

(2020) 09 MP CK 0109
In the Madhya Pradesh High Court
Case No : Writ Petition No. 27370 Of 2019

Mrs. Ruby Jadon	Vs	APPELLANT
State Of M.P. & Others		RESPONDENT

Date of Decision : 11-09-2020

Acts Referred:

Constitution Of India, 1950 — Article 2, 4, 17, 23, 24, 226, 237

Citation : (2020) 09 MP CK 0109

Hon'ble Judges : Sheel Nagu, J

Bench : Single Bench

Advocate : Prashant Sharma, Abhishek Mishra, Nidhi Patankar

Final Decision : Allowed

Judgement

[1] In this petition under Article 226 of the Constitution of India , petitioner prays for the following reliefs :

- i. That, the respondents may kindly be directed to pay the salary of petitioner from 08.05.2018 to 23.07.2019 with interest.
- ii. That, the respondent be further directed to permit the petitioner to discharge her duties as there is no written order till date about discontinuance of service.
- iii. Any other relief deemed fit and proper in the facts and circumstances of the case; and/or
- iv. Costs be awarded to the petitioner.

[2] The bare facts giving rise to present petition as projected by learned counsel for the petitioner are that vide appointment order dated 05.05.2018 (Annexure P-2), petitioner was appointed as Data Entry Operator for a period of three months at the Child Suregery Unit in Government Medical College Gwalior under the RBSK.

[3] This order was issued by respondent No.2-the Chief Medical and Health

Officer, Gwalior who is the ex-officio Secretary of the District Health Committee Gwalior. The petitioner has relied upon the certificates issued of different periods under the seal and signatures of the Head of the Department, Surgery, GRMC, Gwalior certifying the petitioner to have performed her duties as Data Entry Operator from May 2018 till July 2019. Copy of these certificates are annexed along-with the petition starting from page No.19 to 35. The grievance of petitioner is that she has not received any salary for the period from 08.05.2018 to 23.07.2019, during which time the petitioner discharged her duties as Data Entry Operator. It is further submission of petitioner that after expiry of initial period of three months for which her appointment was made, though there is no order issued for extension but she was allowed to discharge her duties as a Data Entry Operator till 23.07.2019 and yet no salary was paid for the said period.

[4] Pertinently, the petitioner has made an averment in Para 6-B of the petition that out of total period of one year and three months for which she worked, the salary has been paid to her for three months. Meaning thereby that the period from August 2018 to July 2019 is the period during which petitioner despite having discharged her duties as Data Entry Operator was not paid salary and which is the subject matter herein.

[5] Learned counsel for the petitioner has raised the ground of petitioner being subjected to begar which is prohibited u/A 23 of the Constitution of India and for which reliance is placed on People's Union For Democratic Rights Vs. Union of India AIR 1982 (3) SCC 235 and State of Gujarat & Another Vs. Hon'ble High Court of Gujarat, AIR 1998 SC 3164.

[6] The respondents No. 3 & 4 have filed their return inter-alia stating that the petitioner had been appointed for a period of 3 months, whereafter her appointment came to an end by efflux of time, and therefore, petitioner is not entitled to claim salary beyond the said period. Another objection has been raised of incompetency of the Chief Medical and Health Officer, Gwalior to issue the appointment order of the petitioner.

[7] The aforesaid ground of incompetency of CMHO, Gwalior fades into insignificance as the respondents do not dispute that the petitioner had been paid salary for the period of three months after her appointment was made by an order issued by CMHO, and therefore, the presumption arises that CMHO was the competent authority to appoint the petitioner.

[8] The bone of contention between the rival parties is in respect of a period from August 2018 to July 2019, the period after the expiry of initial tenure of appointment of three months for which the petitioner claims that she had worked and discharged her duties but the respondents No.3 & 4 contend that there was no valid appointment or extension of appointment during this period and thus, there is no right to claim salary.

[9] The aforesaid scenerio reveals a case where the petitioner has filed certificates of discharge of duties from May 2018 till July 2019 issued by the

Head of Department of Surgery at the Medical College Gwalior. These certificates include the period beyond the initial tenure of appointment of three months. Interestingly, the certificates certifying the petitioner to have discharged her duties from August 2018 to July 2019 annexed with the petition are not denied or refuted by the respondents to be fake or forged.

[10] The only contention of the respondents is that beyond the period of three months of the initial tenure of appointment, there was neither any fresh order nor extetnsion of service qua the petitioner.

