


MHLC340000572021 	Presented on	:	01.04.2021
	Registered on	:	01.04.2021
	Decided on	:	06.03.2026
	Duration	:	Y M D

IN THE COURT OF JUDGE' LABOUR COURT, CHANDRAPUR
(Presided Over by Shri A. D. Tidke)

IDA No. 05 of 2021
Exhibit No.: O/04

Applicant : Pradip Vyenkatesh Yenarkar,
Aged : 59 Years, Occ: Retired.
R/o. Balaji Ward, Chandrapur.
Tah. and Distt- Chandrapur.

V E R S U S

Non-applicant : The Chandrapur District Central
Co-operative Bank Ltd.,
Civil Lines, Chandrapur.
Through its Chairman.

Advocates Appeared

Shri. W. M. Khelkar

Ld. Advocates for applicant.

Shri. A. L. Labhe

Ld. Advocate for non-applicant.

**CLAIM: - APPLICATION UNDER SECTION 33-C(2) OF THE
INDUSTRIAL DISPUTES ACT,1947**

J U D G M E N T

(Delivered on this 6th Day of March, 2026)

This is an application under section 33-C-(2) of the Industrial Disputes Act, 1947 to determine and direct the non-applicants to pay amount of Rs. 6,62,128/-/- with interest @ 12% p.a. thereon till its actual realization.

The case of the applicant in brief as under :

02. The applicant was serving with the non-applicant bank at Sindewahi Branch at the time of his retirement. He was initially appointed as a Clerk and thereafter transferred in the various branches of the non-applicant bank and promoted time to time. The applicant retired from service on 30.06.2020. The service rules and standing orders of the non-applicant bank are applicable to the applicant.

03. It is further submitted that, the non-applicant had given a letter dated 20/26th June, 2019 informed to the applicant that 213 earned leave and 208 half pay leave are balance in his leave account, and the applicant is at liberty to take advantage of the said leave by consuming the same. In response to the said letter, the applicant by his letter dated 23.08.2019 informed to the non-applicant bank that he is ready to work in the said leave period, if the non-applicant bank will pay the salary as per rules. As per Service Rules of the non-applicant bank, if the employee worked in the leave period, the said employee is entitled for the salary of the said leave period. In response to letter dated 23.08.2019 of the applicant, the non-applicant specifically informed the applicant to perform his duties in the entire leave period, which are balance to his leave account due to shortage of employee in the office grade and salary will be paid for the entire leave period. Accordingly, the applicant performed his duties without availing leave from 29.10.2019 till the date of his retirement i.e. till 30.06.2020 i.e. for 08 months.

04. It is further submitted that, the non-applicant had issued a letter

No. ADM/Balance Leave (Shilak Raja)/1442/2019-20 dated 20/26 June, 2019. In response to this letter, the applicant had requested the non-applicant bank to give an opportunity to serve during this leave period till his retirement on payment of salary as per rules vide letter dated 23.08.2019. However, the non-applicant did not give any response to the applicant. Hence, the applicant vide letter dated 01.11.2019, requested to the non-applicant bank to grant him permission to consume leave which was balance at his leave account w.e.f. 06.11.2019. The non applicant bank through it's manager orally informed to the applicant on telephone that since the staff is less and the work of exemption of crop loan (Karja Mafi) is to be done speedily, he should work continuously and a letter to that effect will be sent in due course. As per telephonic order of the Manager of the non-applicant Bank, the applicant had performed his duties during the leave period. The non applicant with reference to the letter dated 23.08.2019 of the applicant issued a letter dated 11.02.2020 informing him to work and salary will be paid for 90 days of medical leave. In response to letter dated 11.02.2020 of the non-applicant bank, the applicant issued a letter dated 24.02.2020 and requested the non-applicant bank to give an opportunity to serve for remaining leave period and to pay salary as per rules. Therefore, the non-applicant did not relieve the applicant till 30.06.2020. As such, as per directions of the non-applicant bank, the applicant served for 08 months continuously instead of consuming leave, and hence, the applicant is entitled to get salary for this period. The applicant was getting salary of Rs. 82,766/- per month. Hence, the applicant is entitled to receive amount of Rs. 6,62,128/- from the non-applicant bank.

