


MHLC340000982021 	Presented on	:	04.09.2021
	Registered on	:	04.09.2021
	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. 10 of 2021
Exhibit No.: O/04

Applicant : Manohar Tikaram Shende,
Aged – 59 years, Occu- Retired.
R/o. Shanti Nagar, Brmhapuri.
Tah- Brmhapuri, Distt- Chandrapur.

V E R S U S

Non-applicant : 1. The Chandrapur District Central
Co-operative Bank Ltd.,
Civil Lines, Chandrapur.
Through its Chief Executive Officer.

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

Advocates Appeared

Shri W. M. Khelkar, Ekta A. Rahate Ld. Advocate for applicant.
Shri. Chankapure and Shri. Kedar Ld. Advocate for non-applicants.

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

J U D G M E N T

(Delivered on this 06th 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. 2,54,976/-/- with interest @ 12% p.a. thereon till its actual realization.

Fact in brief of the applicant's case are as under:

02. The applicant was serving with the non-applicant bank at Brmhapuri 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 31.12.2020. The service rules and standing orders as framed and sanctioned by the Board of Directors of the Bank are binding upon the non-applicant bank and applicant also. These service rules are an agreement, settlement between the applicant and the non-applicant bank.

03. It is further submitted that, the non-applicant had given a letter dated 12.02.2020 stating therein that the applicant will be retired on 31.12.2020 and 148 days earned leave, (105) 210 days half pay leave and 154 days medical leave are balance in his leave account till the date of his retirement. In the said letter, the non-applicant bank informed the applicant that he can avail the said balance leave before his retirement. In response to the said letter, the applicant by his letter dated 07.03.2020 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 07.03.2020 of the applicant, the non-applicant no.01 specifically informed the applicant to perform his duties in the entire leave period, which are in credit at his leave account, due to shortage of employee in the officer grade and salary will be paid for the 90 days vide its letter dated 27.04.2020 through Incharge Manager, Administration and Human Resources. Accordingly, the applicant performed his duties without availing leave from 17.04.2020 to 20.07.2020. The non applicants ought to have paid salary of 90 days as per Service Rules to the applicant, but the non-applicants have not paid salary of 90 days as per agreement. The applicant was working as an Incharge Deputy Manager at Bramhapuri Region and getting salary of Rs. 84,992/- per month at the time of his retirement.

04. It is further submitted that, as per order of In charge Manager of the non-applicant bank, the applicant performed his duties in the leave period of 90 days from 17.04.2020 to 20.07.2020. Therefore, the non-applicants are responsible to make the payment of 90 days service to the applicant as per Service Rule No. 43(E). After availing the services of 90 days, the applicant retired from service on 31.12.2020 by the Regional Manager, Bramhapuri. After his retirement, the applicant requested the non-applicants to pay the salary of 90 days for the work done by him but the non-applicants did not turn up. Lastly, the applicant demanded salary in writing to the non-applicants by letter dated 04.06.2021, but the non-applicants neither paid the salary to the applicant nor given reply to the applicant. The applicant issued legal

notice dated 02.08.2021 to the non-applicants through his advocate, but the non-applicants have not given any reply to the said notice.

05. It is further submitted by the applicant that, the non-applicants have availed the service of 90 days of the applicant, therefore, as per service rules the applicant is entitled for 90 days salary. The non-applicants cannot deny their liability after giving letter to work in leave period. It is completely exploitation and mal practices on the part of non-applicant bank, and therefore, the non-applicants have engaged in unfair labour practices against the applicant. The non-applicants have withheld the salary without any cogent reasons, and hence, the non-applicants are liable to pay interest @ 12% p.a. on the said amount till its realization from the date of filing of this application. On these grounds, the applicant has prayed for allowing the application, as prayed.

Non-applicant's case in short as under:

06. The application is resisted on behalf of the non-applicant Bank by filing reply at Exh. C-03 and denied all adverse allegations made in the application.

07. It is submitted by the non-applicant bank that, the standing orders and rules have been framed by the Board of the non-applicant bank subject to the decision taken by the Board from time to time. In fact, the applicant is duty bound to serve with the bank till the date of his retirement. While making the claim, the applicant has not mentioned rules of leave period. The offer given to the applicant to

work during leave period was conditional offer, and unless and until it is consented by the President of the Bank, offer cannot be considered as a valid offer, if at all any employee of the bank worked during the period will not be entitled to claim any salary for the period.

