
(2016) 09 OHC CK 0007
In the Orissa High Court
Case No : O.J.C. No. 6679 of 1994

Sri Upendra Ku. Pradhan

APPELLANT

Vs

P.O., Labour Court, Bhubaneswar

RESPONDENT

Date of Decision : 13-09-2016

Acts Referred:

Constitution of India, 1950 — Article 226
Industrial Disputes Act, 1947 — Section 25-F, Section 25FF

Citation : (2017) LabLR 558 : (2017) LIC 398

Hon'ble Judges : Kumari Sanju Panda and Shri Sujit Narayan Prasad, JJ.

Bench : Division Bench

Advocate : M/s. J. Das, S. Das and G.B. Jena, Advocates, for the Opposite Parties No. 2; M/s. N.K. Mishra, B. Dasmohapatra, Advocates, for the Petitioner; Mr. Sorajananda Mishra, A.G.A, for the Opposite Parties No. 1

Final Decision : Dismissed

Judgement

S.N. Prasad, J. - This writ petition is against the award dated 16.07.1993 passed in I.D. Case No. 52 of 1991 whereby and where under the Presiding Officer, Labour Court has directed the management to pay compensation amount of Rs.5,000/- to the workman in addition to the amount already received through cheque.

2. Case of the petitioner-workman in brief is that he was appointed as Proof Reader under Sambad & Eastern Medica Ltd., where he joined on 1.5.1984 and worked till 10.08.1990 and thereafter he was not allowed to enter the premises by the Security Staff of the management.

The Palekar Award of the year 1998 and Bachawat Award of the year 1990 was made applicable to the petitioner-workman but no such benefit has ever been extended in his favour.

3. The petitioner is against the action of the management whereby and where under he has not been allowed to discharge his duty and thereafter he has

received a letter from the management whereby he was shown to be retrenched w.e.f. 8.8.1990. The petitioner has raised industrial dispute challenging the illegal order of retrenchment, the same was admitted into conciliation, the conciliation having been failed, a reference was made for its adjudication which has been registered as I.D. Case No.52 of 1991.

4. Case of the opposite party-management is that the petitioner was engaged as Proof Reader and at that time from amongst five Proof Readers after introduction of computerized laser system in the year 1988 making the manual proof Reader as not necessary and as such there was no work for five Proof Readers to perform and as such the management on humanitarian point of view took sympathy and offered alternative employment to the Proof Readers, however few of them had accepted the offer of alternative employment and some of them did not accept the offer of alternative employment, hence according to rules, their services were terminated as per service conditions. The Management closed down its proof reading section and closure compensations were also offered to the Proof Readers and as such procedure before retrenchment has been followed.

5. The Labour Court after hearing the parties has formulated three issues i.e., as follows;

(i) Whether the termination of services of Second party workman is due to closure of the particular Section in the establishment of first party or under colourable pretence it has been done so?

(ii) Is the termination of services legal and/or justified and tantamount to retrenchment?

(iii) To what relief the workman is entitled?

While answering the issue no.1 which is to decide as to whether the termination of the service of the second party-workman is due to closure of particular Section in the establishment of first party or under colourable pretence it has been done so. While answering the issue, the petitioner-workman himself has been examined as W.W.1 who has deposed in the Examination-in-chief who has supported his grievance by deposing that no retrenchment compensation has been paid before retrenching him from service.

But according to the management, the Proof Reading Section since been closed due to introduction of computerized Laser System as such the service of the Proof Readers since was not required, hence they have been offered with alternative employment to all the persons working as Proof Readers, however some of them have accepted the offer but the petitioner-workman has not accepted the offer. The Labour Court after appreciating the evidence has come to a finding regarding the plea having been taken with respect to the offer of alternative employment, that no such documentary evidence has been produced in this regard by the management, however with respect to the intention of the closure of Proof Reading Section, the Labour Court has given a conscious finding

that due to introduction of computerized laser system and due to the urgency and for the betterment of the system of printing in the management, the Proof Reader system has been replaced by computerized laser system, hence came to conclusion that closure of Proof Reading Section being not mala fide and also the decision has not found to be arbitrary.

