
(2009) 04 GUJ CK 0002
In the Gujarat High Court
Case No : S.C.A. No's. 2382 to 2397 of 2009

Parshuram Tiles Company Ltd.

APPELLANT

Vs

Kanjibhai Somabhai

RESPONDENT

Date of Decision : 29-04-2009

Acts Referred:

Industrial Disputes Act, 1947 — Section 18(1), 33(C)(2)
Payment of Gratuity Act, 1972 — Section 4, 7(2), 7(3), 7(3)(A)

Citation : (2010) 1 LLJ 366

Hon'ble Judges : K.M. Thaker, J

Bench : Single Bench

Advocate : K.M. Patel and Varun K. Patel, for the Appellant; V.D. Parghi, for the Respondent

Final Decision : Allowed

Judgement

K.M. Thaker, J.—Heard Mr. K.M. Patel, learned senior advocate with Mr. V.K. Patel, learned advocate for the petitioner and Mr. V.D. Parghi, learned advocate for the respondents.

2. Considering the contentions raised in the petitions and submissions made by the counsel of both the sides, Rule.

3. In view of the fact that the subject matter of present petitions relates to the retiral benefits of the workmen of a company which has stopped functioning since 1993 and in view of the joint request by the advocates of the contesting parties, Rule is made returnable forthwith. With the consent and request of the learned advocates for both the sides, the petitions are taken up for final hearing and decision today. Learned advocate Mr. Parghi waives service of notice of rule for the respondents.

4. In the present petition, a limited company whose operations and activities have been closed down since December 1993 has, brought under challenge order dated December 31, 2008 passed by appellate authority appointed under the

Payment of Gratuity Act, 1972 (hereinafter referred to as "the Act"), directing the petitioner to pay interest at the rate of 10% for the period of delay occasioned in-making payment of amounts towards gratuity to the workmen. The appellate authority has held that from December 1, 1993, until the date on which actually the amount towards gratuity, came to be paid, the employer caused delay in-making payment and that therefore, the petitioner-employer is supposed to pay interest for the period of delay.

5. The said order passed by the appellate authority is brought under challenge on diverse grounds. The impugned order issues directions only for payment of interest because the principal amount has been paid.

6. So far as the relevant points leading to presentation of this petition are concerned, it comes out from the record of the petition that the petitioner-company was passing through severe financial crisis and for reasons beyond its control it had to close down its activities and operations from December 1, 1993. At the relevant point of time, the petitioner-company employed about 412 workmen. It is also observed from the record that the union representing the workmen of the company filed Recovery Application No. 36 of 2005 u/s 33(C)(2) of the Industrial Disputes Act, 1947 (hereinafter referred to as "the I.D. Act") claiming various amounts under diverse heads as the amounts due and payable to the workmen of the petitioner-company. When the said recovery application was pending certain negotiations and deliberations between the petitioner-company and the applicant-union (on behalf of workmen of the petitioner-company) are said to have taken place which resulted to mutually acceptable and amicable settlement dated March 11, 2005. By virtue of the said settlement, the petitioner-company agreed to pay to the workmen the amount towards the due and payable gratuity and also towards closure compensation, EL, Bonus, etc. It was agreed that certain ex gratia amount also will be paid. Consequently, in respect of each of (the concerned workmen, certain lumpsum amount as per the annexure to the settlement were finalized and on that understanding between the parties a full and final settlement was arrived and the terms thereof were recorded in the settlement dated March 11, 2005. Subsequently the said settlement was jointly placed before the labour Court on the record of the Recovery Application No. 36/2005 and learned Trial Court was requested to pass order in light of the said full and final settlement. Thereafter the learned Labour Court treating the said settlement legal and in the interest of workmen accepted the said settlement and an order in the Recovery Application was accordingly passed. The learned Trial Court directed the petitioner-company to deposit the total amount (agreed by virtue of aforesaid settlement) within period of seven days from the date of order. On behalf of the petitioner-company, it is submitted that the amount was deposited within period of four days after the order was passed. In support of the said submissions, the petitioner-company has relied upon certificate dated September 1, 2007 issued by Labour Court, Rajkot certifying that amount of Rs. 7,50,000/- was deposited on March 15, 2005 and Rs. 4,84,810/- and came to be deposited on March 30, 2005. It has been

submitted by the counsel for the petitioner-company that the amount so deposited by the petitioner-company pursuant to the settlement and the order dated March 11, 2005 passed by the Court has been disbursed by the Trial Court to the concerned workmen and except 19 workmen, all the workmen have accepted the deposited amount.