05. It is further submitted that, after the retirement of applicant, he orally requested the non-applicant to pay salary of 08 months, for several times by visiting to the Chief Executive Officer Mr. Pote. But the Chief Executive Officer has not given any satisfactory reason stating that the Board has passed resolution not to pay salary to the applicant. Therefore, the applicant made a representation to the non-applicant bank on 13.11.2020 and requested for salary for the aforesaid period. But, the non-applicant bank neither paid salary nor gave any reply to the applicant. Thereafter, the applicant issued legal notice dated 18.12.2020 through his advocate. The non applicant had given false reply to the notice of applicant on 10.02.2021 through its Advocate Asif Sheikh. In the reply, the non-applicant specifically admitted that the applicant has performed his duties from 29.10.2019 to 30.06.2020 during leave period before his retirement and further stated that the in the Executive Board meeting decided not to pay salary to the applicant.

06. The applicant has further submitted that, said resolution is passed after the retirement of applicant. The Board of non-applicant has no legal right to pass any such resolution. As per Service Rules, the applicant is entitled to receive 08 months' salary from the applicant. It is completely exploitation and mal practices on part of the non-applicant bank. On these grounds, the applicant has prayed to allow application as prayed.

The case of the non-applicant in short as under:

07. The application is resisted on behalf of the non-applicant Bank by filing reply at Exh. C-05 and denied all adverse allegations

made in the application.

08. By special pleadings the non-applicant corporation has submitted that the application as framed and filed by the applicant is itself not tenable in the eyes of law or on fact. It is submitted that as per resolution of the Board bearing No. 29 dated 31.12.2020, the Board has passed a resolution to the effect that, as per Service Rules/ HRD policy and as per Rule 9E, the employee is entitled only for salary of 90 days out of the medical leave, if the employee is ready to serve with the bank during his accumulated leave period. It was also resolved that the bank had not permitted him to work more than 90 days period. It is submitted that, as per rules, the applicant is only entitled to the salary of 90 days and that the non-applicant bank was ready to pay the same to the applicant, but the applicant was not ready to receive the same and filed the litigation. As the salary of 90 days was offered to the applicant, but he refused to receive the same, and hence, he is not entitled for any interest over the said amount. The application filed by the applicant is frivolous, vexatious and the applicant had unnecessarily dragged the non-applicant bank in the litigation by making frivolous allegations against the bank. As such, the application filed by the applicant is devoid of merit and is liable to be rejected with compensatory costs of Rs. 25,000/-. The applicant is not entitled to any relief as claimed. The non applicant lastly prayed for rejection of the application.

09. Considering rival pleading of the parties, my the then Ld. Predecessor framed issues below exhibit O-03. The said issues are reproduced here under as it is and I have recorded my findings thereon for the reasons given below.

No	ISSUES	FINDING
1)	Whether the applicant proves that he is entitled to get the amount of Rs. 6,62,128/- along with interest @ 12% p.a. from non-applicant?	Partly affirmative.
2)	What Order ?	As per final order.

:EVIDENCE:

10. In support of his claim, the applicant has examined himself and filed affidavit in lieu of examination-in-chief at Exh. U-10 and closed his evidence through pursis Exh. U-17. The applicant has relied upon the documents; i.e. copy of retirement letter issued by the bank dated 20/26-06.2019 (Exh. U-13), copy of application dated 23.08.2019 submitted by the applicant to the non-applicant bank (Exh. U-23), Copy of letter dated 11.02.2020 issued by the non-applicant bank to the applicant (Exh. U-18), copy of letter dated 30.06.2020 issued by the Bank to the applicant directing the applicant to hand over charge (Exh. U-19), copy of legal notice dated 18.12.2020 issued by the applicant through his Adv. A. S. Dhavane to the non-applicant bank (Exh. U-20), copy of salary sheet of employees of Sindewahi branch for the month of June, 2020 (Exh. U-18), copy of reply dated 10.02.2021 given to the legal notice of applicant given by the non-applicant bank through it's Adv. Asif S. Sheikh (Exh. U-21), copy of application dated 21.01.2022 submitted to the non-applicant bank (Exh. U-19), copy of circular dated 13.08.2019 issued by Chief Executive Officer of the bank (Exh. U-18), copy of application of the applicant dated 13.11.2020 addressed to the non-applicant bank (Exh. U-17), copy of application of

applicant dated 23.08.2019 submitted to the Bank (Exh. U-14), copy of application of applicant dated 01.11.2019 submitted to the Bank (Exh. U-15), copy of application of applicant dated 24.02.2020 submitted to the Bank (Exh. U-16).