6. With respect to issue no.2 which relates as to whether the termination of service is legal and/or justified tantamount to retrenchment. While answering the issue, the Tribunal has taken into consideration the definition of "retrenchment" as per the provision of Section 2(oo) and Section 9A of the I.D. Act which stipulates a condition precedent for changing the service conditions applicable to the workman in respect of any matters specified in the Fourth Schedule.

7. After discussing the legal and factual aspect, the Labour Court has come to finding that termination of service of the workman is due to bona fide closure of proof reading section and it is for "any reason whatsoever", the management terminated the services of surplus staff. With respect to the plea of offer of Alternative employment, no evidence has been produced.

Further the finding has been given that while answering the issue no.2 holding therein that the workman is entitled for relief with back wages since it is a case of retrenchment and the management has failed to comply the mandatory provisions of Section 25-F of the Industrial Disputes Act.

8. Issue no.3 pertains to as to what relief the workman is entitled to? While answering this issue, the Labour Court has considered the provisions of Section 25-F of the I./D. Act and after discussing it, he has come to conclusion that the order of retrenchment can only be passed in exceptional cases while the universal rule in all cases is to pay compensation in lieu of reinstatement.

9. After taking into consideration the fact that the proof reading section has been closed due to introduction of computerized laser system and also after taking into consideration that there is no restriction in retrenching the services of employees if they would found to be surplus but before that statutory provision as contemplated under Section 25-F of the I.D. Act is mandatorily to be followed, hence bringing this case not in exceptional nature has directed the management to pay compensation of lump sum amount of Rs.5,000/- to the workman in addition to the payment already made through cheque which will meet the ends of justice.

10. Learned counsel for the petitioner at the outset has submitted that he is not against the finding given by the Labour Court with respect to awarded amount of compensation, however he has submitted that amount of compensation may be enhanced taking into consideration and order passed in O.J.C. No.8948 of 1993 which has been passed in the similar nature of case by which the awarded amount of Rs.5000/- has been enhanced to the tune of Rs.50,000/- as compensation.

11. While on the other hand, learned counsel representing the management has vehemently opposed the prayer of the petitioner by submitting that the order passed in OJC No.8948 of 1993 is not applicable in the facts and circumstances of this case for the reason that the award itself suffers from infirmity as because Section 25-F of the I.D. Act is not at all applicable on account of the fact that since the service of the petitioner was not required due to closure of the proof reading section and after its closure, the offer was made to the petitioner along with other employees working in the proof reading section, some of them have accepted offer of alternative appointment but the petitioner has not accepted the same, hence it cannot be said to be an case of retrenchment. Hence, violation of Section 25-F of the A.D. Act will not be applicable.

He further submits that at best it can be said a case of 25FFA but the Labour Court has not taken into consideration this aspect of the matter. He further submits that the petitioner has already been paid the required amount of compensation as per the provision of Working Journalists (Conditions of Service and Miscellaneous Provisions) Act 1955, wherein special provision has been made under Section 4 which provides the quantum of the amount of compensation to be paid in the case of retrenchment and accordingly required amount of compensation has been paid, as such the order of Labour Court directing to pay sum of Rs.5,000/- apart from the amount which has already been paid is not proper and illegal.

12. In order to appreciate the arguments advanced on behalf of the parties, it would be relevant to have a discussion regarding the provisions as contained in Section 25F and 25FFA, which are being reproduced below for ready reference:-

"Sec. 25F. Conditions precedent to retrenchment of workmen.- No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until-

(a) The workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;

(b) The workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay (for every completed year of continuous service) or any part thereof in excess of six months; and

(c) Notice in the prescribed manner is served on the appropriate Government (or such authority as may be specified by the appropriate Government by notification in the Official Gazette).

Sec. 25FFA. Sixty days' notice to be given of intention to close down any undertaking.- (1) An employer who intends to close down an undertaking shall serve, at least sixty days before the date on which the intended closure is to become effective, a notice, in the prescribed manner, on the appropriate Government stating clearly the reasons for the intended closure of the

undertaking:

Provided that nothing in this section shall apply to ?