7. The 19 workmen who, at the relevant time, did not accept the amount, subsequently preferred a writ petition being Special Civil Application No. 22496 of 2006 with Special Civil Application No. 22497 to 22513 of 2006 before this Court and challenged the order dated March 11, 2005 passed in light of the settlement. After hearing the said petitioners/19 workmen and the company, the Court, by order dated March 20, 2007, disposed of the petitions holding that the settlement, if not acceptable to the concerned workmen, can be a matter of separate industrial dispute and cannot be challenged, without raising a dispute, by way of petition in the High Court and such challenge would involve disputed questions of facts for which the petition would not be maintainable. With the observations that settlement arrived at between the parties is binding to the respective parties, the Court disposed of the said petitions.

8. Learned senior counsel Mr. Patel on behalf of the petitioner-company submitted that to the knowledge of the petitioner-company any proceeding challenging the settlement has not been taken out by the said 19 persons. However, he also referred to the document at page 83 and 84 (which happen to be the reply filed by the workmen before the appellate authority) and submitted that as per the say of the concerned 19 workmen, some of them appear to have approached the conciliation officer by raising the demand and it is claimed that a demand case is pending in the office of Labour, Commissioner, Gandhinagar. Learned senior advocate Mr. Patel, in this context, submitted that one of the conditions in the above referred settlement pertains to the obligation of the workmen to vacate the quarter and to hand over, vacant possession of the quarters allotted by the company as part of service condition and that is the reason that the concerned workmen started prosecuting the dispute against the settlement since they are in the occupation of company's quarters and do not want to vacate the quarters even after receiving the payment towards gratuity. Be that as it may, that is not the issue before this Court. He further submitted that the settlement was arrived at between the parties on March 11, 2005 and immediately thereafter the petitioner deposited the amount before the Court and that therefore, no delay can be said to have occurred and there was no justification in the claim for interest and in the order granting interest is justified.

9. He submitted that assuming without admitting that the petitioner-employer delayed the payment towards gratuity and any right to claim interest can be said to have accrued in favour of the claimants, then also in view of the full and final settlement such right is deemed to have been waived/settled and in any case in view of the ex gratia payment made, over and above the other payable dues, the liability/obligation towards payment of interest is deemed to have been

discharged through settlement and by agreement.

10. He submitted that the settlement arrived at between the parties was a full and final settlement and the same has been accepted as legal, just and equitable as well as in the interest of workmen by the labour Court and the said settlement does not provide for and/or does not reserve any right or liberty in favour of the workmen to claim interest after the settlement and payment of amounts, including the ex gratia amount in accordance with the, statement.

11. Learned senior counsel Mr. Patel also submitted that the provision to pay interest is a liability created by the statute in favour of individual workmen and it is not a matter of any public interest and that therefore such a right is capable of being waived and the Court may not enforce the said right when the same is deemed to have been given up by virtue of the settlement and more particularly when almost 393 workmen out of 412 workmen have accepted the amount as full and final settlement.

12. Learned senior counsel Mr. Patel submitted that the appellate authority has passed the impugned order without considering the relevant aspects. Learned Advocate Mr. Patel, in addition to the aforesaid contention, also raised contention that concerned workmen are in unauthorized occupation of the company's quarters and therefore the order granting interest is not justified. Learned senior counsel Mr. Patel in support of his submissions, relied upon the judgment in the case between Texmaco Ltd. Vs. Appellate Authority and Others, in the case between Vaithyanathan V. and Others Vs. Deputy Commission of Labour and Another, and in the case between Union of India (UOI) and Another Vs. K. Balakrishna Nambiar, A reference is also required to be made to the judgment of the Hon'ble Apex Court in the case between Union of India (UOI) Vs. Ujagar Lal,

13. Learned advocate Mr. Parghi appearing for the respondent submitted that even as per the terms of the settlement, the company has closed down the operation since December-1993 and the service of the concerned workmen came to an end with effect from December 1, 1993 whereas the amount towards gratuity came to be deposited in the Court only in the year 2005 and that therefore, the employer has caused delay in making the payment of amounts towards gratuity to the workmen. Consequently, the workmen are entitled to claim and receive interest of the period of delay. He submitted that the appellate authority has allowed the claim and directed to pay interest and that there is no error or illegality in the order. Learned Advocate Mr. Parghi also submitted that in certain cases there has been a short payment towards payment of principal amount also and the appellate authority has rightly granted the said direction to pay such differential amount also. Except the aforesaid submissions, learned Advocate Mr. Parghi has not made any other submissions.

