
(2008) 03 JH CK 0080
In the Jharkhand High Court

Tata Steel Ltd.

APPELLANT

Vs

Awatar Singh and Another

RESPONDENT

Date of Decision : 11-03-2008

Acts Referred:

Industrial Disputes Act, 1947 — Section 33C

Citation : (2008) 2 JCR 637

Hon'ble Judges : R.K. Merathia, J

Bench : Single Bench

Final Decision : Allowed

Judgement

R.K. Merathia, J.—Heard the parties finally.

2. Petitioner has prayed for quashing the order dated 4.4.2007, passed by the Labour Court, Jamshedpur in M.J.C. Case No. 35 of 2002 filed by the respondents u/s 33C(2) of the Industrial Disputes Act (ID Act for short).

3. The respondents were terminated on 27.7.1982. On 30.6.1988, an award was passed for reinstatement with 2/3rd back wages. The Management challenged the said award by filing writ petition, which was dismissed. The Management went to Supreme Court by filing Special Leave Petition, which was also dismissed on 7.4.1997. Thereafter, the respondents entered into an agreement with the Management on 18.6.1997 foregoing their claim of reinstatement if payment is made to them in lieu of their service till they reached the age of superannuation, in terms of the agreement.

4. In 2004, there was a settlement between the Management and the recognized Union for Grade Revision and other benefits notionally with effect from 1.1.1997 and actually from 1.1.2001. On the basis of such settlement, the respondents filed the petition in question, u/s 33C(2) of the ID Act. The contention of the Management before the Labour Court was that the said application was not maintainable as the amount in terms of the agreement was already paid and no further amount was payable in terms of the agreement.

5. The Labour Court allowed the claim of the respondents. It observed that "the moot question for discussion is that whether the scale of Grade Revision is applicable to the applicants or not?. It is true that there is no clear-cut averment regarding it in the compromise agreement (Exts. A and A/1)".

But on the basis of the Grade Revision Settlement and in view of para 3 of the compromise agreement, the Labour Court held that respondents-applicants become beneficiary of the Grade Revision.

6. It is submitted by Mr. Rajiv Ranjan that the Labour Court has not considered para 4 of the agreement, which reads as follows:

That the workman shall be paid by the Company every month Full Basic Wage, Dearness Allowance, House Rent Allowance only at the present rate (rate as fixed on 7.4.1997-Total emoluments Rs. 6,986/-) from 8.4.1997 till the date of superannuation of the workman on attaining 60 years of age as per the record of the Company, i.e. 10.7.2008. This emolument of Rs. 6.986/- subject to deduction of Income Tax if applicable should be credited in his Bank Account No. 1995 of United Bank of India, Sakchi, Jamshedpur.

The wages (after deduction of Income Tax if applicable) from June 1997 and subsequently on or before 10th of every month thereafter till 10.7.2008.

He further submitted that thus there was dispute between the parties whether the applicants-respondents could be held beneficiary of the Grade Revision or not and such dispute could not be decided u/s 33C(2) of the ID Act. He relied on the judgment reported in State of Uttar Pradesh and Another Vs. Brijpal Singh, .

7. Mr. Ughal, appearing for the respondents, on the other hand supported the impugned order.

8. In my opinion, the Labour Court went beyond it's jurisdiction. The Management disputed the claim of the respondents and therefore contended that the application u/s 33C(2) was not maintainable. It is clear that there was dispute between the parties as to whether the Grade Revision Settlement of 2001 will be applicable to the respondents in view of the terms of agreement dated 18.6.1997 or not. Such dispute could not be decided by the Labour Court. The scope of Section 33C(2) of the ID Act has been well defined. It is in the nature of execution proceedings in which the Labour Court calculates the amount of money due to a workman which has already been adjudicated upon, but the Labour Court had no jurisdiction to first decide the workmen's entitlement/claim and then to proceed to compute the claim.

9. In the facts and the circumstances, noticed above, I am left with no option than to quash the impugned order.

It goes without saying that the respondents will be a liberty to take recourse to other legal proceedings, If available to them under the law.

In the result, this writ petition is allowed. However, no costs.