(a) An undertaking in which ?

(i) Less than fifty workmen are employed, or

(ii) Less than fifty workmen were employed on an average per working day in the preceding twelve months,

(b) an undertaking set up for the construction of buildings, bridges, roads, canals, dams or for other construction work or project.

(2) Notwithstanding anything contained in sub-section (1), the appropriate Government, may, if it is satisfied that owing to such exceptional circumstances as accident in the undertaking or death of the employer or the like it is necessary so to do, by order, direct that provisions of sub-section (1) shall not apply in relation to such undertaking for such period as may be specified in the order."

From perusal of Section 25F of the I.D. Act, it is evident that no workman employed in an industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until (a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice; (b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay (for every completed year of continuous service) or any part thereof in excess of six months; and (c) the notice in the prescribed manner is served on the appropriate Government.

Thus, the provision of Section 25F is mandatorily to be followed in case of retrenchment of the workman.

13. The retrenchment has been defined under Section 2(oo) which speaks as follows:-

"Sec. 2 (oo). "retrenchment" means the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action, but does not include-

(a) voluntary retirement of the workman; or

(b) retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf; or

(bb) termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein; or

(c) termination of the service of a workman on the ground of continued ill health."

From bare definition of "retrenchment", it is evident that retrenchment means the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action, but does not include voluntary retirement of a workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf; or as a result of non-renewal of the contract of employment between the employer and the workman concerned and termination on the ground of continued ill-health.

14. So far as the definition of retrenchment is concerned, the same has been taken into consideration by the Hon"ble Apex Court in the case of *Pipraich Sugar Mills Ltd. v. PSM Mazdoor Union* reported in AIR 1957 SC 95, wherein the Hon"ble Apex Court has pleased to hold that retrenchment means a termination by the employer, of a service of a workman, who is a workman as defined in Section 2(s), according to which a workman is a persons who is employed in an industry. "Industry" means a "live industry" and not a closed one. The entire scheme of the Act assumes that there is in existence, an industry and then proceeds to provide for various steps to be taken when a dispute arises in the industry. Thus, the provisions of the Act relating to "lockout", "strike", "lay-off", "retrenchment", "conciliation" and adjudication on proceedings have meaning only if they refer to an "industry" which is running and not to one which is closed. Therefore, Section 2 (oo) and Section 25F have not applicable to a closed or a dead industry. In other words, there can be no "retrenchment" unless there is a discharge of the surplus labour or staff, in a continuing or running industry.

Section 25FFA contains the provision for closing down an undertaking and the process which is to be followed for the said purpose.

15. After going through the pleading made in the writ petition and the stand taken by the parties which has been observed by the Labour Court in the award, we find that due to introduction of computerized "Laser" system, the proof reading section has been closed and as such it cannot be said that the entire industry has been closed down rather only one section of the industry i.e., proof reading section has been closed down, hence the provision of Section 25FFA will not be applicable in the facts and circumstances of this case. Since Section 25FFA relates to the procedure to be followed in case of closing down an undertaking and before doing that at least 60 days notice will be required to submit before the appropriate government stating clearly the reasons for the intended closure of the undertaking.

16. We gather from the Section 25FFA that this Section is applicable only in case of closing down an undertaking and it does not relate to a particular section of the undertaking.

17. The fact of this case is that proof reading section, where the petitioner was working as a Proof Reader has been closed down due to introduction of

computerized "Laser" system and the same is for betterment of the industry and as such the service of the Proof Readers have found to be surplus, hence they have been sought to be retrenched from the work of Proof readers.

18. Hence, it will come under the purview of Section 25FF in view of the definition of "retrenchment" as contained in Section 2(oo) which speaks that retrenchment means that the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action as enshrined under Section 2(oo)(a)(b)(bb) and (c).

19. After going through the fact of this case, since service of the petitioner has been sought to be dispensed with and ultimately it has been dispensed with due to introduction of computerized "Laser" system and due to closure of proof reading section, hence it will be said to be retrenchment of a workman for any reason whatsoever, the reason being the closure of proof reading section after introduction of computerized "Laser" system. The moment the service of an employee will be retrenched, provision of Section 25F will come into play which contains a condition precedent for retrenchment of workmen.

