AGK

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

WRIT PETITION NO.9909 OF 2019

Komal Fashion,
307, Bhusa Udyog Bhavan,
T.J. Road, Sewree (West),
Mumbai – 400 015 ... **Petitioner**

Vs.

Joginder R. Verma,
Roiom No.C-166, Motilal Nehru Nagar,
Sion Koliwada, S.M. Road,
Antop Hill, Mumbai 400 037 ... **Respondent**

Mr. Vijay P. Vaidya with Mr. Mahendra Agvekar and Ms. Shraddha Chavan for the petitioner.

Mr. Shailesh S. Pathak for the respondent.

CORAM : AMIT BORKAR, J.

RESERVED ON : APRIL 9, 2026.

PRONOUNCED ON : APRIL 16, 2026

JUDGMENT:

1. By the present Writ Petition filed under Articles 226 and 227 of the Constitution of India, the petitioner has challenged the Judgment and Award dated 10 December 2018 passed by the learned 3rd Labour Court, Mumbai in Reference (IDA) No. 254 of 2014.

2. The facts giving rise to the present petition, as pleaded by the petitioner, are that the respondent was employed with the petitioner as a Pattern Maker and had rendered continuous service from October 2007 till 23 March 2010. It is the case of the respondent that his services came to be orally and illegally terminated by the petitioner's proprietor, namely Mr. Amit Bajaj, without following due process of law. According to the respondent, his last drawn wages were Rs.17,200 per month. It is further his contention that at the time of his appointment, no appointment letter, leave card, pay-slips, or attendance card were issued to him though the petitioner establishment allegedly employed more than 50 workmen. The respondent has further contended that despite the establishment being covered under the provisions of ESIC and Provident Fund enactments, the said statutory benefits were not extended to him. It is also alleged that though his duty hours, as well as those of other workmen, were from 9.30 a.m. to 6.30 p.m., he was regularly compelled to work till 9.00 p.m. without payment of overtime wages in accordance with the provisions of the Factories Act, 1948.

3. The respondent has further contended that during the entire tenure of his service, he discharged his duties diligently, sincerely, and obediently and never gave any occasion to the management to issue any memo, warning, or show cause notice against him. According to him, his service record remained unblemished throughout his employment. It is his further case that on several occasions he personally requested the proprietor of the petitioner to issue attendance card, pay-slips, leave card, and wages in lieu of

earned leave, however, except for false assurances, no action was taken. On the contrary, according to the respondent, on account of making such demands, his services were orally and illegally terminated by Mr. Amit Bajaj with effect from 23 March 2010 without adherence to due process of law.

4. It is the further case of the respondent that at the time of termination of his services, the petitioner failed to offer or pay his lawful dues including notice pay, retrenchment compensation, and earned wages for the services rendered by him. The respondent accordingly issued a demand letter dated 17 May 2010 seeking reinstatement with continuity of service and other consequential reliefs. Since no response was received from the petitioner, the respondent approached the Office of the Deputy Commissioner of Labour (Administration) by filing a justification statement dated 25 May 2010 and sought intervention in the matter. It is stated that thereafter the Conciliation Officer submitted a failure report to the Deputy Commissioner of Labour declaring that conciliation proceedings had failed, whereupon the dispute came to be referred for adjudication before the Labour Court.

5. The respondent has further stated that from the date of his oral termination he has remained unemployed despite making sincere efforts to secure gainful employment with establishments such as M/s. Alan Fashions at Lower Parel (West), M/s. Bombay Rayon, and M/s. Syndicate Overseas at Andheri (East), but without success. It is his case that he repeatedly approached the petitioner and orally requested permission to resume duties so as to earn livelihood for himself and his family, but the same proved

futile. According to the respondent, he continues to remain unemployed and is surviving with the assistance of relatives and friends residing in Mumbai. It is therefore contended that the action of the petitioner in terminating his services with effect from 23 March 2010 is illegal, mala fide, violative of principles of natural justice, contrary to the provisions of the Industrial Disputes Act, 1947, and amounts to victimisation. On these grounds, the respondent prayed for reinstatement on his original post of Pattern Maker with continuity of service, full back wages from 23 March 2010 till actual reinstatement, and all consequential benefits.