11. On the other hand, the non-applicant Bank has examined Mangaldas Baburao Burande as witness no.1 and Avinash Bapurao Lanjekar as witness no.2 by filing affidavit in lieu of examination in chief at Exh. C-11 and Exh. C-21 and closed their evidence through pursis Exh. C-32. The non applicant bank relied upon the documents i.e. copy of minutes of meeting Board of Directors dated 31.12.2020 Resolution No. 29 (Exh. C-16), copy of minutes of meeting dated 29.05.2023 Resolution No. 44(1) (Exh. C-17), copy of certificate dated 08.08.2025 issued by Authorized Officer of Bank (Exh. C-29), copy of letter dated 22/27-10.2020 issued by In charge Manager of the Bank to the Assistant Manager in respect of disbursement of gratuity, leave encashment and security deposit amount of the applicant (Exh. C-24), copy of letter dated 09.09.2020 issued by the Chief Executive Officer of the Bank to Assistant Manager of the Bank in respect of disbursement of leave encashment amount of the applicant (Exh. C-25), copy of minutes of meeting dated 25.04.2018 of the executive committee (Exh. C-26), copy of minutes of meeting dated 30.07.2019 of the executive committee (Exh. C-27), copy of HRD Policy/ Rules and Regulations of non-applicant bank (Exh. C-28), copies of statement of account of the applicant (Exh. C-30 and C-31).

:REASONS:

AS TO ISSUES NOS. 01 AND 02 :-

12. It is undisputed that the applicant was working with the non-

applicant bank. It is also not disputed that the applicant got retired from service of the non-applicant bank on 30.06.2020. It is also not disputed that the applicant was intimated about various leaves standing to the credit of the applicant in his leave account by the non-applicant bank as per letter dated 20.06.2019 (Exh. U-13). It is also not in dispute that as per the said letter the applicant was informed that he may proceed to enjoy such leaves from 29.10.2019. It is also not dispute that the applicant instead of proceeding on leave has continued to work with the non-applicant bank from 29.10.2019 to till the date of his retirement i.e. 30.06.2020.

13. The applicant in his affidavit in lieu of evidence has reproduced contents of the application. The Ld. Adv. for the non-applicant has cross examined the applicant in detail. During cross examination of the applicant, the Ld. Adv. for the non-applicant drawn his attention towards the letter dated 11.02.2020 issued to the applicant on behalf of the non-applicant bank. By referring contents of the said letter to the witness, he was suggested that the non-applicant was ready to pay medical leave salary for the 90 days and the applicant was called upon to continue with the work without proceeding on leave. The said suggestion is admitted by the applicant.

14. The Ld. Adv. for the non-applicant further put question to the applicant that whether he had informed to the non-applicant bank that he is not ready to work by accepting 90 days medical leave salary. While answering to this question, the applicant stated that the non-applicant bank had told to him that to work for further period. It is also admitted by the applicant that he kept continue to work in terms of letter dated

11.02.2020 issued by the non-applicant bank. As the reference of the letter dated 11.02.2020 is made in the cross examination of the applicant and considering the importance of the said letter pertaining to the dispute at hand, it is necessary to go through the contents of the said letter.

15. The letter dated 11.02.2020 is produced on record at Exh. U-18 which is sent by the non-applicant bank to the applicant which particularly deals with the subject to keep continue working instead of proceeding on leave. By the said letter, the applicant was informed that as per the HRD policy of the bank Rule No. 9E, if sick leave and half pay leave are standing to the credit of an employee and if he is ready to work, by obtaining his written consent, he may be allowed to work without sending him on leave and 90 days medical leave salary shall be payable to such an employee. It is further seen from the said letter that the applicant was called upon to continue with the work instead of proceeding on leave as the work of exemption of loan was going on in the bank on war footing. It is also seen from the said letter that the applicant was informed about 140 sick leave standing to the credit of the applicant, and the applicant was allowed to work by offering 90 days sick leave salary.

