IN THE COURT OF THE LABOUR COURT, HUBBALLI.

PRESENT : Sri. RAJKUMAR S. AMMINABHAVI,
B.Com.,LL.B.(Spl.),
PRESIDING OFFICER, LABOUR COURT,
HUBBALLI.

APPLICATION No. 12/2026

Dated this, the 09th day of July, 2026.

Between :

Sri. Shivanand S/o Nagappa Savadatti,
Age: 64 years, Occ: Retired Junior Assistant,
R/o. H. No. 13, Shiva Krupa, Green Park,
Opp. Kumar Vyasa Nagar,
Hubballi, 580032
Taluk: Hubballinagar, Dist:Dharwad .... **Applicant.**

(By Sri. M. H. Bhat, Advocate.)

-Vs-

The Management of NWKRTC,
Hubballi-Dharwad City Division,
Represented by its Divisional Controller,
5th Floor, C.B.T. Hubballi-580023 .... **Respondent.**

(By Smt. R. S. Bagali, Advocate.)

ORDER ON MAIN PETITION

The present application is filed by the applicant U/s. 33-C(2) of I.D. Act, 1947, praying for, to compute the amount due to the applicant by the respondent and also to direct the respondent to pay the wages and also interest at the rate of 10% p.a.

2. ***<u>The brief facts of the case of the applicant are as under:</u>***

It is averred in the application that, the applicant was an employee of the respondent-corporation and he was retired from the service on 30.06.2023. The respondent-corporation have not paid the arrears of wages from 01.01.2020 to 28.02.2023. As per the agreement between Management and Union, the employees of the corporation are entitle for difference of wages and other benefits. The Management has entered into agreement once in four year between the Union. As per the agreement every employee of the corporation are entitle for enhancement of wages as per the agreement w.e.f. 01.01.2020. The respondent-corporation even up to this date they have not paid the arrears of wages from 01.01.2020 to 28.02.2023 to the applicant. The said agreement is applicable to Class-II, Class-III and Class-IV employees of the corporation. The present applicant is coming in the category of Class-III employees of the corporation. Therefore, the said agreement is applicable to the present case in hand.

3. Further, it is submitted that, as per the agreement the basic pay to be added by 15%, also to D.A. and HRA. But, the respondent have not implemented the agreement up to February 2023. Though, the applicant was retired from the service on 30.06.2023 and the respondent have included 15% hike in wage from 01.01.2020. The respondent-corporation have not paid the wages as per the agreement w.e.f. 01.01.2020 to 28.02.2023 to the applicant. Hence, the applicant is entitled for difference of arrears of wages. A separate calculation sheet is enclosed. Thereby, the applicant is entitled to a sum of Rs.3,25,716/- as per the scale of the corporation. The respondent have paid the

difference of gratuity and encashment of leave as per the agreement. It is further submitted that, the applicant is a workman within the meaning of Sec. 2(s) of I.D. Act, and respondent is an Industry within the meaning of Sec. 2(j) of I.D. Act. The applicant has got existing rights in view of the said agreement. The applicant was not approached any other authority or Court for claiming the amount mentioned in this application. For all other reasons, he prays for, to compute the amount due to the applicant to be payable by the respondent along with interest at the rate of 10% p.a.

4. After service of notice to the respondent, the respondent appeared through their counsel by filing application under Section 36(4) of I.D. Act, seeking permission to engage their counsel and said application was allowed. Accordingly, the respondent have filed objections to the main petition contending inter-alia that, the application filed by the applicant is not at all maintainable either in law or on facts and same is liable to be dismissed. The applicant has no existing right to claim the amount as shown in the memo of calculation. The calculation made by the applicant has no any basis, the wages shown in the statement is not true and correct. Thereby, the applicant is not entitle for the amount as claimed in the application.

5. The petition filed by the applicant is outside the scope and ambit of jurisdiction of this Court under Section 33 (C-2) of I.D. Act. The applicant has no existing right to claim the monetary benefits. On that ground also, it is liable to be dismissed. But, they have taken specific contention that, the respondent-corporation is a public sector corporation, any

settlement entered between the management and the employees union regarding revision of pay scale must be accepted by the State Government, unless and until State Government accepted the revision of pay scale, the same cannot be implemented by the respondent-corporation. Till today the State Government did not accepted revision of pay scale. Hence, the application filed by the applicant is premature and liable to be rejected. The memo of calculation made by the applicant is on the basis of imaginary and the claim made by the applicant is not at all maintainable. For all other reasons, the respondent prays for, to dismiss the application filed by the applicant.

