

**THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
CUM LABOUR COURT DELHI - 1
NEW DELHI.**

Present: **Justice Vikas Kunvar Srivastava (Retd.)**
(Presiding officer)
CGIT, Delhi-1

LCA No. 17/2018

Shri Ish Kumar Pruthi
As represented by
Shri Satish Kumar, Authorised Representative
House No. 4, Gali No.1, Karkardooma Village
Delhi-110092

Claimant...

Versus

The DGM
Bank of Baroda
(Formerly known as Vijay Bank)
Regional Office, IIIrd Floor,
Vijaya Building, 17, Barakhamba Road,
New Delhi-110 001.

Management...

Sh. Satish Kumar, A/R alongwith claimant.
Shri Shubhankar Sharma, A/R for the management.

ORDER

Shri Ish Kumar Pruthi be filed an application under Section 33-C(2) of the Industrial Dispute Act, 1947, for computation of amount payable alongwith interest as per award given in I.D. No.134/1997 and order of Hon'ble High Court of Delhi vide WP (C) No.9341/2004 & CM Appeal No. 8330/2004.

2. Central Government Industrial Tribunal given its award on 18.4.2004 in favour of the workman and vide para 13 ordered his reinstatement with full back wages. The extracted para 13 is reproduced below:

“13. In view of above I find that the action of the management of Vijay Bank, New Delhi in dismissing Shri Ish Kumar Pruthi, workman is not legal and justified. Therefore, it deserves to be quashed and the workman is entitled to be reinstated in service with continuity of service, full back wages and all other consequential benefits within a month from the publication of the award. Parties shall bear their own costs. Order is given accordingly”.

3. The management assailed the aforesaid award of the CGIT, before the Hon'ble High Court of Delhi, in W.P. (C) No.9341/2004 & CM Application No. 8330/2004, 1972/2005 & 6726/2014. The Hon'ble High Court of Delhi, passed therein its order dated 14.12.2017 and made it clear in para 55 & 56 of the judgement that the workman is entitled to receive 75% of his back wages, which is reproduced below :

“55. The question, then arises as to the quantum of “lump-sum compensation” that should be awarded to the respondent. Given the fact that the respondent has not been serving the petitioner, since the date of his dismissal from service, I am of the view that the interests of justice would be subserved if the respondent were awarded 75% of the back wages to which he would be entitled till the date of his superannuation (which, I am informed is 2 years hence). The wages payable to employees of the petitioner – Bank are governed by the Bipartite Settlements, arrived at, from time to time, between the Bank and the employees. In working out the back wages that would have been payable to the respondent and consequently, 75% thereof periodical revisions of wages payable, on the basis of Bipartite Settlement arrived at from time to time, would be taken into account. At the same time, pursuant to interim orders passed by this court under Section 17-B of the Act, a certain monthly amount has been paid to the respondent, by the petitioner. Though the respondent has expressed his dissatisfaction therewith, in various interlocutory

applications that have been filed by him from time to time, it is not necessary to enter into the said application now, in view of the order that is being passed today. Sufficient it to state that the payment to be made to the respondent, as per this judgment, would be so made after deducting the amounts paid to the respondent under Section 17-B of the Act. Further, in case the petitioner is able to establish that the respondent has, at any point of time after his dismissal from service by the petitioner, been in gainful employment, the amount earned by the respondent in the course of such employment would also be deductible, while making payment to him in terms of this judgment.

56. No further amount (including retiral benefits) would be payable to the respondent, apart from the above”.

4. The workman was filed an LCA No.17/2018 before this Tribunal for computation of awarded amount as per judgement of Hon’ble High Court of Delhi and during the pendency of case, the management was filed an LPA No. 300/2018 before the Hon’ble High Court of Delhi. Hon’ble High Court of Delhi given its order on 29.5.2018 and directed the management to deposit of Rs.20,00,000 with the Registrar General of High Court of Delhi.

5. The Hon’ble High Court of Delhi passed its order on 8.2.2023 and confirmed the contents of para 55 of judgement of Hon’ble High Court of Delhi dated 14.12.2017 and matter further sent to this Tribunal for computation of money as per para 55 of judgement of Hon’ble High Court of Delhi and directed both the parties to submit written synopses of their respective arguments before this Tribunal on 22.2.2023.

6. The claimant filed an application before this Tribunal on 22.02.2023 alongwith copy of award, judgements of the Hon’ble High Court of Delhi and his due-drawn statement as per para 55 of the judgement of Hon’ble High Court of Delhi and copies of the same were

supplied to the management. The management have not filed any documents before this Tribunal on 22.02.2023. This Tribunal given the opportunity to the management to file their written statement/reply before the Tribunal on 22.03.2023. But the management have not complied the direction of the Tribunal and requested for grant of further time for submission of written statement/reply. The Tribunal have again granted the time to the management to submit their written statement on 29.03.2023, 12.04.2023, 24.04.2023, 08.05.2023 but they have not again filed anything before the Tribunal on scheduled date and asked for further extension. The management have submitted their written submission on 10.05.2023 the last date of hearing, alongwith due drawn statement in which they have included the Basic Pay with annual increment, Special Pay, DA & HRA and copies of the same were supplied to the workman.