16. The applicant has also produced on record letter dated 23.08.2019 which was given by him to the Chief Executive Officer of the non-applicant bank communicating his willingness to work instead of proceeding on leave if he is given benefits as per rules. The applicant has also produced on record copy of letter dated 13.11.2020 (Exh.U-17) by which the applicant has requested to the Chief Executive Officer of the non-applicant bank to make demand of the salary of 08 months of

Rs. 6,62,128/- for which the applicant has worked instead of proceeding on leave. The applicant has also filed on record letter dated 01.11.2019 (Exh. U-15) seeking permission to the Chief Executive Officer of the non-applicant bank to proceed on half pay leave and medical leave standing to the credit of the applicant.

17. It is further pertinent to note that the applicant has again submitted letter to the Chief Executive Officer of the non-applicant bank dated 24.02.2020 (Exh. U-16) by which the applicant has sought permission to allow him to work and to grant benefits as per rules. It is pertinent to note that the applicant has claimed that he has served with the non-applicant bank during leave period with the permission of the non-applicant bank. It is specifically stated by the applicant that when he sought permission to proceed on leave as per letter dated 01.11.2019, the non-applicant bank informed him nothing and the Bank Manager telephonically informed to the applicant that there was less staff in the bank and the work of loan exemption was going-on on war footing. It is also submitted by the applicant that the Bank Manager had informed to the applicant that necessary correspondence in that regard will take place later. If the evidence on record is taken into consideration, it is admitted fact that the applicant has not proceeded on leave. It is also not disputed that the applicant without proceeding on leave has continued to work for the non-applicant bank. It is also clear that there is nothing on record to show that the response in writing was given to the letters issued by the applicant to the non-applicant bank as per Exhs. U-14, U-15 and U-16. As such, submission of the applicant that the Bank Manager had telephonically informed to the applicant to work for further period without proceeding on leave is

acceptable. The conduct of the non-applicant shows that no response was given to the applicant in writing but he was allowed to work during the leave period. Thus, from the conduct of the non-applicant bank, it appears that the non-applicant bank has given consent to the applicant to work during leave period.

18. The non applicant has relied upon testimony of Shri. Mangaldas Baburao Burande witness No. 01 for the non-applicant. The non applicant's witness has produced on record copy of HRD policy of the bank and the copy of resolution No. 44(1) passed by the bank on 29.05.2023 at Exh. C-16 and C-17. During cross examination of the non-applicant's witness no.1, it is clearly admitted that since the applicant has worked during leave period, he has demanded salary for the said period as per rules. It is also clearly admitted by the non-applicant's witness that the applicant was informed that he would be entitled for 03 months' salary. It is also clearly admitted that the applicant had given letter to the bank on 21.01.2025 for demanding salary of the work done during leave period.

19. It is further admitted by the non-applicant's witness no.1 that if the applicant had proceeded on leave, another employee would have worked in his place. The non applicant has also relied upon the testimony of Shri. Avinash Bapurao Lanjekar witness No. 02 for the non-applicant bank Exh. C-21. This witness has proved on record certain documents i.e. gratuity order of the applicant dated 22.10.2020, letter dated 09.09.2020 for releasing salary of privilege leave for the period of 153 days, resolution No. 13 passed by the Board of Directors of the non-applicant bank dated 25.04.2018 and resolution No. 16 passed by the Board of Directors of the non-applicant bank dated 30.07.2019, copy of

service rules of the non-applicant bank, copy of statement of two different bank account of the applicant at Exh. C-24 to C-31 respectively.

20. The Ld. Adv. for the applicant has cross examined the witness no.2 of the non-applicant bank in detail. During cross examination, it is clearly admitted by the witness no. 2 that in letter at Exh. C-24, the amount of 16,81,846/- is the amount in respect of gratuity. It is clearly admitted by the witness no. 2 that the said amount does not include payment in respect of P. F. and salary for leave period. It is further admitted that as per Exh. C-25 leave encashment of privilege leave for 153 days have been paid to the applicant. It is further admitted that payment of 213 days leave is not paid to the applicant and he is entitled for getting the said amount.