14. It emerges from the record that after more than 2 years from the date of aforesaid settlement, the concerned 19 workmen approached the controlling authority appointed under the Act and raised claims demanding interest towards

the delay occasioned in payment of gratuity. The said applications cases demanding interest came to be registered as gratuity case No. 87 of 2007 to 102 of 2007. Subsequently after hearing the parties, the controlling authority passed the order March 30, 2008 and rejected the claim of interest raised by said 19 workmen. The controlling authority, after taking into consideration the full and final settlement arrived at between the parties, held that the claim for interest and the applications raising such claim were not (maintainable and the applications did not deserve to be granted. Aggrieved by the said order, the said 19 workmen preferred appeals before the appellate authority under the Act.

15. It has been informed by the learned Counsel for the petitioner-company that out of 19 appeals, 16 appeals came to be finally decided by the appellate authority and that they have been allowed in favour of the workmen. It is against the order allowing the 16 appeals, the present petition is filed.

16. It emerges from the record and more particularly from the impugned order and the factual background stated by the petitioner in the memo of the petition that the controversy in this group of matters is regarding their claim for interest for the alleged delay in payment of gratuity amount to the concerned workmen. The dispute is not with regard to the non-payment of the principal amount towards gratuity.

16.1 Further, according to the petitioner, the alleged delay has arisen in the background of peculiar facts inasmuch as the petitioner-company had discontinued its operations with effect from December 1, 1993, (there is no dispute between the parties on this point) however, after such discontinuation of its operations, the petitioner-company did not terminate the services of its employees by following procedure prescribed by law, nor did the petitioner-company close down its establishment in formal manner and after following prescribed procedure. It merely suspended, or as it claims discontinued, its operations which placed the employees in state of suspended animation in the sense that they were neither on the job i.e. in service nor they were terminated.

16.2 As a result of such situation the company did not even pay the retiral dues, including gratuity, also. Under the circumstances the employees were left with no alternative but to await their respective dates of retirement. It appears that while the workmen were awaiting either their formal termination or formal closure of the establishment or (hopefully) the recommencement of the operations, the company mooted a proposal for settlement since the workmen had, in the meanwhile, initiated proceedings u/s 33(C)(2) of the Industrial Disputes Act, 1947.

16.3 It also emerges from the record that in view of such proposal or suggestion, the workmen arranged for a general meeting which is said to have been held on March 2, 2005. It is claimed that the majority of the workmen attended the said meeting and during the meeting a resolution was passed authorising the union nominated representatives to negotiate with the company for full and final

settlement on amicable and mutually agreeable terms.

16.4 It further appears that pursuant to such resolution by the union, the nominated representatives opened dialogue with the company and negotiations were initiated. This resulted into a settlement between the company and the union and as a result of discussion various terms of the agreement were settled and were incorporated in form of terms and conditions in the settlement.

16.5 Subsequently on March 11, 2005 the settlement was duly signed and executed. Thereafter as mentioned earlier, joint request was made to the Labour Court which was considering the Recovery Application filed by the union/workmen to accept the settlement on record and to pass an order in terms of the settlement. The Labour Court, as noticed earlier, passed the order as per the joint request and in pursuance to the order, the company deposited the entire amount before the Labour Court. It is not in dispute that the amount so deposited includes the total principal amount/payable towards gratuity of the workmen.

16.6 As per the settlement the company is deemed to have been closed down on and from March 11, 2005. The amount payable towards gratuity is also calculated on that basis i.e. by taking the same as the date of termination of employment of the workmen. Thus, it is in this backdrop that the question has arisen about entitlement for interest for the alleged delay in payment for the period between December 1, 1993 to March 11, 2005, or rather March 15, 2005 (when the company deposited the amount with the Registry of the Court).

