IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CIVIL APPELLATE JURISDICTION

WRIT PETITION (ST) NO. 5298 OF 2023

Apras Polymer and Engineering Co. Pvt. Ltd. **...Petitioner**

V/s.

Rajendra Laxman Deore **...Respondent**

WITH
WRIT PETITION NO. 3505 OF 2023

Rajendra Laxman Deore **...Petitioner**

V/s.

1. Apras Polymer and Engineering Co. Pvt. Ltd.
2. Learned Member, Industrial Court, Nashik **...Respondents**

WITH
INTERIM APPLICATION NO.7918 OF 2025
IN
WRIT PETITION NO. 3505 OF 2023

Rajendra Laxman Deore **...Applicant**

V/s.

Apras Polymer and Engineering Co. Pvt. Ltd. and Anr.

...Respondents

Mr. Avinash Jalisatgi *with Mr. T. R. Yadav, Ms. Divya Wadekar and Mr. Mulanshu Vora, for Petitioner in WP (ST) 5298/2023 and for Respondent in 3505/2023.*
Mr. Rajendra Laxman Deore, *Petitioner in person in WP 3505/2023 and Respondent in person in WP (ST) 5298/2023.*

CORAM: SANDEEP V. MARNE, J.

RESERVED ON: 24 JUNE 2026
PRONOUNCED ON: 6 JULY 2026

JUDGMENT:

1) These are cross Petitions filed by the Employer and by its Employee challenging the judgment and order dated 12 May 2022 passed by the learned Member, Industrial Court, Nashik in Revision Application (ULP) No. 2 of 2020, by which the Industrial Court has modified the Order of the Labour Court. By its judgment and order dated 28 January 2020, the Labour Court had allowed Complaint (ULP) No. 25 of 2017 filed by the Employee and had set aside termination order dated 27 April 2017 with direction for reinstatement of the Employee with continuity in service and full backwages from 27 April 2017. The Industrial Court, though has maintained the direction for reinstatement with continuity, has denied him the backwages.

2) The Employer is aggrieved by setting aside of the termination order dated 27 April 2017 and direction for reinstatement and has accordingly filed Writ Petition (ST) No. 5298 of 2023 challenging the orders passed by the Labour and Industrial Courts. On the other

hand, the Employee is aggrieved by only the order passed by the Industrial Court to the extent of denial of backwages and has accordingly filed Writ Petition No. 3505 of 2023.

3) Apras Polymer and Engineering Company Pvt. Ltd. (‘***Employer’***) is engaged in the business of manufacturing plastic injection molding and has a factory at MIDC, Ambad, Nashik. Mr. Rajendra Laxman Deore (*who is referred to as the* ***‘Employee’*** *for the sake of convenience and without any reference to his status as such*) was appointed on the post of Quality Assurance Supervisor since 7 March 2011. According to Employer, Employee does not fit within definition of the term ‘workman’ under Section 2(s) of the Industrial Disputes Act, 1947 **(ID Act)**. On the grounds of poor performance and other behavioral issues, the Employer terminated the services of Employee by letter dated 27 April 2017 by offering to pay compensation in the form of two months’ salary. The Employee filed Complaint (ULP) No.25 of 2017 before Labour Court, Nashik challenging the termination letter dated 27 April 2017 and seeking reinstatement with full backwages. The Complaint was resisted by the Employer by filing Written Statement. Based on pleadings, the Labour Court framed issues. Employee led evidence by examining himself as a witness in addition to filing documentary evidence. The Employer examined Mr. Mosim Mohammed Ali Sayyed, Assistant Manager of HDFC and Rajendra Damodhar Wagh, Senior Quality Executive working with it and also filed documents. After considering the pleadings, documentary and oral evidence, the Labour Court proceeded to allow Complaint (ULP) No. 25 of 2017 declaring that

the Employer had committed unfair labour practice under items 1 (a), (b), (f) and (g) of schedule IV of the Maharashtra Recognition of Trade Unions and Prevention of Unfair Labour Practices Act, 1971 (**MRTU & PULP Act**). The Labour Court set aside the termination order dated 27 April 2017 and directed reinstatement of the Employee with continuity of service and full backwages with effect from 27 April 2017.

4) The Employer filed Revision Application (ULP) No. 2 of 2020 before Industrial Court, Nashik challenging the judgment and order of Labour Court. By judgment and order dated 12 May 2022, the Industrial Court has partly allowed Revision Application filed by the Employer and has modified the judgment and order passed by the Labour Court. The Industrial Court has partly allowed Complaint (ULP) No. 25 of 2017, upholding the finding of Labour Court about commission of the unfair labour practice under item 1 (a), (b), (f) and (g) of the Schedule IV of the MRTU and PULP Act, 1971. The Industrial Court has also not disturbed the direction for reinstatement in service with continuity. However, the Industrial Court has set aside the direction of the Labour Court for payment of full backwages. Thus, the Employer is directed to reinstate the Employee with continuity of service but without backwages. As observed above, the Employer is aggrieved by orders passed by Labour as well as Industrial Courts and has accordingly filed Writ Petition (ST) No. 5298 of 2023. On the other hand, Employee is aggrieved only by the order of Industrial Court, to the limited extent of denial of backwages and has filed Writ Petition No. 3505 of 2023.

5) The Employer claims that during pendency of the Petition, Employee was directed to join the services with effect from 28 May 2023. It is claimed by the Employer that Employee indeed joined the services and was paid wages. The Employer claims that Employee was required to be kept in suspension vide letter dated 28 June 2024 and enquiry was initiated against him vide chargesheet dated 29 July 2024. It is claimed by the Employer that Employee was dismissed from service with effect from 27 June 2025 after the charges were proved against him. Employee has however denied reinstatement, payment of wages or dismissal from services.