6. Upon service of notice, the petitioner appeared and filed its written statement opposing the reference. The petitioner contended that the reference itself is not maintainable as no industrial dispute exists or is apprehended. It is specifically denied that the respondent was illegally terminated from service on 23 March 2010. While admitting that the respondent was employed sometime in November 2007 as a Pattern Maker, the petitioner denied that Mr. Amit Bajaj is its proprietor and consequently denied the allegation that the said person orally terminated the respondent's services. The petitioner has further denied that the establishment employed more than 50 employees or that it failed to maintain proper service records of its employees. It has also denied the allegation that leave wages were not paid to its employees.

7. The petitioner has further contended that since the respondent was not eligible for the benefits of Employees' Provident Fund and ESIC, the same were not extended to him and

no deductions in that regard were made from his salary. It is also the petitioner's case that no employee was ever required to work beyond eight hours and therefore the allegation regarding non payment of overtime wages is false and baseless. It is further admitted that no appointment letter was issued to the respondent. However, according to the petitioner, since there was no termination of the respondent's services by the management, the question of payment of notice pay or retrenchment compensation did not arise. On the contrary, the petitioner contends that the respondent himself was unwilling to continue in service and intended to leave employment voluntarily.

8. It is further the case of the petitioner that the respondent had sought to ascertain the quantum of dues payable to him and accordingly the petitioner calculated his legal dues at Rs.18,313 and prepared a cheque in his favour. However, the respondent was allegedly dissatisfied with the said amount. The petitioner states that the respondent was informed that the calculation was correct and that bonus would be paid during Diwali along with other employees, although according to the petitioner, the provisions of the Payment of Bonus Act, 1965 were not applicable to its establishment. It is further contended that despite assurance regarding payment of bonus, the respondent refused to accept the amount and at no point of time was he compelled to do so. The petitioner therefore contends that since the respondent left service voluntarily, he is not entitled to notice pay or retrenchment compensation.

9. The petitioner has further stated that thereafter it received a letter dated 30 March 2010 from the Engineering and General Employees Union alleging that the respondent, being its member, had been wrongfully terminated with effect from 23 March 2010. In response thereto, the petitioner addressed a letter dated 20 April 2010 to the said Union stating that the respondent's services were never terminated and that he had himself chosen not to resume duties. The Union was accordingly requested to advise the respondent to immediately report back for duty. It is further contended that there is scarcity of Pattern Makers in the garment industry and therefore there exists every likelihood that the respondent is gainfully employed elsewhere in better employment. The petitioner has therefore denied that the respondent remained unemployed or that he made efforts to secure employment elsewhere. The petitioner has further reserved its right to initiate disciplinary proceedings against the respondent for unauthorised absence whenever he resumes duties.

10. The petitioner has lastly contended that notwithstanding the aforesaid circumstances, it once again called upon the respondent to resume duties if he was interested in doing so, though it was made clear that he would not be entitled to wages for the period during which he had not reported for work. On the aforesaid basis, the petitioner contends that the respondent has not approached the Court with clean hands and that his claim is wholly unjustified, misconceived, untenable, and unsustainable in law.

11. Mr. Vaidya, learned counsel appearing for the petitioner, submitted that the petitioner had never terminated the services of

the respondent at any point of time. Inviting attention to the communication dated 20 April 2010 addressed by the petitioner to the concerned Union, he submitted that by the said communication the respondent was specifically called upon to resume duties forthwith. He further submitted that having regard to the nature of the industrial reference, wherein reinstatement with full back wages has been sought, the case of the respondent as set out in the statement of claim is that he had worked from October 2007 till 23 March 2010 and that his services were orally terminated on the said date. Learned counsel submitted that in the written statement filed before the Labour Court, the petitioner had categorically and specifically denied the allegation of termination.

12. Inviting attention to paragraph 7 of the written statement, learned counsel submitted that the conduct of the respondent clearly indicates voluntary abandonment of service inasmuch as the petitioner had prepared a cheque towards legal dues payable to the respondent in the sum of Rs.18,313/-. However, the respondent was dissatisfied with the said amount and, therefore, refused to accept the same. Referring to the cross examination of the respondent, learned counsel submitted that the respondent has admitted therein that he had received the letter dated 20 April 2010 issued by the petitioner calling upon him to report for duty. He further admitted that despite receipt of the said communication, he neither lodged any complaint before the Commissioner of Labour nor conveyed his willingness to resume duties to the employer. Learned counsel also invited attention to the affidavit of the petitioner's Accountant, wherein reference is

made to CCTV footage showing that on 26 December 2016, when the respondent visited the petitioner's premises, he entered the office, remained seated for some time, and thereafter left the premises after approximately 155 seconds. He submitted that the respondent has cross examined the witness on the said aspect.

