



**IN THE HIGH COURT OF ORISSA AT CUTTACK**

**W.P.(C) No.22957 OF 2015**

***M/s. Orissa Stevedores Limited, Cuttack .... Petitioner***

Mr. Avijit Patnaik, Advocate

*-versus-*

***Chairman-cum-Managing Director, .... Opp. Parties***  
***Mahanadi Coal Fields Limited,***  
***Sambalpur and Others***

Mr.B.N. Mohanty, Advocate

**CORAM:**

**JUSTICE K.R. MOHAPATRA**

**JUSTICE SANJAY KUMAR MISHRA**

**ORDER**

**25.02.2026**

**Order No.**

- 07.
1. This matter is taken up through hybrid mode.
  2. The Petitioner, in this writ petition, seeks to assail the letter dated 7<sup>th</sup> November, 2025 (Annexure-1) issued by the Project Officer, Bharatpur OCP, Mahanadi Coal Fields Limited in crediting the bonus of the contract workers for the year 2014-15 engaged by the Petitioner at Bharatpur OCP in their account in terms of the decision taken on 12<sup>th</sup> October, 2015 in the meeting held with the Sub-Collector, Talcher and meeting held at GM Office, Bharatpur area on 29<sup>th</sup> October, 2015, in the capacity of a principal employer.
  3. Mr. Patnaik, learned counsel for the Petitioner submits that the contract workers engaged by the Petitioner with the Mahanadi Coal Fields Limited at Bharatpur OCP were drawing more than Rs.10,000/- per month towards their wages. Thus, they are not entitled to the bonus being excluded from the definition of 'employees' under Section 2(13) of the Payment of Bonus Act,



1965 (for brevity, 'the Act'). Thus, crediting the bonus for the year 2014-15 by deducting from the bill of the Petitioner by the principal employer, namely, Mahanadi Coal Fields Limited is not justified. As such, the letter dated 7<sup>th</sup> November, 2015 be set aside and the amount so deducted towards bonus of the year 2014-15 for the contract workers be refunded to the Petitioner.

4. Mr. Mohanty, learned counsel for the Mahanadi Coal Fields Limited referring to the counter affidavit submits that the ceiling of Rs.10,000/- per month was enhanced to Rs.21,000/- per month by virtue of Act 6 of 2016 which came into force with effect from 01.04.2014. Thus, after discussing the matter with the Petitioner in threadbare, the amounts as alleged were credited to the account of the contract workers by deducting the same from the bill of the Petitioner.

5. Upon hearing learned counsel for the parties, this Court feels it proper to refer section 2(13) of the Act, which reads as under:-

*"2. Definations- In this Act, unless the context otherwise requires -*

xxx            xxx            xxx            xxx  
xxx            xxx            xxx            xxx

*(13) 'employees' means any person (other than an apprentice) employed on a salary or wage not exceeding [twenty-one thousand rupees] per mensem in any industry to do any skilled or unskilled manual, supervisory, managerial, administrative, technical or clerical work for hire or reward, whether the terms of employment be express or implied"*

6. Such amendment came into force with effect from 01.04.2014. By virtue of such amendment, the ceiling of wages, i.e., Rs.10,000/- per month was enhanced to Rs.21,000/- per month. It is not disputed by Mr. Patnaik, learned counsel for the Petitioner that



the contract workers were getting less than Rs.21,000/- per month. It is also not disputed that the contract workers are not covered under the provisions of the Act.

7. In view of the above, the Petitioner is liable to pay bonus for the year 2014-15 to its contract workers engaged at Bharatpur OCP of Mahanadi Coal Fields Limited.

8. Accordingly, we do not find any infirmity in the letter dated 7<sup>th</sup> November, 2015 (Annexure-1) crediting the bonus to the accounts of the contract workers engaged by the Petitioner in Bharatpur OCP for the year 2014-15.

9. Hence, the writ petition being devoid of merit stands dismissed.

9.1. Interim order dated 23<sup>rd</sup> December, 2015 passed in Misc. Case No.21705 of 2015 stands vacated.

***(K.R. Mohapatra)***  
***Judge***

***(S.K. Mishra)***  
***Judge***

*Himansu*