20. Now, it is to be seen as to whether the condition contained in Section 25F has been followed in this case or not; since it has been submitted by the learned counsel for the management that the compensation amount has been paid as per the provision of Working Journalists Act, 1955 and in consonance with the provision of Section 25F of the I.D. Act, 1947.

21. Section 25F contemplates a condition that a workman is to be given one month notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of notice and since the petitioner who is coming under the parameter of the Working Journalists and Other Newspaper Employees (Conditions of Service) and Miscellaneous Provisions Act, 1955, hence the provision of Section 4 of the said Act will be applicable in respect of certain case of retrenchment, for ready reference Section 4 is being reproduced herein below:

"Sec.4. Special provisions in respect of certain cases of retrenchment.- Where at any time between the 14th day of July, 1954 and the 12th day of March, 1955, any working journalist had been retrenched, he shall be entitled to receive from the employer-

(a) wages for one month at the rate to which he was entitled immediately before his retrenchment, unless he had been given one month's notice in writing before such retrenchment; and

(b) compensation which shall be equivalent to fifteen days' average pay for every completed year of service under that employer or any part thereof in excess of six months."

From perusal of the provision as contained in Section 4, the amount of compensation in lieu of notice will be equivalent to fifteen days' average pay for

every completed year of service under that employer or any part thereof in excess of six months, but as per the detail contained in the record, the same having been discussed at length by the Labour Court and the amount of compensation has not found to be sufficient and as such it has been held that there is violation of Section 25F of the I.D. Act. Accordingly, the Labour Court has taken a conscious view that under Section 25F, reinstatement since not a universal rule rather the compensation is universal as per the Section 25F of the Industrial Act, 1947, hence has not passed the order of reinstatement rather passed the order of compensation to the tune of Rs.5,000/- in addition to the payment already made.

22. Thus, the Labour Court has passed an order of compensation to the tune of Rs.5,000/- in addition to the payment already made taking into consideration the fact that there is violation of Section 25F of the I.D. Act, the Labour Court has also accepted the plea of the management that the offer of alternative employment has been made to the workman which he has not been accepted, hence it cannot be said to be retrenchment but we are approving the view of the Labour Court for the reason that no employer can force an employee to continue with a work which he is not desirous to perform. Here, it is a case where the petitioner was working as Proof Reader in which he was expert and due to introduction of computerized "Laser" system since been closed, hence offer of alternative appointment said to have made to the workman and which according to the management has not been accepted by him.

23. According to us, since the petitioner was having expertise in proof reading, hence the management should not have forced the petitioner to perform another duty which does not suit him as per his calibre and expertise, hence the Labour Court has come to conscious finding that no documentary evidence has been produced that any offer has been made for getting alternative appointment. Taking into consideration this aspect of the matter, the Labour Court has come to conscious finding by saying that it is a case of retrenchment, hence allowed the amount of compensation.

We after taking into consideration all aspects of the matter as discussed herein above and also considering the finding given and recorded in the award, found no discrepancy and infirmity in the same.

24. Learned counsel for the petitioner has produced an order passed by this Court in OJC No.8948 of 1993, wherein the amount of award has been enhanced from Rs.5,000/- to Rs.50,000/- has been given and by furnishing the same order, it has been submitted that the amount of award may kindly be enhanced. But we are not ready to accept the said aspect of the matter, it is for the reason that the award has been passed in the year 1993 and the same has been challenged by way of this writ petition by filing it on 3.1.1994, while it has been submitted by the learned counsel for the management that a cheque of Rs.5,000/- has been paid by way of cheque but according to the petitioner, the same has been bounced and as such since the amount has been paid by way of cheque and it

has been placed by the petitioner in the Bank but however according to the petitioner it has been bounced, implied meaning of the same is that the petitioner has accepted the award by accepting cheque which has been produced before the Bank for its encashment, but however it has been bounced.