13. Inviting attention to the issues framed by the learned Labour Court, learned counsel submitted that in view of the judgment of this Court in *Satish Motors Limited, Aurangabad through its Director vs. Syed Ashrafali Syed Maqsadali, Aurangabad,* reported in 2017 (1) Mh.L.J. 194, the reference itself was not maintainable in law. He submitted that merely because the petitioner did not remain present during conciliation proceedings and did not expressly indicate willingness therein, the Labour Court could not have drawn an inference that the services of the respondent stood terminated by the petitioner. He further submitted that the Labour Court has failed to consider the evidence relating to CCTV footage placed on record by the petitioner. Additionally, learned counsel contended that the direction issued by the Labour Court granting full back wages is wholly unjustified and disproportionate, particularly having regard to the fact that the respondent had worked only for a period of approximately three years.

14. Per contra, Mr. Pathak, learned counsel appearing for the respondent, submitted that the failure of the petitioner to remain present during conciliation proceedings itself demonstrates that the petitioner never intended to permit the respondent to resume employment. He further submitted that although the present writ petition came to be instituted in the year 2019, the copy thereof

was served upon the respondent only after the petitioner was served with notice in proceedings initiated under Section 33C(2) of the Industrial Disputes Act. Learned counsel invited attention to the affidavit filed by the respondent, wherein the respondent has specifically deposed on oath that ever since the date of his oral termination he has remained unemployed and despite sincere efforts made to secure employment at the establishments named in the affidavit, he could not obtain any employment. It has further been stated on oath that the respondent had approached the petitioner and orally requested either to permit him to resume duties or to issue a service certificate so as to enable him to secure alternative employment elsewhere, however, the petitioner neither reinstated him nor issued such service certificate. The respondent has further stated that he has survived only on the charity and assistance of his relatives and friends. Learned counsel submitted that no material whatsoever has been placed on record by the petitioner to demonstrate that its business establishment has been closed down. Placing reliance upon the judgment of this Court in M/s. Premsons Trading Private Limited vs. Hiraprasad Bindeshwar Yadav, Writ Petition No.15103 of 2024 decided on 17 March 2026, learned counsel submitted that in similar circumstances this Court directed the employer to reinstate the employee with 60% back wages. He therefore submitted that the present writ petition deserves to be dismissed.

REASONS AND ANALYSIS:

15. I have given anxious consideration to the rival submissions and have also gone through the pleadings, oral evidence and the

documents placed on record. The petitioner contends that there was no termination at all and that the respondent himself left service. The respondent arues that his services were orally brought to an end on 23 March 2010, that he was not paid lawful dues, and that he has remained unemployed thereafter. The case therefore depends on whether there was a real abandonment by the workman or whether the employer, after keeping silence for a long time, is now trying to give a different colour to an illegal termination.

16. The first submission advanced on behalf of the petitioner is that at no point of time the services of the respondent came to be terminated by the management and that the entire case of oral termination is false. In support of the said contention, learned counsel for the petitioner has placed heavy reliance upon the communication dated 20 April 2010 addressed by the petitioner to the Union, whereby the respondent was allegedly called upon to resume duties. It is further sought to be emphasized that even in the written statement filed before the Labour Court, the petitioner has taken a stand that no termination was effected and therefore the foundation of the respondent's case is liable to fail. This submission requires consideration for the reason that if in fact a workman has abandoned employment, the law would not permit such workman thereafter to convert such act into a grievance of illegal termination merely for obtaining reinstatement and monetary benefits. However it is equally well settled that mere taking of denial in pleadings by the employer is by itself not sufficient to conclude the controversy. A bald statement in written

statement cannot displace the claim of a workman unless the same is supported by circumstances and conduct consistent with such defence. The Court is required to examine the dispute not merely on the basis of pleadings but on the basis of totality of circumstances. In industrial adjudication, the Court must ascertain not only what stand is taken by parties before the adjudicating authority, but also whether the conduct of parties before and after the dispute supports such stand. Therefore, the defence of the petitioner is required to be tested not merely from the contents of the written statement or correspondence but from the surrounding facts and circumstances.