16.7 The workmen concerned in present petitions claim that once it is accepted that the date of termination of employment is December 1, 1993, the said date will be the date for cause of action viz. the date of entitlement for gratuity and if the gratuity amount is not paid on the said date or immediately thereafter then, for the period of delay from the said date until the actual date of payment, the workmen would be entitled for interest. Per contra the company claims that there is no such right reserved in favour of the workmen after the settlement and the right for interest conferred by the statute has been waived and therefore neither the claim for interest is justified nor the order granting such benefit is justified.

17. In this backdrop of facts it is appropriate at this stage to take into account relevant provisions under the Act. Section 4 of the Act contains the provision which confers right in favour of employee to receive gratuity and it inter alia provides that subject to the fulfilment of the conditions mentioned therein an employee would be entitled to receive gratuity on his superannuation or retirement or resignation or on his death or disablement due to accident or decease. Section 7(2) places an obligation on employer to make the payment towards gratuity as soon as it becomes payable. Sub-section 3(A) of Section 7 attaches an obligation to pay interest in event of any delay caused in making payment towards gratuity. Proviso of said Sub-section 3(A) provides that if the delay in payment is due to the fault of employee, such interest shall not be

payable. The said Sub-section 3(A) of Section 7 and its proviso reads as under:

3(A) If the amount of gratuity payable under Sub-section (3) is not paid by the employer within the period specified in Sub-section (3), the employer shall pay, from the date on which the gratuity becomes payable to the date on which it is paid, simple interest at such rate, not exceeding the rate notified by the Central Government from time to time for repayment of long-term deposits, as that Government may, by notification specify:

Provided that no such interest shall be payable if the delay in the payment is due to the fault of the employee and the employer has obtained permission in writing from the controlling authority for the delayed payment on this ground.

18. The proviso clarifies the position that interest can be denied in certain circumstances or eventualities. The said sub-section and proviso also clarify the position that the right for claiming and receiving interest at the rate prescribed by the rules, in the event of delay in payment of gratuity, is a right created by the said statute.

19. The question, therefore, in this background, is whether the order of controlling authority directing the payment of interest from December 1, 1993 to March 15, 2005 is justified in the facts of present case.

20. The position can be well appreciated in light of the judgment of the Hon'ble Apex Court in the case between Union of India (UOI) Vs. Ujagar Lal,

2. The only question argued in this appeal is: whether the respondent is entitled to the payment of interest for failure to release the death-cum-retirement gratuity under the Rules? The Tribunal in the impugned order made on November 22, 1990 in O.A. No. 1383/1990 directed interest @ 7% per annum for the first twelve months and @ 10% per annum for the period thereafter. The admitted position is that the respondent was unauthorisedly in occupation of the quarter allotted to him and, therefore, he was not paid death-cum-retirement gratuity since the respondent had remained in possession unauthorisedly for more than two years. This question was considered by this Court in Raj Pal Wahi and Ors. v. Union of India and Ors. SLP (C) Nos. 7688-91/1988 decided on November 27, 1989 and held that in those circumstances, the Court was, unable to hold that the petitioners were entitled to get interest for the delayed payment of death-cum-retirement gratuity as the delay in payment occurred due to the order passed on the basis of the said circular of Railway Board and not on account of administrative lapse. In this case, in view of the circular issued by the administration directing not to make payment of death-cum-retirement gratuity till the retired employee surrenders possession, the delay in payment was due to any administrative lapse but on account of the circular issued by the Board. Under these circumstances, the respondent is not entitled to the interest as directed by the Tribunal.

(emphasis supplied)

21. Thus, the Hon''ble Apex Court has held that in the facts and circumstances of the case, the interest can be denied or proper orders with regard to the claim for interest can be passed.

22. In the present case, it is also required to be noticed that after the settlement, the concerned workmen approached the authority after gap of two years. The Appellate Authority has proceeded in the matter without taking into consideration and without ascertaining the points whether the workmen had filed application praying for condonation of delay or not and whether the delay was actually condoned at the stage before the controlling authority or not. The petitioner also claims that appellate authority proceeded without delay having been duly condoned and that the delay on the part of the concerned workman/ employee coupled with the fact that they are in occupation of the quarters of the company would disentitle them from claiming interest.

