd respondent is held correct, then it cannot be contended that the claim was barred by limitation.

The Labour Court in paragraph 11 of its order points out:

The learned Counsel contends that by reason of the long delay and laches in making the claim, the claim is liable to be rejected. I do not think I can

agree with him in this contention. There does not appear to have been any delay. The employee has been drawing monies from the firm and

because his services have now come to a termination, he wants the amount to which he is entitled, to be paid to him. I do not see any delay in

making the claim as contended.

Therefore, if the finding of the Labour Court that the 2nd respondent is entitled

to the amount is correct with reference to his specific case, this conclusion of the Labour Court also would be correct and would also be a valid answer to the plea of limitation. However, I have already expressed my view that the conclusion of the Labour Court is not supported by any evidence and therefore is not sustainable.

13. Consequently, though I have held on points 2 and 3 against the petitioner, in view of my conclusion on the first point, the order of the Labour Court is liable to be quashed and is hereby quashed. The writ petition is allowed. There will be no order as to costs.