17. The respondent has maintained a case that he was employed as a Pattern Maker with the petitioner from October 2007 till 23 March 2010 and that on the said date his services were orally brought to an end without any written order, charge sheet, domestic enquiry, notice, or payment of statutory dues. He has further pleaded that during his tenure, no appointment letter, attendance card, pay-slips, leave card, or other service related documents were issued to him by the petitioner. The respondent has also alleged that despite the establishment having more than 50 employees and being governed by statutory labour enactments, the petitioner was not maintaining statutory and service records. These assertions assume significance in the present matter because where an employer itself fails to maintain employment records or withholds documents expected to be in its possession, such employer cannot thereafter insist that the workman must establish every detail only by documentary proof. In industrial

jurisprudence, strict rules of evidence are not applied in the same manner as in civil suits. Many times in matters involving workmen engaged in smaller establishments, documentary evidence may not always be available with the employee, since such documents remain in custody of the employer. In such circumstances, the Court is required to assess the matter on the basis of broad probabilities, surrounding conduct, admissions, circumstances, and available material on record. Therefore, the respondent's inability to produce appointment orders cannot weaken his case when his allegation is that such documents were never furnished to him at all. The Court is thus required to appreciate the dispute in realistic manner without insisting upon appointment orders from the workman.

18. The petitioner has next sought to place reliance upon the circumstance that a cheque of Rs.18,313 was prepared by the petitioner towards alleged legal dues payable to the respondent and that the respondent refused to accept the said amount. According to the petitioner such conduct on the part of the respondent demonstrates that the respondent himself was desirous of leaving service and was dissatisfied with the amount offered, thereby showing that the dispute was financial in nature. Mere preparation of cheque by management does not by itself establish that the workman abandoned employment. Preparation of such cheque only indicates that the management calculated some dues which according to it were payable. It does not necessarily follow therefrom that the employee had severed the relationship of employment. In fact in many cases employers after discontinuing

services of employees prepare so called “full and final settlement” amounts without any lawful termination and therefore such act is not sufficient to prove abandonment. The important question which falls for determination is whether the alleged settlement was voluntary, lawful, and complete; whether the respondent was invited to continue employment; and whether if he had remained absent without cause, the petitioner took any disciplinary action in accordance with law. Merely because some dues were calculated and offered does not establish cessation of employment. If the respondent felt that the amount offered was inadequate, refusal to accept such amount cannot by itself mean that he intended to abandon service. In the facts of the present case, no material is shown to indicate that acceptance of the cheque was linked with severance of employment. Therefore, the said circumstance is not sufficient to accept the case of voluntary abandonment.

19. Much emphasis has been placed by the petitioner on the admission made by the respondent in cross-examination that he had received the petitioner’s letter dated 20 April 2010 whereby he was allegedly called upon to report for duties. Based upon this admission, the petitioner has argued that despite receipt of such communication, the respondent neither approached the Commissioner of Labour immediately nor addressed any communication expressing willingness to resume work, and therefore his conduct indicates that he had no intention to continue employment. Merely because a workman does not rush to every authority or immediately issue reply upon receipt of one communication cannot lead to an presumption of abandonment.

Industrial disputes often arise in situations where workmen may not be aware of legal procedures expected from them. Their conduct is to be examined pragmatically. In the present matter, what is material is that within reasonable time the respondent issued a demand notice dated 17 May 2010 asserting illegal termination and calling upon the petitioner to reinstate him. Thereafter, he pursued conciliation proceedings before the labour authorities and continued to maintain his grievance of illegal termination. Such conduct is inconsistent with the theory that the respondent had chosen to sever ties with employment. A person who has abandoned service would ordinarily not issue demand notices seeking reinstatement nor approach conciliation authorities alleging illegal termination. These acts of the respondent demonstrate that he was asserting his right to employment and disputing the conduct of the petitioner. Therefore, mere non reply to one letter dated 20 April 2010 cannot outweigh the respondent's conduct showing assertion of his employment rights. The Court must see the conduct as a whole and not isolate one circumstance.