08. It is further submitted by the non-applicants that, on 21.12.2020 the Board has passed the resolution No. 29 that in presence of the resolution passed in earlier board meeting dated 31.07.2020 vide Resolution No. 11 and on 14.07.2020 vide Resolution No. 01, the issue of payment of salary of 90 days of the applicant has already been decided. As per those resolutions, it was resolved that the salary of 90 days cannot be paid to the applicant, and hence, the salary was not paid to the applicant. The applicant is not entitled to claim any salary for that period. The applicant has not challenged the resolution passed by the Board of the bank, and therefore, those resolutions are binding upon the applicant and the non-applicant bank. The claim of the applicant is frivolous, vexatious and false and is liable to be dismissed. The non applicants have 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. One additional issues was framed by me passing suo moto order below Exhibit-1 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 has pre existing rights to claim amount of Rs.2,54,976/- as prayed ?	In the Affirmative.

2)	Does the applicant proves that he is entitled to get amount of Rs. 2,54,976/- along with interest @ 12% p.a. from non applicants ?	Partly Affirmative.
3)	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-06 and closed his evidence through pursis Exh. U-17. The applicant has relied upon the documents; i.e. copy of retirement order of applicant dated 12.02.2020 (Exh. U-07), copy of application dated 07.03.2020 submitted by the applicant to the non applicant bank (Exh. U-08), copy of letter dated 27.04.2020 issued by Incharge Manager (Admn. & HRD) to the complainant (Exh. U-09), copy relieving order dated 31.12.2020 issued by Incharge Sectional Officer to the complainant (Exh. U-10), copy of application dated 04.06.2021 submitted by the complainant to the Chief Executive Officer of the non applicant bank (Exh. U-11), copy of notice dated 02.08.2021 issued by the complainant through his Adv. Sau. Ekata Rahate to the non applicant Bank (Exh. U-12), copy of postal receipt (Exh. U-13), copies of postal acknowledgments (Exh. C-14 and C-15).

11. On the other hand, the non applicant bank has examined Mangaldas Baburao Burande as witness No. 01 at Exh. C-12 and Avinash Bapurao Lanjekar as witness No. 02 at Exh. C-24 and filed evidence closing pursis at Exh. C-31. The non applicant bank has relied upon the documents i.e. copy of minutes of meeting of Board of Directors dated 31.12.2020 Resolution No. 29 (Exh. C-17), copy of

minutes of meeting of Board of Directors dated 29.05.2023 Resolution No. 44(1) (Exh. C-18), copy of minutes of meeting of Board of Directors dated 30.07.2019 (Exh. C-25), copy of minutes of meeting of Board of Directors dated 25.04.2018 (Exh. C-26), copy of letter dated 18.01.2021 issued by Incharge Manager, (Admn. and HRD) of the non applicant bank to Assistant Manager, Banking Section (Exh. C-27), copy of account statement of complainant for the period from 01.01.2021 to 18.10.2024 (Exh. C-28), copy of certificate dated 08.08.2025 issued by Authorized Officer of Bank.

- : R E A S O N S :-

AS TO ISSUE NOS. 01 TO 03 :-

12. The Ld. Adv. for the applicant has argued that, the non-applicants have availed the service of 90 days of the applicant, therefore, the applicant is entitled for the salary of 90 days as per Service Rules. Besides, the Ld. Adv. for the non-applicant has argued that, the non-applicant bank has already offered salary of 90 days to the applicant but he has refused. Therefore, the applicant is not entitled for interest on the amount of salary of 90 days. The Ld. Adv. for the non-applicants further submitted that, they are ready to pay salary of 90 days to the applicant but the applicant is not entitled for interest. However, the non-applicants have in fact denied the claim of the applicant in their reply. Considering submissions of the parties and arguments advanced, the evidence available on record need to be taken into consideration.

13. The applicant in support of his application has produced on record letter dated 12.02.2020 (Exh. U-07) which goes to show that the applicant was going to retire on 31.12.2020, and for the said purpose,

the non-applicant bank had issued letter dated 12.02.2020 (Exh. U-07) informing to the applicant privileges leave, half pay leave and sick leave standing to the credit of his leave account and he was given prior intimation to enjoy the said leaves from 17.07.2020.

14. The applicant has further produced on record letter at Exh. U-08 dated 07.03.2020 by which the applicant has requested to the Chairman of the non-applicant bank for granting permission to work and for getting benefits of 90 days medical leave. Further letter dated 27.04.2020 issued by the non-applicant bank at Exh. U-09 is filed on record which goes to show that the applicant was granted permission to work on a condition that the salary of medical leave for the period of 90 days will be paid to the applicant.

