

BEFORE THE MEMBER, INDUSTRIAL COURT NO.02, KOLHAPUR**COMPLAINT (U.L.P) NO.15/2024.**

Anganwadi Karmachari Sabha (Maharashtra),
20 Pandur, Tal. :- Kudal, Dist. :- Sindhudurga. .. **Complainant**
Through The General Secretary.

V/s.

1) The Chief Executive Officer, .. **Respondent No.01**
Zilla Parishad,
Zilla Parishad Main Administrative Building,
Sindhudurga Nagari, Oras, Tal. :- Kudal,
Dist. :- Sindhudurga 416 812.
The Chief Executive Officer.

2) Dy. Chief Executive Officer, .. **Respondent No.02**
Bal Kalyan, Zilla Parishad, Zilla Parishad
Main Administrative Building, Sindhudurga
Nagari, Oras, Tal. :- Kudal,
Dist. :- Sindhudurga 416 812.

3) Commissioner, .. **Respondent No.03**
Integrated Child Development Scheme,
Maharashtra State, Raigad Bhavan,
Rear Wing, 01st Floor, C.B.D. Belapur 400 614.

CORAM :- Shri. V. P. Adone, Member.

J. O. Code :- MH00009.

APPEARANCE :-

For Complainant : Ld. Adv. Shri. D. S. Joshi

For Respondents :- Ld. Adv. Shri. A. T. Upadhye

ORDER BELOW EXH.U-02

(Passed on this 18th day of September, 2025)

- 1) This application is filed under Section-30(2) of M.R.T.U. & P.U.L.P Act, 1971 for interim order.
- 2) Perused application, complaint and other relevant documents. Heard Advocate Shri. D. S. Joshi for complainants and Advocate Shri. A. T. Upadhye for respondent.
- 3) Complainant is a registered Union representing Anganwadi Sevikas / Madatnis / Mini-Anganwadi Sevikas of respondent Establishment. The members of complainant Union and respondent are employees and employer within meaning under law. The members of complainant Union are paid honorarium. The members of complainant Union are also members of Sindhudurga Zillha Anganwadi Karyakarti Va Madatnis Sahakari Patsanstha Limited, Sindhudurga and they have taken loan to meet family needs. The loan is repaid in installments by deducting from honorarium of complainant Union members. As per Section 49 of Maharashtra Co-operative Societies Act respondent is bound to deduct installments from honorarium of members and deposit same in Co-operative Credit Society. In the judgment of Complaint (U.L.P) No.123/2011 respondent was directed to deduct loan installments and insurance premium from honorarium of complainant

Union members and pay to respective parties. Respondent deducted installments from salary of employees during period October 2022 to November 2023 but failed to deposit in Co-operative Credit Society. Respondent illegally deducted salary of members and kept the amount with themselves. For this act of respondent members of complainant Union had to pay increased exorbitant interest amount. Hence, complaint is filed under Section 28, Schedule IV, Item-9 and 10 of M.R.T.U. & P.U.L.P Act, 1971. In the same proceeding complainant filed interim relief application under Section 30(2) of M.R.T.U. & P.U.L.P Act seeking direction to respondent to deduct installments of loan amount from honorarium and deposit same with respective Credit Society in time i.e. before 15th day of respective month.

4) Application is opposed on the basis of Written Statement and Reply at Exh.C-03. It is denied that respondents are engaged in unfair labour practice and that there is employer – employee relationship between respondent and members of complainant Union. It is alleged that present complaint is not maintainable as the dispute is already decided in Complaint (U.L.P) No.123/2011. It is further submitted that judgment of Complaint (U.L.P) No.123/2011 is challenged before Hon'ble Bombay High Court and matter is subjudice.

5) It is contention of respondent that installments from

honorarium of employees is paid to relevant Credit Society within time. The honorarium of members is first paid by Office of Commissioner to Women and Child Welfare Department and they further send it to Child Development Project on Taluka level and through them honorarium is paid. Some times amount is not remitted to Office of Commissioner by Central or State Government and for this reason delay occurs in payment of honorarium. However, this delay is not deliberate and intentional. For this reason respondent cannot be held responsible for any default. On the basis of these and similar contentions prayer is made to reject application.

6) Heard both learned Advocates and perused the record. On the basis of submission made by respective parties and record produced before this Court, following points are considered for discussion which are discussed and necessary findings to that effect recorded as under :

POINTS

FINDINGS

- | | |
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| 1) Does the Complainants succeed to show strong <i>prima-facie</i> case and balance of convenience in their favour ? | .. In the affirmative. |
| 2) Whether Complainants shall be put to irreparable loss for non grant of interim relief ? | .. In the affirmative. |
| 3) What order and relief ? | .. As per final order. |

REASONS

AS TO POINTS NO.01 TO 03 :-

7) In present case although respondents denied employer – employee relationship, *prima-facie* on the basis of relevant facts of case and other material, it can be held that such relationship cannot be doubted or disputed. Moreover, during trial this question will be specifically answered.

8) In present case decision of Complaint (U.L.P) No.123/2011 dated 06/03/2017 is very relevant. Copy of this judgment is filed alongwith list Exh.U-03. This judgment categorically directs respondent to deduct installments from honorarium of complainant Union members and deposit in respective Co-operative Credit Society. It is submitted that this judgment is challenged before Hon'ble High Court. However, there is no material showing that this judgment is stayed or set-aside by Hon'ble High Court. So it can be said that judgment in Complaint (U.L.P) No.123/2011 is still operational. By virtue of this judgment respondent is duty bound to deduct installments from honorarium of employees and deposit with Co-operative Credit Society.

9) It is contention of complainant Union that respondent deducted installments from salaries of employees pertaining to period October 2022 to November 2023. On the contrary, respondent kept this

amount with themselves and committed offence of criminal breach of trust. It is not denied by respondent that installments from honorarium of October 2022 to November 2023 is deducted and not deposited in the Co-operative Credit Society towards repayment of loan amount.

10) In fact it is contention of respondent that they have not deliberately delayed paying installments of Union members. Moreover, delay is attributed to technicalities and in case amount of honorarium is not paid in time by Central or State Government, they cannot deposit installments of employees in their respective Co-operative Credit Society.

11) Except bare words of respondent there is no supporting material showing that respondents are not responsible for delay in paying installments of employees. On the contrary, it is grievance of complainant that respondents have not even timely deposited installments which was already deducted. It is indeed true that if the installments are not paid in time, employee will be burdened with excess interest amount. The acts of respondent are not at all justified and validated.

12) Taking into consideration all facts of the case and in the light of discussion in above paragraphs, it can be *prima-facie* held that respondents are indulged in unfair labour practice by not deducting

from honorarium and depositing loan installments of complainant Union members in their respective accounts with Co-operative Credit Society. Hence, there is *prima-facie* case and balance of convenience in favour of complainant and irreparable loss will cause to them in case of non grant of interim relief. As a result of this points No.01 and 02 are answered in '**Affirmative**' and as an answer to point No.03 following order is passed.

O R D E R

- 1) Application is allowed.
- 2) Respondents are directed to deduct installments from salary of complainant Union members and deposit it with respective Co-operative Credit Society towards repayment of loan, timely and not beyond 15th day of relevant month.

Kolhapur.
Date :- 18/09/2025.

(V. P. Adone)
Member,
Industrial Court No.02, Kolhapur.