23. In the case between Vaidhnathan v. Deputy Commissioner of Labour (supra) the Hon''ble Supreme Court has held 2002 III LU 922 at p.923:

6. The Payment of Gratuity Act does not anywhere provide that it is impermissible for a workman to agree to scale down the amount of gratuity payable to him in the circumstances like the present, or in any other circumstances. The Act imposes an obligation on the employer to pay gratuity to those eligible under the Act the amounts calculated in accordance with the provisions of the Act. If the workman, who is entitled to receive those amounts, willingly agrees to give up a portion of that amount in the background of the sickness of the undertaking and the need for revival which would, entail heavy financial investment by the person who had come forward to revive the undertaking, it cannot be said that the, provisions of the Act is violated by reason of that agreement which they have entered into u/s 18(1) of the Industrial Disputes Act.

7. Any agreement solemnly entered into is meant to be binding on the parties, unless the agreement is vitiated by any factor recognised by law. No such vitiating factor has been demonstrated to have existed, and the authorities below have rightly acted upon that agreement. The findings of fact recorded by them show that the workmen had in fact received the amounts in full quit of all their claims towards gratuity.

(emphasis supplied)

24. In the present case, settlement has been arrived at between the Union representing the workmen and management. The said settlement has been examined by the Labour Court and the same has been held to be legal and in the interest of workmen. Challenge, if any, against the settlement has not been concluded in favour of any of the said 19 workmen until now and that is not the claim of the workmen before this Court.

24.1 It is also not in dispute that 393 workmen out of 412 workmen have

accepted the payments under the settlement since 2005.

24.2 It is also not in dispute that by virtue of the settlement, the petitioner-company deposited the entire amount of settlement which would include the principal amount of gratuity and also paid the agreed ex gratia amount and that except the concerned 19 workmen others have accepted the settlement and the amount. Further, though as many as 16 terms have been enumerated in the settlement no provision keeping open the right to claim interest, is made in the settlement. Thus, in view of the payments made by the company by virtue of the said settlement, particularly the ex gratia amount and the same having been accepted by as many as 393 workmen the claim for interest is deemed to have been waived by workmen by accepting the settlement and the benefits flowing therefrom more particularly because the settlement does not reserve or keep alive the right to claim interest. When the settlement has been arrived as a full and final settlement and as held by the Hon"ble Apex Court, a workman can agree to even scale down the principal amount of gratuity, he can also scale down or waive his right to claim interest in given set of circumstances.

25. In the present case, when the settlement does not reserve any right in favour of the workmen to claim interest and when it expressly provides that the settlement is full and final settlement of all claims, then, it would not be unjust or unsafe to assume that the claim for interest has been forgone or waived by the workmen by accepting the settlement and by accepting payment as per the settlement, unless and until the settlement is declared invalid and/or not binding to the workmen.

26. When as many as 393 workmen have not alleged that the settlement was arrived at without any knowledge or consent and have not alleged that settlement is unjust, the settlement cannot be ignored or overlooked at this stage, at least not until it is declared, by competent Court, unjust or not legal and not in the interest of workmen and not until it is so set aside. In absence of such declaration and without addressing and dealing with the above said issues, the appellate authority could not have at this stage directed the company to pay interest to the applicants.

27. Reliance has been placed by the petitioner-company on document at Annexure-I, page-55 which is record of the minutes of the meeting of the workmen of the petitioner-company. It was held on March 2, 2005. The workmen appear to have allowed the Union/its office bearers or representatives to enter into settlement and it is pursuant to such authorization that the settlement has been arrived at. The petitioner-company has also referred to the record of the meeting dated March 2, 2005 (page-70) which gives out that the workmen had authorized the Union/representatives to enter into negotiation and settlement in respect of various unpaid amounts including gratuity and it is pursuant to such authorization that the settlement has been arrived. Thus, prima facie, the settlement appear to have been arrived at by following usual procedure and the said settlement has been accepted by almost 95% of the workmen. When the

memo of the settlement contains as many as 16 different terms and conditions which, with reasonable care and caution, deal with and take care of most situations and yet do not include amongst them any provision reserving the right to claim interest then it is not unsafe to presume that by accepting the settlement and the payment, the workmen have consciously not reserved the right to claim interest and therefore, such right is deemed to have been waived, particularly as a barter for receiving ex gratia amount mentioned in the settlement. The Controlling Authority accepted the said preposition and rejected the applications of present petitioners and the petitioners, aggrieved by the decision of the Controlling Authority approached the appellate authority and the appellate authority has set aside the order of the Controlling Authority and held that the workmen are entitled, in view of Section 7(3), to claim and receive interest.