[11] The question which arises is as to right of employee to claim salary for period when though the employee has worked and discharged duties but without the backing of any order of appointment.

[12] The Constitutiton under Article 23 prohibits any kind of begar or forced labour. The mandate of Article 23 not only prohibits begar and forced labour but also renders such vices to be offence punishable under law. The Apex Court in various verdicts have explained and criticized the concept of begar. In case of People's Union For Democratic Rights Vs. Union of India 1982 (3) SCC 235, the Hon'ble Apex Court has held as under :

12. Article 23 enacts a very important fundamental right in the following terms :

23. Prohibition of traffic in human beings and forced labour- (1) Traffic in human beings and begar and other similar forms of forced labour are prohibited and any contravention of this provision shall be an offence punishable in accordance with law.

(2) Nothing in this Article shall prevent the State from imposing compulsory service for public purposes, and in imposing such service the State shall not make any discrimination on grounds only of religion, race, caste or class or any of them.

Now many of the fundamental rights enacted in Part III operate as limitations on the power of the State and impose negative obligations on the State not to encroach on individual liberty and they are enforceable only against the State. But there are certain fundamental rights conferred by the Constitution which are enforceable against the whole world and they are to be found inter alia in Articles 17, 23 and 24. We have already discussed the true scope and ambit of Article 24 in an earlier portion of this judgment and hence we do not propose to say anything more about it. So also we need not expatiate on the proper meaning and effect of the fundamental right enshrined in Article 17 since we are not concerned with that Article in the present writ petition. It is Article 23 with which we are concerned and that Article is clearly designed to protect the individual not only against the State but also against other private citizens. Article 23 is not limited in its application against the State but it prohibits "traffic in human beings and begar and other similar forms of forced labour" practised by anyone else. The sweep of Article 23 is wide and unlimited and it strikes at "traffic in human

beings and begar and other similar forms of forced labour" wherever they are found. The reason for enacting this provision in the chapter on fundamental rights is to be found in the socio-economic condition of the people at the time when the Constitution came to be enacted. The Constitution makers, when they set out to frame the Constitution, found that they had the enormous task before them of changing the socio-economic structure of the country and bringing about socio-economic regeneration with a view to reaching social and economic justice to the common man. Large masses of people, bled white by well nigh two centuries of foreign rule, were living in abject poverty and destitution with ignorance and illiteracy accentuating their helplessness and despair. The society had degenerated into a status-oriented hierarchical society with little respect for the dignity of individual who was in the lower rungs of the social ladder or in an economically impoverished condition. The political revolution was completed and it had succeeded in bringing freedom to the country but freedom was not an end in itself, it was only a means to an end, the end being the raising of the people to higher levels of achievement and bringing about their total advancement and welfare. Political freedom had no meaning unless it was accompanied by social and economic freedom and it was therefore necessary to carry forward the social and economic revolution with a view to creating social economic conditions in which every one would be able to enjoy basic human rights and participate in the fruits of freedom and liberty in an egalitarian social and economic framework. It was with this end in view that the constitution makers enacted the Directive Principles of State Policy in Part IV of the Constitution setting out the constitutional goal of a new socio-economic order. Now there was one feature of our national life which was ugly and shameful and which cried for urgent attention and that was the existence of bonded or forced labour in large parts of the country. This evil was the relic of feudal exploitative society and it was totally incompatible with the new egalitarian socio-economic order which, "We the people of India" were determined to build and constituted a gross and most revolting denial of basic human dignity. It was therefore necessary to eradicate this pernicious practice and wipe it out altogether from the national scene and this had to be done immediately because with the advent of freedom, such practice could not be allowed to continue to blight the national life any longer. Obviously, it would not have been enough merely to include abolition of forced labour in the Directive Principles of State Policy, because then the outlawing of this practice would not have been legally enforceable and it would have continued to plague our national life in violation of the basic constitutional norms and values until some appropriate legislation could be brought by the legislature forbidding such practice. The Constitution makers therefore decided to give teeth to their resolve to obliterate and wipe out this evil practice by enacting constitutional prohibition against it in the chapter on fundamental rights, so that the abolition of such practice may become enforceable and effective as soon as the Constitution came into force. This is the reason why the provision enacted in Article 23 was included in the chapter on fundamental rights. The prohibition against "traffic in human beings and begar and other similar forms of forced

labour" is clearly intended to be a general prohibition, total in its effect and all pervasive in its range and it is enforceable not only against the State but also against any other person indulging in any such practice.