7. The claimant was filed the calculation chart sheet alongwith the Bipartite Settlements, orders of Dearness Allowance and due-drawn statement with clear cut clarity that what benefit the workman is entitled to or what to be deleted from the due-drawn statement of management. The workman was entitled for :

- (i) Total amount of workman was (Salary & Allowances w.e.f. date of dismissal 01.07.1992 to date of retirement 31.05.2019) **Rs.96,87,264/-**.
- (ii) 75% of wages to be paid to the workman as per para 55 of judgement of Hon'ble High Court of Delhi of **Rs.72,65,448/-**.
- (iii) Less : Amount already paid by the management (17-B & order of the Hon'ble High Court of Delhi) of **Rs.28,49,160/-**.
- (iv) Net balance amount to be paid of **Rs.44,16,288/-**.

8. The management submitted due-drawn statement that which benefits the claimant is entitled to :

Net salary Rs.65,14,379/- (1.7.92 to 31.5.2019)

75% of wages as per para 55 of judgement
of Hon'ble High Court of Delhi Rs.48,85,784/-

Already paid amount (17B & order of Hon'ble High
Court of Delhi) Rs.28,49,160/-

Balance amount to be paid by the management Rs.20,36,624.35

9. The management argued that the claimant calculation is on higher side on account of annual increments for which they have quoted a judgement of the Hon'ble Supreme Court of India given in CA No. 5523 of 2013 @ SLP (C) No.9338 of 2012 decided on 17.07.2013 in the matter of State of Punjab Vs. Jaswant Singh Kanwar. The A/R of the claimant clarified that it has been made clear in para 55 of judgement of the Hon'ble High Court of Delhi dated 14.12.2017, the workman is entitled for 75% of his wages as per Bipartite Settlement signed from time to time hence the workman have only claim his wages as per BPS signed from time to time and nothing extra has been claimed by the workman. The Hon'ble High Court of Delhi have also made it clear in the judgement that the workman is entitled to receive 75% of his wages alongwith reinstatement in his service.

10. The award of the CGIT which has been confirmed by the Hon'ble High Court, in clear terms orders reinstatement of the claimant in service with continuity in service and backwages alongwith all consequential benefits. In view of the above award the period in which the claimant was parted with service by the employer shall be treated with deeming effect that the claimant was continuing in service notionally during that period also. The argument of learned counsel for

the management that increment is not chargeable during that period in the wages of claimant for the reason he was actually and physically not working in the establishment. This argument has further no substance on the ground that the service, service condition, payment of wages and other consequential benefits are governed by the Bipartite Settlement agreement between the claimant and his employer. The Hon'ble High Court has also in Para 55 of its judgment has impressed to calculate the wages in accordance with that Bipartite Settlement agreement. The calculation chart submitted by the claimant is completely in consonance with the Bipartite Settlement agreement and the directions given by Hon'ble High Court in Para 55 of its judgment. Even with the same rate of increment the management has also submitted the calculation chart but for the charging the increment in the period during which the claimant was forcibly parted with from service by the management. The statement as to the calculation of backwages and benefits payable to the claimant is therefore not acceptable. The tribunal has concurred with the statement as to the calculation on backwages between of 75% as directed by the Hon'ble High Court with all further direction with regard to the adjustment of amount already paid by the management. Therefore, the calculation statement to be drawn by the claimant is made part of this order as the amount payable to the claimant under the award passed by CGIT dated 18.03.2004 and direction of the Hon'ble High Court in Writ Petition No.9341/2004.

ORDER

11. After hearing the arguments of both the parties, going through all the records, settlement, judgement of Hon'ble High Court of Delhi and as per award already given by the Tribunal, the claimant Shri Ish Kumar Pruthi is entitled to receive the due money of Rs. **44,16,288/-** as

per calculation sheet submitted by the workman alongwith the interest w.e.f. 31.5.2019 (date of retirement). The management of Bank of Baroda is further directed to made the payment of Rs.**44,16,288/-** along with simple interest payable at current rate of bank interest w.e.f. 31.5.2019 to the workman Shri Ish Kumar Pruthi within the 90 days of issue of this order. The workman was entitled for :

- (i) Total amount of workman was (Salary & Allowances w.e.f. date of dismissal 01.07.1992 to date of retirement 31.05.2019) Rs.**96,87,264/-**.
- (ii) 75% of wages to be paid to the workman as per para 55 of judgement of Hon'ble High Court of Delhi of Rs.**72,65,448/-**
- (iii) Less : Amount already paid by the management (17-B & order of the Hon'ble High Court of Delhi) of Rs.**28,49,160/-**.
- (iv) Net balance amount to be paid of Rs.**44,16,288/-**.

An order is, accordingly, passed. File, after completion, be consigned to record room.

Justice Vikas Kunvar Srivastava (Retd.)
Presiding Officer
May 10, 2023