15. The applicant has also produced letter dated 04.06.2021 (Exh.U-11) given to the Chief Executive Officer of the non-applicant bank demanding salary of 90 days for the work done during leave period. The applicant had also given notice dated 02.08.2021 Exh. U-12 to the non-applicant bank through his Ld. Adv. for releasing salary of 90 days in respect of work done during leave period i.e. 17.04.2020 to till 20.07.2020, which was duly received by the non-applicant as per postal acknowledgment receipts at Exh. U-14 and U-15.

16. 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, he has admitted that the Board of Directors of the non-applicant bank have rights to decide whether payment of 90 days salary should be given to him or not. However, such admission cannot be

accepted and acted upon. Even if such admission is given by the applicant, it will not bar the rights of the applicant to claim salary unless the Board of Directors through its legal and valid resolution or decisions bars the rights of the applicant to claim salary.

17. The non applicants in support of their claim have relied upon the testimony of Shri Mangaldas Baburao Burande witness no. 01 for the non-applicants and Shri Avinash Bapurao Lanjekar witness no. 02 for the non-applicants. Shri Mangaldas witness no.1 for the non-applicants has proved on record resolution No. 29 passed by the Board of Directors of the bank in its meeting dated 31.12.2020 which is marked at Exh. C-17. Furthermore, certified copy of resolution No. 44(1) dated 29.05.2023 passed by the non-applicant bank is marked at Exh. C-18. Whereas, the non-applicant's witness no.2 Avinash Lanjekar has proved on record copy of HRD policy which is marked at Exh. C-21. Copies of resolutions of the Board of Directors of the Bank passed in the meetings dated 30.07.2019 and 25.04.2018 at Exh. C-25 and C-26. Copy of letter dated 18.01.2021 Exh. C-27 by which the amount of gratuity, leave encashment and security deposit was sanctioned in favor of the applicant. The copy of bank accounts statement of the applicant is also marked at Exh. C-28 through the testimony of witness no.2 of the non-applicant bank.

18. So far as cross examination of the witness no.1 of the non applicant bank is concerned, he has clearly admitted that as per the written agreement the non-applicant bank was liable to pay salary of 90 days medical leave to the applicant. It is also admitted that despite request made by the applicant no such payment was made by the non-applicant bank. It is also admitted that the applicant has continued to

work during leave period and he was informed that the salary of 90 days will be paid to him.

19. Further witness no. 2 for the non-applicant bank has clearly admitted that the applicant is entitled for salary of 90 days but no such salary was paid to him. It is clear from the evidence on record that the non-applicant bank had granted permission to work during leave period on condition of payment of 90 days salary. It is also pertinent to note that, as per resolution No. 29 dated 31.12.2020 Exh. C-17 the non-applicant bank in the meeting of its Board of Director has decided to not to release salary of 90 days to the applicant. It is not disputed that the applicant has worked during 17.04.2020 to 20.07.2020. However, the applicant was not informed at the earliest that he will not be entitled for leave salary of 90 days. The resolution passed by the Board of Directors Exh. C-17 is concerned, it is dated 31.12.2020 but the applicant had already done work during the period from 17.04.2020 to 20.07.2020. If the non-applicant bank was not ready to pay salary of 90 days to the applicant for the work during leave period, then the said fact should have been informed to the applicant on or before 17.04.2020. The resolution passed by the Board of Directors of the bank being subsequent to the retirement of the applicant, it is not binding upon him. When the applicant has done work for the non-applicant for 90 days leave period in accordance with written letter issued by bank, the non-applicants cannot refuse to make payment. Furthermore, such refusal on part of the non-applicant bank to make payment to the applicant for work done by him amounts to unfair labour practice.

20. Considering the aforesaid evidence available on record, it is undisputed that the applicant has worked during leave period from 17.04.2020 to 20.07.2020 and he was also informed that he will get leave salary of 90 days but no payment of the same was made to him despite the work done by him. When the applicant has worked, he is entitled for payment. The rights of the applicant as prayed by him to recover salary of 90 days appears to be out of his preexisting right to recover the said sum. Thus, I am of the considered opinion that, applicant is entitled to recover salary of Rs. 2,54,976/-.

21. 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 exorbitant. 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 in affirmative and issue No. 02 in 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. 2,54,976/- (Rupees Two Lakhs Fifty Four Thousand Nine Hundred Seventy Six Only) to the applicant along with simple interest at the rate 6% per annum from the date of filing application to till the 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

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