13. The question then is as to what is the true scope and meaning of the expression "traffic in human beings and begar and other similar forms of forced labour" in Article 23. What are the forms of 'forced labour' prohibited by that Article and what kind of labour provided by a person can be regarded as 'forced labour' so as to fall within this prohibition? When the Constitution makers enacted Article 23 they had before them Article 4 of the Universal Declaration of Human Rights but they deliberately departed from its language and employed words which would make the reach and content of Article

23 much wider than- that of Article 4 of the Universal Declaration of Human Rights. They banned 'traffic in human beings which is an expression of much larger amplitude than "slave trade" and they also interdicted "begar and other similar forms of forced labour". The question is what is the scope and ambit of the expression 'begar and other similar forms of forced labour?' In this expression wide enough to include every conceivable form of forced labour and what is the true scope and meaning of the words "forced labour?" The word 'begar' in this Article is not a word of common use in English language. It is a word of Indian origin which like many other words has found its way in the English vocabulary. It is very difficult to formulate a precise definition of the word 'begar' but there can be no doubt that it is a form of forced labour under which a person is compelled to work without receiving any remuneration. Molesworth describes 'begar' as "labour or service exacted by a government or person in power without giving remuneration for it." Wilson's glossary of Judicial and Revenue Terms gives the following meaning of the word 'begar': "a forced labourer, one pressed to carry burthens for individuals or the public. Under the old system, when pressed for public service, no pay was given.

The Begari, though still liable to be pressed for public objects, now receives pay: Forced labour for private service is prohibited." "Begar" may therefore be loosely described as labour or service which a person is forced to give without receiving any remuneration for it. That was the meaning of the word 'begar' accepted by a Division Bench of the Bombay High Court in *S. Vasudevan v. S.D. Mital*.⁽¹⁾ 'Begar' is thus clearly a form of forced labour. Now it is not merely 'begar' which is unconstitutionally prohibited by Article 23 but also all other similar forms of forced labour. This Article strikes at forced labour in whatever form it may manifest itself, because it is violative of human dignity and is contrary to basic human values. The practice of forced labour is condemned in almost every international instrument dealing with human rights. It is interesting to find that as far back as 1930 long before the Universal Declaration of Human Rights came into being, International Labour organisation adopted Convention No. 29 laying down that every member of the International Labour organisation which ratifies this convention shall "suppress the use of forced or compulsory labour in all its

forms" and this prohibition was elaborated in Convention No. 105 adopted by the International Labour organisation in 1957. The words "forced or compulsory labour" in Convention No. 29 had of course a limited meaning but that was so on account of the restricted definition of these words given in Article 2 of the Convention. Article 4 of the European Convention of Human Rights and Article 8 of the International Covenant on Civil and Political Rights also prohibit forced or compulsory labour. Article 23 is in the same strain and it enacts a prohibition against forced labour in whatever form it may be found. The learned counsel appearing on behalf of the respondent laid some emphasis on the word 'similar' and contended that it is not every form of forced labour which is prohibited by Article 23 but only such form of forced labour as is similar to 'begar' and since 'begar' means labour or service which a person is forced to give without receiving any remuneration for it, the interdict of Article 23 is limited only to those forms of forced labour where labour or service is exacted from a person without paying any remuneration at all and if some remuneration is paid, though it be inadequate, it would not fall within the words 'other similar forms of forced labour. This contention seeks to unduly restrict the amplitude of the prohibition . against forced labour enacted in Article 23 and is in our opinion not well founded. It does not accord with the principle enunciated by this Court in *Maneka Gandhi v. Union of India*(2) that when interpreting the provisions of the Constitution conferring fundamental rights, the attempt of the court should be to expand the reach and ambit of the fundamental rights rather than to attenuate their (1) AIR 1962 Bom. 53: (2) [1978] 2 SCR 621. meaning and content. It is difficult to imagine that the Constitution makers should have intended to strike only at certain forms of forced labour leaving it open to the socially or economically powerful sections of the community to exploit the poor and weaker sections by resorting to other forms of forced labour. Could there be any logic or reason in enacting that if a person is forced to give labour or service to another without receiving any remuneration at all it should be regarded as a pernicious practice sufficient to attract the condemnation of Article 23, but if some remuneration is paid for it, then it should be outside the inhibition of that Article ? If this were the true interpretation, Article 23 would be reduced to a mere rope of sand, for it would then be the easiest thing in an exploitative society for a person belonging to a socially or economically dominant class to exact labour or service from a person belonging to the deprived and vulnerable section of the community by paying a negligible amount of remuneration and thus escape the rigour of Article 23. We do not think it would be right to place on the language of Article 23 an interpretation which would emasculate its beneficent provisions and defeat the very purpose of enacting them. We are clear of the view that Article 23 is intended to abolish every form of forced labour. The words "other similar forms of forced labour are used in Article 23 not with a view to importing the particular characteristic of 'begar' that labour or service should be exacted without payment of any remuneration but with a view to bringing within the scope and ambit of that Article all other forms of forced labour and since 'begar' is one form of forced labour, the Constitution makers used the words "other similar forms of

