

05.05.2026
Item No.30.
Court No. 30
MKP

WPA 27880 of 2025
With
IA NO: CAN 1/2026

Jaya Shree Textiles
-vs-
Prabhunath Yadav And Anr.

Mr. Soumya Majumder, Sr.Adv.
Mr. Dewaipayan Sengupta
Ms. Sanjukta Dutta
Mr. Balaram Patra
Mr. Suvadip Bhattacharjee
..... for the Petitioner

Mr. Asim Dutta
Mr. Prosenjit Biswas
.....for the Respondent no.1

In Re: CAN 1 of 2026

1. CAN 1 of 2026 is an application under Section 17B of the Industrial Disputes Act and is taken up for hearing along with the opposition filed by the petitioner and also the reply thereto, by the respondent/workman.
2. The petitioner contends that as the workman's address as per the affidavit to the CAN application shows that the respondent/workman now stays at Ballia, Uttar Pradesh, it is not possible for the petitioner to find, out if he is gainfully employed or not in the interim period.

3. Learned Counsel for the applicant workman has placed a document being the statement of bank account showing that an amount deposited as monthly wages (last drawn) in favour of the respondent was around Rs.19,700/-.
4. Learned Senior Counsel, Mr. Majumder, appearing for the petitioner/opposite party fairly submits that this was a limited amount, which was an interim relief amount which was directed by the Court and the last drawn salary of the respondent/workman was higher than the said amount and the petitioner/opposite party herein, undertakes to pay the last drawn salary as on the date of termination to the respondent/workman.
5. It is further submitted by Mr. Majumder, that the respondent/workman has not vacated company quarters and as such, the house rent should be deducted from the said wages, if directed to be paid.
6. Learned Counsel for the applicant respondent/workman has brought the notice of this Court to paragraph 3 in his affidavit-in-reply wherein, it has been stated as follows:

“I specifically deny that the applicant workman since his dismissal from service to till date have not handed over possession of the quarter situated at the premises of the

writ petitioner company and/or the applicant is acquiring the Company's quarter wrongfully without paying any rent against such illegal possession and/or on this score itself."

7. Accordingly, **taking the said statement of the applicant/respondent herein, as true**, the petitioner/company is at liberty to take possession of the said quarter at once and as such shall not deduct any house rent allowance on taking possession.
8. Accordingly, on hearing the parties, application under Section 17B of the Industrial Disputes Act is hereby disposed of, with the direction that the petitioner/company shall pay the last drawn wages to the petitioner, on and from the date of award.
9. Accordingly, the petitioner shall pay the last drawn wages for the month of May, 2026 by the 10th of June, 2026 and for the succeeding months it shall be by the 10th of the succeeding months.
10. In respect of arrears the petitioner is granted liberty to pay the same within 2(two) months from the date of this order.
11. **CAN 1 of 2026** stands **disposed of**.

- 12.** The matter be listed in the **monthly list of June, 2026** for final hearing.
- 13.** Parties to file their short respective written notes on the next date.

(Shampa Dutt (Paul), J.)