25. It is settled that this Court sitting under Article 226 of the Constitution of India can judicially review the finding given by the Tribunal, if the finding is perverse but nothing has been brought on record to suggest that the finding given by the Tribunal is perverse. Hence, there is no reason to interfere with the finding given by the Tribunal. Reference in this regard may be made to the judgment rendered by Hon''ble Supreme Court by its Full Bench in the case of Syed Yakoob v. K.S. Radhakrishnan and others reported in AIR 1964 SC 477 wherein at paragraph-7 their Lordships have been pleased to hold as follows:-

"7.The question about the limits of the jurisdiction of High Courts in issuing a writ of certiorari under Article 226 has been frequently considered by this Court and the true legal position in that behalf is no longer in doubt. A writ of certiorari can be issued for correcting errors of jurisdiction committed by inferior courts or tribunals; these are cases where orders are passed by inferior courts or tribunals without jurisdiction, or in excess of it, or as a result of failure to exercise jurisdictions. A writ can similarly be issued where in exercise of jurisdiction conferred on it, the Court or Tribunal acts illegally or improperly, as for instance, it decides a question without giving an opportunity to be heard to the party affected by the order, or where the procedure adopted in dealing with the dispute is opposed to principles of natural justice. There is, however, no doubt that the jurisdiction to issue a writ of certiorari is a supervisory jurisdiction and the Court exercising it is not entitled to act as an appellate Court. This limitation necessarily means that findings of fact reached by the inferior Court or Tribunal as a result of the appreciation of evidence cannot be reopened or questioned in writ proceedings. An error of law which is apparent on the face of the record can be corrected by a writ, but not an error of fact, however grave it may appear to be. In regard to a finding of fact recorded by the Tribunal, a writ of certiorari can be issued if it is shown that in recording the said finding, the Tribunal had erroneously refused to admit admissible and material evidence, or had erroneously admitted inadmissible evidence which has influenced the impugned finding. Similarly, if a finding of fact is based on no evidence, that would be regarded as an error of law which can be corrected by a writ of certiorari. In dealing with this category of cases, however, we must always bear in mind that a finding of fact recorded by the Tribunal cannot be challenged in proceedings for a writ of certiorari on the ground that the relevant and material evidence adduced before the Tribunal was" insufficient or inadequate to sustain the impugned finding. The adequacy or sufficiency of evidence led on a point and the inference of fact to be drawn from the said finding are within the exclusive jurisdiction of the Tribunal, and the said points cannot be agitated before a writ court. It is within these limits that the jurisdiction conferred on the High Courts under Article 226 to issue a writ of certiorari can be legitimately exercised."

We have also perused the judgment rendered by the Hon"ble Apex Court in the case of Swaran Singh and another v. State of Punjab and others reported in (1976) 2 SCC 868, their Lordships discussing the power of writ court under Article 226 for issuance of writ of Certiorari has been pleased to hold at para-12 and 13, that certiorari jurisdiction can be exercised only for correcting errors of jurisdiction committed by inferior courts or tribunals. A writ of certiorari can be issued only in the exercise of supervisory jurisdiction which is different from Appellate jurisdiction. The writ jurisdiction can extend only to cases where orders are passed by inferior courts or tribunals in excess of their jurisdiction or as a result of their refusal to exercise jurisdiction vested in them or they act illegally or improperly in the exercise of their jurisdiction causing grave miscarriage of justice. In regard to finding of fact recorded by an inferior tribunal, a writ of certiorari can be issued only if in recording such a finding, the tribunal has acted on evidence which is legally inadmissible or has refused to admit admissible evidence or if the finding is not supported by any evidence at all, because in such cases the error amounts to an error of law, a pure error of fact, however grave, cannot be corrected by a writ.

In another judgment rendered by the Hon"ble Apex Court in the case of Heinz India Private Limited and another v. State of Uttar Pradesh and others reported in (2012) 5 SCC 443, their Lordships have been pleased to hold at para-66 and 67, which is being quoted herein below:-

"66. That the Court dealing with the exercise of power of judicial review does not substitute its judgment for that of the legislature or executive or their agents as to matters within the province of either, and that the court does not supplant "the feel of the expert" by its own review, is also fairly well settled by the decisions of this Court. In all such cases judicial examination is confined to finding out whether the findings of fact have a reasonable basis on evidence and whether such findings are consistent with the laws of the land.

