
(2018) 08 UK CK 0053

In the Uttarakhand High Court

Case No : Writ Petition No. 189 (M/S) of 2017

Uttarakhand Transport Corporation

APPELLANT

Vs

Bal Krashna Giri

RESPONDENT

Date of Decision : 09-08-2018

Acts Referred:

Industrial Disputes Act, 1947 — Section 33-C (2)

Citation : (2018) 08 UK CK 0053

Hon'ble Judges : SHARAD KUMAR SHARMA, J

Bench : Single Bench

Advocate : N.S Pundir, Narendra Bali

Final Decision : Partly Allowed

Judgement

SHARAD KUMAR SHARMA, J.

1. The petitioner is a Corporation, who has given challenge to the award dated 17.09.2016, as rendered by the Presiding Officer, Labour Court,

Haridwar in proceedings under Section 33-C (2) of the Industrial Disputes Act, 1947 which was registered as Civil Misc. Dispute No. 19 of 2016.

While rendering the impugned award, the issue pertaining to the payment of Leave Encashment for the period of 300 days was adjudicated in favour

of the Workman/respondent. While deciding the issue, the learned Labour Court has held that the workman has rendered his services w.e.f.

04.04.1976 till he attained the age of superannuation on 31.07.2015.

2. It has been further held that in accordance with last pay drawn by him i.e. of Rs. 4,14,070/-, at the time of retirement, vide order no. 2284 dated

14.07.2015, he was held entitled for payment of 300 days' Leave Encashment, which stood approved by the Corporation by the aforesaid letter,

which was quantified as Rs. 4,14,070/-.

3. In view of the letter dated 14.07.2015, as a matter of fact, there exists no controversy regarding liability of respondent, and as such, pertaining to the

entitlement of the Workman / respondent to receive the Leave Encashment for the aforesaid period in view of the admitted case of the petitioner.

4. Consequently, by the impugned award and as a result thereof, the petitioner has been held liable to pay the amount of Rs. 4,14,070/- (Four Lakhs

Fourteen Thousand Seventy Only) to the respondent.

5. On scrutiny of the grounds taken in the writ petition, precisely as contained in grounds D and E, the concern expressed by the petitioner was in

relation to the part of the award, which relates to levying of interest at the rate of 12 per cent per annum, in event, if there is failure on the part of

petitioner to honour the award within a period of 30 days from the date of award.

6. Having heard the learned counsel for the parties and taking into consideration the admitted position and the fact that the Corporation itself has

sanctioned the Leave Encashment vide letter dated 14.07.2015, it no more remains an issue to be adjudicated upon pertaining to the entitlement of the

petitioner to the payment of 300 days' leave encashment and once the said aspect stands settled, obviously the Corporation has to honour the

payment of Leave Encashment, as approved by them.

7. This Court feels that the pendency of the proceedings and the time consumed therein ought not to entail liability of interest on the Corporation. In

that eventuality, while affirming the award dated 17.09.2016 insofar as it relates to the payment of Leave Encashment, as settled therein, the same is

modified to the extent that if the petitioner pays the amount, as awarded by award dated 17.09.2016 towards Leave Encashment within a period of 30

days from today, the Corporation would not be liable to pay any interest from the period 17.09.2016 till the extended period, as granted to them by

today's judgment.

8. Subject to the above observations, the writ petition partly succeeds.

9. However, there would be no order as to costs.