21. It is further seen from the cross examination of witness no. 02 for the non-applicant bank that as per letter at Exh. U-18, the applicant without availing leave has continued to work. It is also admitted by this witness that no payment for the leave period during which the applicant has worked is made to the applicant. It is pertinent to note that though the witness no. 02 for the non-applicant bank has produced on record documents at Exh. C-24 and C-25 in respect of payments made to the applicant but it is quite clear that such payments does not include salary for the leave period during which the applicant has worked without obtaining leave.

22. The Ld. Adv. for the non-applicant bank has argued that the applicant is only entitled for leave salary of 90 days as per Rule 9E of HRD policy. It is further submitted that the Board of Directors of the

non-applicant bank has passed resolution No. 29 dated 31.12.2020 which is filed on record at Exh. C-16, but, the said resolution is not challenged by the applicant, therefore, the applicant is not entitled to claim leave salary as prayed.

23. It is necessary to go through the provisions of Rule 9E of HR policy of the non-applicant bank which is filed on record at Exh. U-18. It is seen from Rule 9E that if sick leave and half pay leave are standing to the credit of leave account of an employee, the said employee would be paid salary of sick leave of 90 days, If the employee has shown his willingness to work and if written consent is given by the employee, then instead of sending the employee on leave, he may be allowed to work with the consent of Chairman of the non-applicant bank and all rights in respect of the same shall be exercisable by the Chairman of the non-applicant bank.

24. On considering the aforesaid Rule 9E, it is quite clear that such rule speaks about payment of 90 days sick leave to an employee in a case where he is ready and willing to work during leave period. However, nothing is mentioned in the said rule in respect of work done by the employee for more than 90 days during the leave period. It is seen from the evidence on record that the applicant was allowed to work during leave period for 08 months but, no payment of said period is made to him. The non applicant bank during the course of argument also has expressed willingness to pay 90 days salary to the applicant without any interest on the same. There is no dispute that the applicant has worked for 08 months during leave period as submitted by him. As such, when the work is done by the applicant, he is entitled for salary for the said period.

25. So far resolution No. 29 of the Board of Directors of the non-applicant bank passed in the meeting dated 31.12.2020 is concerned, the said resolution is passed subsequent to the retirement of the applicant. It is also clear from the said resolution that it is passed on 31.12.2020 but prior to that the applicant has already done work during leave period for tenure 29.10.2019 to 30.06.2020. It is quite clear that such resolution is passed by the non applicant bank after the applicant had already done work during the leave period. It is also clear from the evidence on record that no intimation was given to the applicant that he would not be entitled for salary for more than 90 days even if he worked for more than 90 days. The resolution of the Board of Directors of the non-applicant bank being passed subsequent to retirement will not be binding on the applicant. Further, the non-applicant by it's conduct has allowed the applicant to work during leave period for the period of 8 months and no such intimation was given to him that even if he worked for such period, he would be only entitled to salary 90 days medical leave. It is clear from the evidence that the non-applicant bank refused to make payment of 8 month period, after the applicant had already served for the said period. As such, the applicant appears to be entitled for salary of 08 months as prayed, as he has already worked for the said period. Refusal to make payment to the applicant after getting work done from him is nothing but an unfair labour practice on part of the non-applicant. It is quite clear that the applicant has preexisting right to recover the said dues.

26. The applicant has claimed for interest @ 12% p.a. on the sum of Rs. 6,62,128/-. The rate of interest claimed by the applicant appears to be exhorbitant. Considering over all facts and circumstances of the case,

it would be proper to award interest @ 6% p.a. from the date of filing of the application to till the date of actual realization of the whole amount. Hence, I answer issue No. 01 as partly affirmative and proceed to pass following order

ORDER

- 1] Application is partly allowed.
- 2] Non-applicant bank is directed to pay sum of Rs. 6,62,128/- (Rupees Six Lakhs Sixty Two Thousand One Hundred Twenty Eight Only) to the applicant along with simple interest at the rate 6% per annum from the date of filing of application to till actual realization of the whole amount.
- 3] Non-applicant bank is also directed to pay sum of Rs. 2000/- (Rupees Two Thousand Only) to the applicant as Costs of the application.

Date : 06.03.2026
Place: Chandrapur

(A. D. Tidke)
Presiding Officer,
Labour Court, Chandrapur.

Argued on	:	06.03.2026
Direct typed on	:	06.03.2026
Pronounced on	:	06.03.2026
Checked and signed on	:	07.03.2026