67. In Dharangadhra Chemical Works Ltd. v. State of Saurashtra reported in AIR 1957 SC 264, this Court held that decision of a tribunal on a question of fact which it has jurisdiction to determine is not liable to be questioned in proceedings under Article 226 of the Constitution unless it is shown to be totally unsupported by any evidence.

In the case of Thansingh Nathmal reported in AIR 1964 SC 1419, the Hon"ble Supreme Court has been pleased to hold that the High Court does not generally determine questions which require an elaborate examination of evidence to establish the right to enforce for which the writ is claimed."

Yet in another judgment rendered by the Hon"ble Apex Court in the case of M/s. Pepsico India Holding Pvt. Ltd. v. Krishna Kant Pandey, (2015) 4 SCC 270 wherein their Lordships while discussing the scope of Article 226 and 227 of the Constitution of India in the matter of showing interference with the finding of the Tribunal has been pleased to hold after placing reliance upon the judgment

rendered in the case of *Chandavarkar Sita Ratna Rao v. Ashalata S. Guram*, (1986) 4 SCC 447 as follows:

"17. In case of finding of facts, the court should not interfere in exercise of its jurisdiction under Article 227 of the Constitution. Reference may be made to the observations of this Court in *Bathutmal Raichand Oswal v. Laxmibai R. Tarta* where this Court observed that the High Court could not in the guise of exercising its jurisdiction under Article 227 convert itself into a court of appeal when the legislature has not conferred a right of appeal. The High Court was not competent to correct errors of facts by examining the evidence and re-appreciating. Speaking for the Court, Bhagwati, J. as the learned Chief Justice then was, observed at p. 1301 of the report as follows: (SCC p. 864, para 7)

"The special civil application preferred by the appellant was admittedly an application under Article 227 and it is, therefore, material only to consider the scope and ambit of the jurisdiction of the High Court under that article. Did the High Court have jurisdiction in an application under Article 227 to disturb the findings of fact reached by the District Court? It is well settled by the decision of this Court in *Waryam Singh v. Amarnath* that the power of superintendence conferred by Article 227 is, as pointed out by Harries, C.J., in *Dalmia Jain Airways v. Sukumar Mukherjee* to be exercised most sparingly and only in appropriate cases in order to keep the subordinate courts within the bounds of their authority and not for correcting mere errors. This statement of law was quoted with approval in the subsequent decision of this Court in *Nagendra Nath Bose v. Commr. of Hills Division* and it was pointed out by Sinha, J., as he then was, speaking on behalf of the court in that case:

It is thus, clear that the powers of judicial interference under Article 227 of the Constitution with orders of judicial or quasi-judicial nature, are not greater than the power under Article 226 of the Constitution. Under Article 226 the power of interference may extend to quashing an impugned order on the ground of a mistake apparent on the face of the record. But under Article 227 of the Constitution, the power of interference is limited to seeing that the tribunal functions within the limits of its authority."

Thus, it is evident that the proposition laid down in the case of *Syed Yakoob* (supra) still holds good.

26. Thus it is settled proposition that under Article 227 of the Constitution of India, the power of interference is limited only to see that the tribunal functions within the limits of its authority, however under Article 226 of the Constitution of India the power of interference may extend to quashing an impugned order on the ground of a mistake apparent on the face of record and hence if there is no mistake apparent on the face of record, the High Court cannot act as a court of Appeal by appreciating the evidence to substitute the views, but after appreciating rival submission of the parties and on examination of finding given in Award by the Labour Court, we find no mistake apparent on the face of record

rather the finding given by the Labour Court is based upon cogent evidence and also the Award is under limits of authority.

27. Hence, we decline to exercise the power conferred under Article 226 and 227 of the Constitution of India to reverse the fact finding given in Award on the basis of the reasons discussed above.

However, if the amount as awarded has not yet been disbursed, the same shall be disbursed in favour of the petitioner forthwith.

In the result, writ petition fails and accordingly it is dismissed.