20. The petitioner has relied upon the affidavit of its Accountant along with CCTV footage allegedly showing that on 26 December 2016 the respondent entered the petitioner's premises, sat there for some time, and left the premises after 155 seconds. It is contended that this circumstance establishes that the respondent was never prevented from entering the establishment and that his conduct demonstrates lack of seriousness on his part in joining duties. This Court finds little evidentiary value in the said

circumstance for deciding the principal controversy. At the highest, the said material only indicates that on one particular day nearly six years after the alleged termination, the respondent entered the petitioner's premises and thereafter departed after remaining present for a brief period. This isolated event does not establish that in the year 2010 the respondent had abandoned service. Nor does it establish that on such occasion he was allowed to resume duties, assigned work, or reinstated in service. A person entering the premises and leaving shortly may do so for numerous reasons, and such act cannot by itself prove restoration of employment. An event of the year 2016 is too remote to determine the disputed question relating to cessation of employment in March 2010. Such subsequent conduct cannot erase the controversy arising from the alleged termination which had taken place several years prior thereto and which had already become subject-matter of industrial adjudication. The Labour Court rightly treated the said material as a inconclusive circumstance. It was justified in not attaching importance to such evidence while adjudicating the main dispute.

21. The petitioner has further raised an objection that the reference made for adjudication was not maintainable and that the Labour Court ought not to have entertained the dispute at all. In support of the said submission, reliance has been placed upon the decision of this Court in *Satish Motors Limited*, wherein it has been observed that where a workman alleges oral termination, the burden initially lies upon such workman to establish that his services were in fact terminated by the employer. There can be no dispute with the proposition of law that the person who asserts a

fact must ordinarily prove the same and therefore where a workman alleges that his services were orally terminated, material must be placed before the adjudicating authority to support such plea. However, while accepting the said legal proposition one cannot lose sight of the settled position that in labour and industrial adjudication the nature of proof is not always to be tested by strict standards applicable to civil suits. Illegal termination in labour matters is often not evidenced by written orders because employers in many cases avoid issuing written termination orders in order to escape statutory liabilities. Therefore, if the argument of the petitioner is accepted, it would mean that in every case of oral termination the workman would fail merely because no written dismissal order exists, which would defeat the very object of labour welfare legislation. The Court while examining such disputes is entitled to consider surrounding circumstances, contemporaneous correspondence, demand notices, conciliation proceedings, conduct of the employer, and all attendant circumstances which throw light upon the nature of cessation of employment. In the present matter, the Labour Court has not accepted the respondent's case merely because the respondent stated so in his affidavit. The Labour Court has examined the demand notice issued by the respondent, the proceedings before the Conciliation Officer, the replies submitted by the petitioner, the admissions elicited during cross-examination, and the overall conduct of the parties. Thus, the finding of the Labour Court is based upon appreciation of circumstances.

22. Another circumstance operating against the petitioner is that if indeed the respondent had abandoned service of his own accord, the normal conduct of a employer would have been to issue notice calling upon him to explain his absence, to call for his explanation, and if necessary to take action in accordance with service jurisprudence. It is difficult to accept that an employer would remain silent if an employee, especially one working in a skilled position such as Pattern Maker, suddenly stopped attending work. In ordinary industrial practice, where an employee remains absent unauthorizedly, the employer generally issues notices, records absenteeism, initiates disciplinary proceedings, or at least maintains some contemporaneous record showing that the employee failed to report despite opportunities granted. In the present case, no such procedure appears to have been followed by the petitioner. No charge sheet, no show cause notice, no domestic enquiry, and no formal record of abandonment has been brought on record. The petitioner's case is that the respondent himself left the job. However, if that were so then there was no reason for the petitioner not to create a documentary material indicating such abandonment. Silence on the part of employer weakens the plea of abandonment. The law does not encourage employers to rely upon oral assertions of abandonment without any action, particularly when the issue concerns cessation of livelihood of a workman.

23. The respondent has stated on oath that after his oral termination he remained unemployed and despite making efforts to secure employment at the establishments specifically named by him, he could not obtain any work. He has further deposed that he

approached the petitioner and requested either that he be taken back in service or at least issued a service certificate so that he could seek employment elsewhere, but the petitioner declined both. This evidence is important. Firstly, statements made on oath, unless disproved, carry evidentiary value and cannot be lightly brushed aside. Secondly, the conduct spoken to by the respondent appears consistent with a person who considers himself removed from service rather than with one who abondoned employment. A workman who has abandoned his service would ordinarily not continue to approach the employer seeking reinstatement nor would such person ordinarily request the employer to issue service certificate for obtaining alternative employment. Such conduct probabilizes the respondent's case of termination and was thereafter making efforts to regularize his employment situation. The petitioner despite disputing the respondent's version has not brought on record any material to show that the respondent was gainfully employed elsewhere or that his statement of unemployment was false, or that he never approached the petitioner as alleged. In absence of such rebuttal, the respondent's testimony cannot be discarded.