forced labour." If the requirement that labour or work should be exacted without any remuneration were imported in other forms of forced labour, they would straightaway come within the meaning of the word 'begar' and in that event there would be no need to have the additional words "other similar forms of forced labour." These words would be rendered futile and meaningless and it is a well recognised rule of interpretation that the court should avoid a construction which has the effect of rendering any words used by the legislature superfluous or redundant. The object of adding these words was clearly to expand the reach and content of Article 23 by including, in addition to 'begar', other forms of forced labour within the prohibition of that Article. Every form of forced labour 'begar' or otherwise, is within the inhibition of Article 23 and it makes no difference whether the person who is forced to give his labour or service to another is remunerated or not. Even if remuneration is paid, labour supplied by a person would be hit by this Article if it is forced labour, that is, labour supplied not willingly but as a result of force or compulsion. Take for example a case where a person has entered into a contract of service with another for a period of three years and he wishes to discontinue serving such other person before the expiration of the period of three years. If a law were to provide that in such a case the contract shall be specifically enforced and he shall be compelled to serve for the full period of three years, it would clearly amount to forced labour and such a law would be void as offending Article 23. That is why specific performance of a contract of service cannot be enforced against an employee and the employee cannot be forced by compulsion of law to continue to serve the employer. Of course, if there is a breach of the contract of service, the employee would be liable to pay damages to the employer but he cannot be forced to continue to serve the employer without breaching the injunction of Article 23. This was precisely the view taken by the Supreme Court of United States in *Bailly v. Alabama*(1) while dealing with a similar provision in the Thirteenth Amendment. There, a legislation enacted by the Alabama State providing that when a person with intent to injure or defraud his employer enters into a contract in writing for the purpose of any service and obtains money or other property from the employer and without refunding the money or the property refuses or fails to perform such service, he will be punished with a fine. The constitutional validity of this legislation was challenged on the ground that it violated the Thirteenth Amendment which inter alia provides: "Neither slavery nor involuntary servitude...shall exist within the United States or any place subject to their jurisdiction". This challenge was upheld by a majority of the Court and Mr. Justice Hughes delivering the majority opinion said:

We cannot escape the conclusion that although the statute in terms is to punish fraud, still its natural and inevitable effect is to expose to conviction for crime those who simply fail or refuse to perform contracts for personal service in liquidation of a debt, and judging its purpose by its effect that it seeks in this way to provide the means of compulsion through which performance of such service may be secured. The question is whether such a statute is constitutional.

The learned Judge proceeded to explain the scope and ambit of the expression 'involuntary servitude' in the following words:

The plain intention was to abolish slavery of whatever name and form and all its badges and incidents, to render impossible any state of bondage, to make labour free by prohibiting that control by which the personal service of one man is disposed of or coerced for another's benefit, which is the essence of involuntary servitude.

Then, dealing with the contention that the employee in that case had voluntarily contracted to perform the service which was sought to be compelled and there was therefore no violation of the provisions of the Thirteenth Amendment, the learned Judge observed:

The fact that the debtor contracted to perform the labour which is sought to be compelled does not withdraw the attempted enforcement from the condemnation of the statute. The full intent of the constitutional provision could be defeated with obvious facility if through the guise of contracts under which advances had been made, debtors could be held to compulsory service. It is the compulsion of the service that the statute inhibits, for when that occurs, the condition of servitude is created which would be not less involuntary because of the original agreement to work out the indebtedness. The contract exposes the debtor to liability for the loss due to the breach, but not to enforce labour.

and proceeded to elaborate this thesis by pointing out:

Peonage is sometimes classified as voluntary or involuntary, but this implies simply a difference in the mode of origin, but none in the character of the servitude. The one exists where the debtor voluntarily contracts to enter the Service of his creditor. The other is forced upon the debtor by some provision of law. But peonage however created, is compulsory service, involuntary servitude. The peon can release himself therefrom, it is true, by the pay-ment of the debt, but otherwise the service is enforced. A clear distinction exists between peonage and the voluntary performance of labour or rendering of services in payment of a debt. In the latter case the debtor though contracting to pay his indebtedness by labour of service, and subject like any other contractor to an action for damages for breach of that contract, can elect at any time to break it, and no law or force compels performance or a continuance of the service.