6. To prove the case, the applicant himself examined as PW.1 by filing chief affidavit. He has reiterated the averments made in the application. He has produced xerox copy of "ಲೆಕ್ಕಪತ್ರ ಇಲಾಖೆ ಸುತ್ತೋಲೆ ಸಂಖ್ಯೆ: 01/2024 ಕರಾಸಾ/ಕೇಕ/ಲೆಪ/ವೇತನ/ಕಸಂ-24/904/24-25 ದಿನಾಂಕ: 27.06.2024" and he has been fully cross-examined. After closer of evidence of the applicant, on behalf of the respondent one of the official witness Accounts Supervisor was examined as RW.1 by filing his chief affidavit. He has reiterated the contentions taken in their objections. Through him got marked 3 documents as per Ex.R1 to R3 and he has been fully cross-examined. After closer of evidence of the respective parties, case is posted for arguments.

7. Heard the arguments.

8. On the basis of pleadings and evidence, the following points that would arise for my consideration:

1. Whether the application filed by the applicant under Section 33-C(2) of I.D. Act, 1947, is maintainable ?

2. What order ?

9. On appreciation of the oral and documentary evidence, the following are my answers to the above said points:

Point No.1 : Partly in the Affirmative.

Point No.2 : As per final order for the following;

REASONS

10. **Point No. 1 :** To prove the case of the applicant, the applicant himself examined as PW.1 by filing chief affidavit. He has reiterated the averments made in the application. He has produced xerox copy of "ಲೆಕ್ಕಪತ್ರ ಇಲಾಖೆ ಸುತ್ತೋಲೆ ಸಂಖ್ಯೆ: 01/2024 ಕರಾಸಾ/ಕೇಕ/ಲೆಪ/ವೇತನ/ಕಸಂ-24/904/24-25 ದಿನಾಂಕ: 27.06.2024". In his cross he deposed that, in the year 2023 he was retired from the service. It is true that, in between corporation and their union there was an agreement took place. He denied the suggestion that, only the corporation will release the amount only after acceptance of the proposal made by the corporation. He denied the suggestion that, already respondent-corporation have paid 11 months salary. He denied the suggestion that, the balance of arrears of the amount they shall pay only after acceptance of their proposal. He denied the other suggestions.

11. On behalf of the respondent one of the official witness Accounts Supervisor was examined as RW.1 by filing his chief affidavit. He has reiterated the contentions taken in their

objections. Further he deposed that, as per the Government order, the revised pay scale from 01.01.2021 to 30.11.2021 was paid to the applicant i.e., 11 months pay scale was paid. For subsequent period the Government has not given approval for release of the balance amount and thereby only, the Government has not approved for payment of remaining balance amount. Hence, the respondent shall not liable to pay the arrears of balance amount. The respondent-corporation is a public sector corporation, any settlement entered into between the management and the employees union regarding revision of pay scale must be accepted by the State Government, unless and until State Government accepted the revision of pay scale the same cannot be implemented by the respondent-corporation. Till today the State Government did not accepted revision of pay scale. Thereby, the application filed by the applicant is premature one. The calculation made by the applicant is highly exorbitant, excessive and calculated without any basis and incorrect and same may be rejected.

12. Through RW.1, 3 documents got marked. The xerox copy of Karnataka Government Proceedings, which is marked as Ex.R1. The order copy dated 09.05.2026 wherein the four respondent-corporation have submitted circular Government notification "ದಿನಾಂಕ 01.01.2021 ರಿಂದ 30.11.2021 ರವರೆಗೆ 11 ತಿಂಗಳ ವೇತನ ಪರಿಷ್ಕರಣೆಯ ಹಿಂಬಾಕಿ ಮೊತ್ತ ಪಾವತಿಸುವ ವಿಷಯವಾಗಿ ಕ್ರಮ ವಹಿಸಲು ಸೂಕ್ತಾಧಿಕಾರಿಗಳು ಆದೇಶಿಸಿರುತ್ತಾರೆ." As per the Government notification the claim of the applicant is 01.01.2021 to 28.02.2023 out of that, only they have released 26 months balance amount as per Ex.R2 dated 09.05.2026. The respondent have ordered for release of out of 26