28. The Appellate authority has recorded that the employer has deposited the amount towards gratuity before the Labour Court but the amount towards interest from January 1, 1994 to March 15, 2005 has not been included in the amount deposited before the Labour Court.

29. The Appellate Authority has, however, not considered the position of law laid down by the above referred judgments. The Appellate Authority has also not considered the aspects discussed earlier. Actually the authority has not even addressed this issue and not recorded any finding. It is pertinent that actually the Controlling Authority had rejected the applications in light of the settlement, however the appellate authority has set aside the order of controlling authority without addressing any of the aforesaid issues or aspects. The subsequent factual position with reference to the applicants (present petitioners) with regard to the withdrawal and acceptance of the amount deposited before the Labour Court by them, is unclear. Whether the applicants-petitioners have subsequently withdrawn and accepted the amount deposited before the Labour Court or not is required to be ascertained. Besides this, it was alleged-claimed during the submissions that some of the workmen have put in motion action in law against the settlement. However nothing in this regard comes out from the order or record. Likewise, whether the delay in preferring the application(s) has been properly condoned or not, is also not clear from the order of Controlling Authority or of the Appellate Authority. Without properly condoning the delay, after hearing the employer and after considering its objections and only after being satisfied with the justification for cause of delay, the delay could have been condoned and without delay, having been condoned the Appellate Authority could not have passed such order and directions. However these aspects are not coming out clearly from the order.

30. Since, while passing the impugned order and the directions, the Appellant Authority has failed to consider the aspects mentioned above and also since the proceedings are infected with procedural defects, there appears no alternative except to remand the proceedings to the Appellate Authority, by setting aside the

order and directions. It seems that in these proceedings, it would not be practicable to ascertain the factual aspects, and above that it would not be possible to correct the procedural defect inasmuch as, though the applications were filed after long delay, no decision, despite employers objection/contention, on that count is found in the order. Without any application, delay could not have been condoned and without formally condoning delay (after being satisfied about cause) any order on merits could not have been passed. If such an order is not passed, the error can't be rectified in these proceedings. Hence, as aforesaid, there is no alternative except remanding the matter after setting aside the impugned order. Under the circumstances following order is passed:

31. The impugned order dated December 31, 2008 passed by the Appellate Authority in Appeal No. 32 of 2008 is set aside. The, proceedings of the Appeal are remanded to the Appellate Authority who shall ascertain and determine whether each of the concerned applicants have filed necessary application before the Controlling Authority seeking relief, of condonation of delay and whether any order-condoning delay was passed by the Controlling Authority or not. If such application(s) was/were not filed or if any order condoning delay was not passed, then the Appellate. Authority shall decide the further cause of-action after considering the contentions of the petitioner-employer. In the event, appropriate order(s) was/were passed condoning delay, then the Appellate Authority will, after hearing both the sides, pass appropriate orders regarding the claim for interest, after (i) ascertaining whether the claimants have accepted the payment/withdrawn the amounts from the Labour Court or not and (ii) after considering the legal position regarding claim for interest and waiver of such right, clarified by the judgments of the Hon''ble High Courts and Hon''ble Supreme Court, including the aforesaid judgments, and also the following observations by the Hon''ble High Court of Calcutta in the case of Texmaco Limited v. Appellate Authority and Ors. (supra) where the Hon''ble High Court of Calcutta has observed that:

28. For the purpose of this case, we would assume that the closure of the Industrial Undertaking was illegal. However, as noticed hereinbefore, even if an Industrial Dispute was raised the same could have been resolved by reason of a settlement. Such settlement having been arrived at and the same being binding on all the workmen, the question of the matter being reopened and the instance of the controlling authority does not arise.

29. Even in a case of this nature the controlling authority would have no jurisdiction to arrive at a conclusion that the settlement is illegal. The findings of the authority under the said Act have wide repercussions. It may be true that the said Act contains a non-obstante clause but so does Industrial Disputes Act.

32. The Appellate Authority shall pass fresh order(s), after hearing both the sides, as early as possible preferably within four months from the date of receipt of this order.

33. With the aforesaid clarification and directions, the petitions are partly allowed. Rule is made absolute to the aforesaid extent with no costs.