It is therefore clear that even if a person has contracted with another to perform service and there is consideration for such service in the shape of liquidation of debt or even remuneration, he cannot be forced by compulsion of law or otherwise to continue to perform such service, as that would be forced labour within the inhibition of Article 23. This Article strikes at every form of forced labour even if it has its origin in a contract voluntarily entered into by the person obligated to provide labour or service Vide *Pollock v. Williams*.⁽¹⁾ The reason is that it offends against human dignity to compel a person to provide labour or service to another if he does not wish to do so, even though it be in breach of

the contract entered into by him. There should be no serfdom or involuntary servitude in a free democratic India which respects the dignity of the individual and the worth of the human person. Moreover, in a country like India where there is so much poverty and unemployment and there is no equality of bargaining power, a contract of service may appear on its face voluntary but it may, in reality, be involuntary, because while entering into the contract, the employee, by reason of his economically helpless condition, may have been faced with Hobson's choice, either to starve or to submit to the exploitative terms dictated by the powerful employer. It would be a travesty of justice to hold the employee in such a case to the terms of the contract and to compel him to serve the employer even though he may not wish to do so. That would aggravate the inequality and injustice from which the employee even otherwise suffers on account of his economically disadvantaged position and lend the authority of law to the exploitation of the poor helpless employee by the economically powerful employer. Article 23 therefore says that no one shall be forced to provide labour or service against his will, even though it be under a contract of service.

Now the next question that arises for consideration is whether there is any breach of Article 23 when a person provides labour or service to the State or to any other person and is paid less than the minimum wage for it. It is obvious that ordinarily no one would willingly supply labour or service to another for less than the minimum wage when he knows that under the law he is entitled to get minimum wage for the labour or service provided by him. It may therefore be legitimately presumed that when a person provides labour or service to another against receipt of remuneration which is less than the minimum wage, he is acting under the force of some compulsion which drives him to work though he is paid less than what he is entitled under law to receive. What Article 23 prohibits is 'forced labour' that is labour or service which a person is forced to provide and 'force' which would make such labour or service 'forced labour' may arise in several ways. It may be physical force which may compel a person to provide labour or service to another or it may be force exerted through a legal provision such as a provision for imprisonment or fine in case the employee fails to provide labour or service or it may even be compulsion arising from hunger and poverty, want and destitution. Any factor which deprives a person of a choice of alternatives and compels him to adopt one particular course of action may properly be regarded as 'force' and if labour or service is compelled as a result of such 'force', it would be 'forced labour'. Where a person is suffering from hunger or starvation, when he has no resources at all to fight disease or feed his wife and children or even to hide their nakedness, where utter grinding poverty has broken his back and reduced him to a state of helplessness and despair and where no other employment is available to alleviate the rigour of his poverty, he would have no choice but to accept any work that comes his way, even if the remuneration offered to him is less than the minimum wage. He would be in no position to bargain with the employer; he would have to accept what is offered to him. And in doing so he would be acting not as a free agent with a choice