24. The learned Advocate appearing for the respondent has rightly placed reliance upon the judgment of this Court in *M/s. Premsons Trading Private Limited*. The said judgment reiterates the settled principle that once there exists a industrial dispute and conciliation proceedings have failed, the reference of dispute for adjudication cannot be faulted merely because the employer has denied the allegations. It further recognizes that disputed factual

questions regarding abandonment or termination are matters which are best examined by the Labour Court after appreciation of evidence. The principles laid down therein squarely apply to the facts of the present case. Here also the Labour Court has not acted in mechanical manner nor has it granted relief without proper appreciation. It has considered the rival pleadings, oral evidence, documentary material and surrounding circumstances before arriving at its conclusion. Therefore, unless the conclusion so reached is shown to be perverse, this Court would not be justified in substituting its view merely because the petitioner seeks re appreciation of the evidence.

25. The petitioner has argued that the respondent may have been gainfully employed elsewhere and therefore his claim of unemployment cannot be accepted. However, this contention appears to be founded more on assumption than on any evidence. The petitioner has merely stated that Pattern Makers are scarce in garment industry and therefore there is possibility that the respondent may have secured better employment. Such submission is speculative in nature. A mere presumption based upon demand for skilled labour cannot displace testimony of the respondent unless some material is produced showing employment. If the petitioner intended to resist claim of back wages on the ground of employment, burden was upon it to produce tangible evidence showing that the respondent was employed elsewhere. No such material has been brought on record. Mere assertion in pleadings is not evidence. Similarly, the fact that the petitioner issued letters calling upon the respondent to resume duty also does not by itself

demolish the respondent's case, because such letters were issued only after the industrial dispute had already arisen. A subsequent invitation to join duties, particularly after initiation of industrial dispute, cannot erase prior illegal action. Post dispute conduct of employer may be relevant, but it cannot retrospectively validate an otherwise unlawful termination.

26. The petitioner has argued that because the respondent refused to accept the cheque prepared towards his dues, such conduct must be treated as evidence of his unwillingness to continue in employment. This argument is not legally sustainable. Refusal by a workman to accept an amount offered by the employer cannot automatically mean that he has chosen to abandon service. A workman is fully entitled in law to dispute the adequacy of the dues calculated by the employer. If according to him the amount offered is not in accordance with law, refusal to accept such amount shows disagreement regarding computation. In the present case, the respondent's stand has been that he was illegally terminated and that he is entitled not merely to certain dues but also to reinstatement, continuity of service and back wages. His dispute was not limited to quantum of settlement amount. It was a dispute relating to legality of cessation of employment. Hence, his refusal to accept the amount offered by the petitioner cannot be construed as abandonment of service or acquiescence in termination.

27. The jurisdiction under Articles 226 and 227 is supervisory. It is not an appeal on facts. If the Labour Court has examined the evidence and has taken a view which is possible on the record,

interference is not called for. I do not find that the award suffers from any patent illegality. The Labour Court has noticed the absence of proper disciplinary action, the respondent's immediate protest, the demand notice, the conciliation history, the admissions on record, and the weak nature of the employer's defence. On this basis, it held that the respondent had been kept out of service unlawfully. That conclusion cannot be termed unreasonable.

28. For these reasons, the writ petition deserves to fail. The Award passed by the Labour Court does not call for interference in exercise of supervisory jurisdiction.

29. In view of the above discussion, the following order is passed:

(i) The present Writ Petition stands dismissed.

(ii) The Judgment and Award dated 10 December 2018 passed by the learned 3rd Labour Court, Mumbai in Reference (IDA) No. 254 of 2014 is hereby confirmed.

(iii) The petitioner shall comply with and implement the directions contained in the impugned Award within a period of twelve weeks from the date of this order, if not already complied with.

(iv) In the event the monetary benefits payable under the Award are not released within the aforesaid period, the same shall carry interest at the rate of 9% per annum from the date they became payable till realization.

(v) There shall be no order as to costs.

(AMIT BORKAR, J.)