

(2009) 08 DEL CK 0257

In the Delhi High Court

Case No : Writ Petition (C) No. 3920 of 2008 and C.M. No. 7590 of 2008 (for stay)

Shri Prakash Chand

APPELLANT

Vs

Superex Industries

RESPONDENT

Date of Decision : 26-08-2009

Acts Referred:

Constitution of India, 1950 — Article 226

Citation : (2009) 08 DEL CK 0257

Hon'ble Judges : S.N. Aggarwal, J

Bench : Single Bench

Advocate : Deepali Gupta, for the Appellant; Nemo, for the Respondent

Final Decision : Dismissed

Judgement

S.N. Aggarwal, J.—The workman in this petition seeks to challenge an order dated 19.09.2006 passed by the Labour Court dismissing his claim u/s 33-C(2) for an amount of Rs. 9,000/-(Rs. 3,000/-on account of earned wages for the month of September, 1997; Bonus of Rs. 3,000 for the year 1997; overtime of Rs. 1,500/-and Earned Leave encashment of Rs. 1,500/-).

2. The Petitioner had resigned from the service of the Respondent w.e.f. 25.09.1997 after settling his account with the management and receiving the full and final payment from the Respondent by means of a cheque. The written request made by the Petitioner for resigning the service of the Respondent has been proved by the management as document Ex. MW-1/2. The request made by the Petitioner for settlement of his account is proved as Ex. MW-1/1. The management of the Respondent had made the payment to the Petitioner in full and final settlement by means of a cheque, copy of which was proved before the Labour Court by the management as Ex. MW-1/4 and the copy of the Settlement Deed was also proved as document Ex. MW-1/5.

3. The plea of the Petitioner before the Labour Court was that his signatures

were obtained by the management on certain blank papers for which he has lodged a police complaint dated 03.10.1997. This plea did not find favour with the Court below for the reason that the Petitioner had admitted his signatures not only on the letter of resignation but also on the Settlement Deed and also at the back of the cheque received by him in full and final settlement. The Court below has also taken note of the fact that the cheque received by the Petitioner in full and final settlement was got encashed from the bank by none else but by the Petitioner himself. Under the circumstances, it is difficult to believe that the signatures of the Petitioner were obtained on blank papers, as alleged by him. It seems that the Petitioner had left the service of the Respondent voluntarily after settling his account in full and final and for that reason, no fault can be found in the impugned award that may call for an interference by this Court in exercise of its extraordinary discretionary writ jurisdiction under Article 226 of the Constitution.

4. In view of the above, I do not find any merit in this writ petition which fails and is hereby dismissed. Application for stay pending on record is rendered infructuous.