months 11 months arrears of salary i.e., from 01.01.2021 to 30.11.2021, the copy of same is marked as Ex.R2. The calculation sheet is submitted with respect to M. N. Savadatti as per Ex.R3. The respondent shall due of Rs.86,091/- only. Whereas, in his cross he deposed that, he do not know on which date the applicant was retired from the service. It is true that, on 01.01.2020 the present applicant was in service. It is true that, as per the circular 01.01.2020 revision of pay scale 15% is to added on basic pay and the said difference amount is to be included gratuity and leave encashment and difference amount with respect to gratuity and leave encashment is to be payable at the time of retirement. So also it is true that, the difference of gratuity and leave encashment 15% from 01.01.2020 is payable to the present applicant and also any employee who were retired from the service and after retirement the said amount shall be payable. It is true that, in Ex.R1 there is no mentioning of specific sentence that, difference of gratuity and leave encashment of 15% not payable. It is true that, as per Ex.R3 the respondent have paid from 01.01.2021 to 30.11.2021 for 11 months arrears of wages. It is true that, the applicant was retired from the service on 30.06.2023. As per Ex.R3 PF amount was credited to the applicant's PF account. It is true that, deduction of PF amount is stopped on account of his retirement. It is true that, the monthly PF amount shall to be credited to the PF account of the applicant and they have paid the PF amount after retirement of the applicant. He denied the suggestion that, they have payable difference of salary with gratuity and PF of the applicant from 01.01.2020 to 28.02.2023. Further, it is true that, they shall have payable employees difference amount from 01.01.2020 to 31.12.2020 till his date of retirement by way of re-fixation of the gratuity and leave encashment amount. It is true that, the difference amount was paid in the month of December 2024. He denied other suggestions. He do not know there was an agreement between corporation and union.

13. On perusal of oral evidence coupled with documentary evidence, there is no dispute with respect to relationship between applicant and respondent. It is also an admitted fact that, there was an agreement took place between management and union and as per the agreement the respondent shall have to pay arrears of wages, gratuity and leave encashment from 01.01.2020 to 28.02.2023 to the applicant who is one of the employee of the respondent-corporation and as per the agreement the respondent have paid only 11 months difference of wages only to the tune of Rs.51,760/- to the applicant as per the calculation memo- Ex.R3 produced by the respondent and they shall have to pay due amount of Rs.86,091/-. It is also admitted that, on the difference amount the respondent have paid gratuity and leave encashment. As the applicant himself deposed that, they have paid only 11 months balance amount. In his chief he has stated that, the respondent-corporation have paid the difference gratuity and encashment of leave as per the agreement. Thereby, the respondent shall have to pay only difference of wages of Rs.86,091/- as per Ex.R3. Hence, in the light of above observations, the application filed by the applicant is maintainable. Hence, I constrained to hold **Point No.1 Partly in the Affirmative**.

14. **Point No. 2 :** In view of the above said findings, this Court proceed to pass the following :

ORDER

The application filed by the Applicant U/s. 33-C(2) of I. D. Act, 1947, is hereby partly allowed.

The Respondent shall have to pay due amount of Rs.86,091/- to the Applicant within one month from the date of this order.

In default of it, the Respondent shall have to pay 6% p.a. interest on the due amount.

(Dictated to the Stenographer, transcript is revised and typed by her, corrected and then signed and pronounced by me in the open Court, today, on ***09th day of July, 2026).***

Sd./-
(RAJKUMAR S. AMMINABHAVI)
Presiding Officer,
Labour Court, Hubballi.

ANNEXURE

Witnesses examined and documents marked on behalf of the applicant :

P.W.1 : Shivanand S/o Nagappa Savadatti.

Documents:

-- NIL --

Witnesses examined and documents marked on behalf of the respondent :

R.W.1 : Piedade D. Gudinho.

Documents:

Ex.R.1 : Karnataka Government proceedings copy.

Ex.R.2 : Order copy dtd. 09.05.2026.

Ex.R.3 : Calculation sheet.

Sd./-
Presiding Officer,
Labour Court, Hubballi.