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ITEM NO.6

COURT NO.12

SECTION XV

S U P R E M E C O U R T O F I N D I A  
RECORD OF PROCEEDINGS

Petition(s) for Special Leave to Appeal (Civil)...../2013  
CC 6043/2013

(From the judgement and order dated 16/10/2012 in WPC No.4695/2009 of The  
HIGH COURT OF JUDICATURE AT ALLAHABAD)

M/S. JAY SHREE TEA &INDUSTRIES LTD. Petitioner(s)

VERSUS

STATE OF U.P. & ORS. Respondent(s)

(With appln(s) for c/delay in filing SLP and office report)

Date: 25/04/2013 This Petition was called on for hearing today.

CORAM :

HON'BLE MRS. JUSTICE GYAN SUDHA MISRA  
HON'BLE MR. JUSTICE J. CHELAMESWAR

For Petitioner(s) Mr. C.U. Singh, Sr. Adv.  
Mr. Partha Sil,Adv.

For Respondent(s) Mr. Colin Gonsalves, Sr. Adv.  
Ms. Aniy Shuka, Adv.  
For Ms.Jyoti Mendiratta,Adv.

UPON hearing counsel the Court made the following  
O R D E R

Learned counsel for the petitioner sought permission to seek clarification from the High Court as to whether the wages payable to the workman are liable to be paid by the petitioner (M/s Jay Shree Tea & Industries Ltd.) or by the present Industrial Unit (M/s. Kesoram Insurance Broking Services Management Ltd.

It has been submitted that the wages payable to the workman (Respondent No.2) admittedly is on the petitioner (M/s Jay Shree Tea & Industries Ltd.) from 1986 to 1989, but beyond 31.1.1989, the petitioner is not liable to pay. However, from the operative portion of the impugned order of the High Court, we have noticed that the High Court has merely observed that the concerned workman shall be entitled to receive his full salary and other allowances as service benefits from the respondent-company regularly month to month in future.

The apprehension of the petitioner (M/s Jay Shree Tea & Industries Ltd.) is that the order might be interpreted as if to imply that it is the petitioner-M/s Jay Shree Tea & Industries Ltd. which is liable to pay the wages even after 31.1.1989 since the same is not payable by the petitioner-M/s Jay Shree Tea & Industries Ltd. in view of the fact that the lease deed granted in favour of the petitioner had expired way back on 31.1.1989.

However, as already indicated, the High Court has merely directed the respondent company to pay the wages. In that event, it was the duty of the petitioner M/s Jay Shree Tea & Industries Ltd. to get the expression-Company clarified by the High Court as to whether it is the petitioner which is liable to pay the wages beyond 1989 or it is the present Management (M/s. Kesoram Insurance Broking Services Management Ltd.) which is liable to pay the wages for the period after 31.1.1989 as also the current wages. For that purpose, the counsel has requested that this

matter may be adjourned for eight weeks, and in the mean time, clarification in this regard will be sought from the High Court.

We accede to the request of the counsel to this extent and direct that this matter be listed in the last week of July, 2013.

In the meanwhile, necessary clarification be sought from the High Court.

However, aforesaid liberty is granted subject to the condition that the wages payable to the workman from 1986 upto 31.1.1989 shall be deposited before the Labour Court, Allahabad within a period of four weeks.

The concerned workman (Respondent No.2) is at liberty to withdraw this amount after adjusting the amount which might have been paid to the respondent workman earlier towards the retrenchment compensation.

|(Neetu Khajuria)

|(B.B. Madan)

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|Sr.P.A.

|Court Master

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