between alternatives but under the compulsion of economic circumstances and the labour or service provided by him would be clearly 'forced labour.' There is no reason why the word 'forced' should be read in a narrow and restricted manner so as to be confined only to physical or legal 'force' particularly when the national charter, its fundamental document has promised to build a new socialist republic where there will be socioeconomic justice for all and every one shall have the right to work, to education and to adequate means of livelihood. The constitution makers have given us one of the most remarkable documents in history for ushering in a new socio-economic order and the Constitution which they have forged for us has a social purpose and an economic mission and therefore every word or phrase in the Constitution must be interpreted in a manner which would advance the socio-economic objective of the Constitution. It is not unoften that in capitalist society economic circumstance exert much greater pressure on an individual in driving him to a particular course of action than physical compulsion or force of legislative provision. The word 'force' must therefore be constructed to include not only physical or legal force but also force arising from the compulsion of economic circumstance which leaves no choice of alternatives to a person in want and compels him to provide labour or service even though the remuneration received for it is less than the minimum wage of course, if a person provides labour or service to another against receipt of the minimum wage, it would not be possible to say that the labour or service provided by him is 'forced labour' because he gets- what he is entitled under law to receive. No inference can reasonably be drawn in such a case that he is forced to provide labour or service for the simple reason that he would be providing labour or service against receipt of what is lawfully payable to him just like any other person who is not under the force of any compulsion. We are therefore of the view that where a person provides labour or service to another for remuneration which is less than the minimum wage, the labour or service provided by him clearly falls within the scope and ambit of the words 'forced labour' under Article 23. Such a person would be entitled to come to the court for enforcement of his fundamental right under Article 23 by asking the court to direct payment of the minimum wage to him so that the labour or service provided by him ceases to be 'forced labour' and the breach of Article 23 is remedied. It is therefore clear that when the petitioners alleged that minimum wage was not paid to the workmen employed by the contractors, the complaint was really in effect and substance a complaint against violation of the fundamental right of the workmen under Article 23.

[13] The Allahabad High Court in the case of Rekha Singh Vs. Union of India & Others (2018) 4 All LJ 145, has held as under :

60. The word 'Begar' is of Indian origin and has been adopted in the English vocabulary. It is understood to be a labour or service which a person is forced to give without receiving any remuneration for it.

61. In other words extracting labour or service from a person by the government or by person in power without giving remuneration for it amounts to 'Begar.'

'Begar' can take different forms such as forced labour, taking work without remuneration or taking work without paying adequate remuneration or remuneration less than the minimum wages.

62. In view of the above Constitutional mandate no Government or public body or a person can take work from anyone without paying remuneration or less remuneration than admissible or by force as it would be a clear violation not only of the fundamental right of a person but of a much superior human right which inheres in every individual.

[14] In view of above, what comes out loud and clear is that for the purpose of enforcing a right to claim remuneration for the work discharged, the employee need not establish the legality of his appointment or continuance in service but has to merely establish due discharge of duties. Once the employee establishes the discharge of duties as assigned by the employer, the burden shifts upon the employer to either deny the discharge of duties by the employee or to pay the due remuneration to the employee for the work done.

[15] Besides these two options, there is no third option available to the employer and any attempt to project a third option would lead to drawing of adverse inference against the employer of being guilty of exploitation of labour/begar.

[16] Coming back to the factual matrix of this case, the certificates of discharge of duty filed from Page 19 to 35 of the petition establish that the petitioner apart from the initial three months period for which she received salary has also worked for a period from August, 2018 to July 2019. These certificates in the Reply of respondent No.3 and 4 are neither criticized nor categorized as forged or fake. Thus, the presumption arises that these duty certificates are genuine and reveal the reality that petitioner discharged the duty as Data Entry Operator at the Surgery Department in the medical college Gwalior.

[17] Consequently, the prayer made by the petitioner for paying salary/pay/ remuneration for the period from August 2018 to July 2019 is held to be justified.

[18] Accordingly, this petition is allowed to the extent indicated below :

1. The respondents No.2, 3 & 4 are directed to pay salary of the petitioner at the rate of Rs. 10,000/- per month for the period from August 2018 to July 2019.
2. The aforesaid direction for payment of salary for the said period be complied with within a period of 30 days, from the date of production of copy of this order, by crediting the amount in the bank account of petitioner.
3. Since the respondents are held guilty of begar which is constitutionally prohibited, the petitioner shall be entitled to interest at the rate of 10% per annum over the arrears of salary paid pursuant to aforesaid direction from the due date till the date of payment.
4. The functionaries of the State in this case have acted in a manner which defies their claim of being welfare state by indulging in a constitutionally prohibited vice

of begar. The State is thus saddled with cost of Rs. 10,000/- (Ten Thousand Rupees) which shall be paid as donation in the account of the High Court Bar Association, Gwalior for the purpose of assistance and rehabilitation of those members of the Bar, who are facing financial distress due to Lockdown and restrictive functioning of the courts owing to ongoing Covid-19 pandemic. This Court has no manner of doubt that the office bearers and the Senior members of the Bar shall ensure that the donation reaches the rightful and deserving claimants. Let the donation be deposited within 7 days from the date of passing of this order.