

(2006) 05 JH CK 0018

In the Jharkhand High Court

Case No : WPS No"s. 4125, 4159, 4160, 4161, 4166, 4167, 4169, 4170 and
4180 of 2004

Rameshwar Prasad and Others

APPELLANT

Vs

Bharat Refractories Ltd. and Others

RESPONDENT

Date of Decision : 09-05-2006

Acts Referred:

Citation : (2006) 3 JCR 511

Hon'ble Judges : Permod Kohli, J

Bench : Single Bench

Advocate : R.N. Sahay and Jyoti Prasad Sinha, for the Appellant; B.B. Sinha, for the Respondent

Judgement

Permod Kohli, J.—All these writ petitions involve common question relating to the grant of compensation in terms of Voluntary Retirement Scheme, 2002 floated by the Respondent No. 1. In view of the common issue involved, all these petitions have been taken up for disposal by a common order.

2. It is not in dispute that petitioners in all these petitions opted for voluntary Retirement Scheme, 2002 and they were entitled to the compensation in terms of the Scheme. Clause (G) of the Scheme provide for payment of compensation. Under this clause an employee is entitled to compensation equal to 35 days of every completed year of service and 25 days in respect to the balance service in the Company, In so far the employees who have completed 30 years of service/ they are entitled to 60 months salary for the past service at the rate of last drawn pay subject to the condition it does not exceed the emoluments payable for the remaining period of service. It further provide for 50 per cent of the compensation amount as above in respect to the balance service in terms of Clause (H)(i). According to the petitioners, respondents have not released the total compensation after petitioners opted for the Voluntary Retirement Scheme in accordance with the stipulations as contained in the Scheme itself and the amount paid is equivalent to 22.5 months salary which is much less than payable

under the Scheme.

3. In the counter affidavit filed by the respondents, what has been slated is that the claim of the petitioners is based upon misinterpretation of Clause 4 (g) and Clause 4 (g) (i) of the Scheme.

4. With a view to explain the stand of the respondents, learned Counsel appearing submits that every employee, who sought voluntary retirement under the Scheme is entitled to be paid compensation in accordance with Clause (g) i.e. equivalent to 35 days salary for the every completed years of service and 25 days salary for the balance service. According to him this clause is applicable irrespective of the period of service completed with the respondent-Company. On specific question asked by the Court to explain the stipulation (g) (ii), learned Counsel submits that the employee was required to give option, whether he claims compensation under Clause (g) or (g) (ii).

5. I have perused the Scheme. There is no condition in the Scheme, which required an employee to give option whether to receive compensation under Clause (g) or Clause (ii) or any other clause of the Scheme. As a matter of fact, the Scheme classifies the employees, who have completed more than 30 years of service and those who have less than 30 years of service. In respect to those employees, who completed 30 years of service, Clause (g) (ii) read with (H) (i) is applicable and in respect to others Clause (G) with (H) (i) are applicable. All the petitioners have completed more than 30 years of service with the respondent-Company and are entitled to be compensated in accordance with Clause (G) (ii) read with (H) (i). These petitions are, accordingly, allowed with a direction to the respondents to determine the compensation payable to the petitioners in terms of Clause (G) (ii) read with (H) (i) of the 2002 Scheme and pay the compensation within a period of three months from today. Failure on the part of the Respondent-Company to pay the compensation within the stipulated period, the respondent-Company shall be further burdened with the payment of interest @ 6 per cent from the date of expiry of the period, till the amount is actually paid.