6) Writ Petition No. 3505 of 2023 was initially filed by Employee through an Advocate. It appears that Employee has availed the services of several Legal Aid advocates but has changed them from time to time. Finally, Employee expressed desire to appear in person. However, the Committee of this Court did not grant permission for personal appearance to Employee after interacting with him. He however insisted before the Court to present his case in person. On a condition of extending due cooperation, this Court has heard submissions made by the Employee in person.

7) Mr. Jalisatgi, the learned counsel appearing for the Employer has submitted that the Labour as well as Industrial Courts have grossly erred in holding that Employee is a ‘workman’ within the meaning of Section 2(s) of the ID Act or an ‘employee’ within the meaning of Section 3(5) of the MRTU & PULP Act. That he was employed

with the company on the post of Quality Assurance Supervisor, receiving salary of Rs. 20,368/- and therefore, he had independent supervisory and managerial powers. That his engagement was in supervisory capacity. That the Employer has established that the Employee was engaged in supervisory activity. He was deployed to find defects in the products and to direct its rectification through workmen under him. That he also used to impart training to others. That he used to have interactions with the customers of the Employer. That he used to prepare inspection reports. That since he was overseeing the work of others, the engagement in supervisory capacity was clearly established. That Labour Court and Industrial Court have erroneously applied the yardsticks of absence of disciplinary authority or absence of power of taking policy decisions for determining status. That the said yardsticks are relevant for the purpose of determining employment in managerial or administrative capacity. That for proving employment in supervisory capacity, it is not necessary to establish existence of power of taking disciplinary action or policy decisions. In support of his contentions, Mr. Jalisatgi relies on the judgments in ***Inthru Noronha V/s. Colgate Palmolive (India) Ltd. and Ors.***[1], ***John Joseph Khokar V/s B. S. Bhadange and Ors.***[2] and ***Standard Chartered Bank V/s. Vandana Joshi and Anr.***[3] Mr. Jalisatgi would accordingly pray for setting aside the orders of the Labour and Industrial Courts directing reinstatement.

8) Mr. Jalisatgi opposes the Petition filed by the Employee and submits that even if order of reinstatement is upheld, denial of

1 2005 (2) Mh.L.J 884
2 1997 (3) Mh.L.J 907
3 2010 (2) Mh.L.J. 22

backwages is clearly justified in the present case since he was gainfully employed after his termination. That he was in a position to pay EMIs of HDFC Bank in respect of loan disbursed to him, showing steady source of income and possible gainful employment.

9) Mr. Jalisatgi further submits that in any case, the liability to pay backwages cannot exceed period after 28 May 2023 since the Employee was reinstated on 28 May 2023. He submits that the Employer has paid salary and subsistence allowance to Employee during the period from 28 May 2023 to 27 June 2025. He submits that an amount of Rs. 3,88,727/- is paid to the Employee during this period. That since Employee did not work satisfactorily even after reinstatement and exhibited behavioral issues, even the order for reinstatement passed by the Labour Court and upheld by the Industrial Court deserves to be set aside. He therefore prays for dismissal of the Petition filed by Employee.

10) The Employee, appearing in person, supports the orders passed by the Labour and Industrial Courts to the extent of upholding the status as 'workman' and 'employee' and to the extent of direction for reinstatement with continuity of service. He submits that he was not engaged in supervisory capacity and that he did not have any power of taking any policy decisions. That he did not supervise any other employees of the company. That his job was restricted to use technical instruments to check the quality of products. That therefore the Labour and Industrial Courts have rightly upheld his status as 'workman'. That since no inquiry was conducted before terminating his services, the order for reinstatement does not warrant any interference.

11) So far as Writ Petition No. 3505 of 2023 filed by him is concerned, the Employee submits that the Industrial Court has grossly erred in setting aside the direction for payment of full backwages. That there is no cogent evidence of any gainful employment by him. That he had borrowed money for repayment of loan. That several defaults were committed by him in repayment of the loans. That in absence of direct evidence of gainful employment, the Industrial Court has erroneously recorded presumptive findings. He relies on the judgment of the Apex Court in ***Deepali Gundu Surwase v. Kranti Junior Adhyapak Mahavidyalaya***[4] in support of his contention that once termination is set aside, payment of full backwages is a natural consequence and a normal rule. He denies that the Employer actually reinstated him on 28 May 2023 or paid any wages. That since there is no reinstatement, there is no question of dismissal on 27 June 2025. He prays for setting aside the directions of the Industrial Court denying backwages.

12) Rival contentions urged on behalf of the parties now fall for my consideration.

13) Since the Employer has challenged orders of Labour and Industrial Courts holding termination as illegal and directing reinstatement, it would be first necessary to consider the challenge raised by the Employer in Writ Petition (ST) No. 5298 of 2023. Mr. Jalisatgi has raised a singular point for challenging the findings of Labour and Industrial Courts on the issue of legality of termination. He has submitted that both Labour and Industrial Courts have erroneously

[4] (2013) 10 SCC 324

treated Employee as a ‘workman’ under Section 2(s) of the ID Act and as ‘employee’ under Section 3(5) the MRTU & PULP Act.

14) It must be observed at the outset that there are concurrent findings of the Labour and Industrial Courts on the issue of status. The findings are recorded on conduct of factual inquiry and this Court execrcising only supervisory jurisdiction under Article 227 would have limited powers to interfere in the same. The Employee was employed as ‘Quality Assurance Supervisor’. Mere designation cannot decide his status and what must be taken into consideration is the nature of work and his duties and responsibilities. Use of the word ‘Supervisor’ in his designation would not *ipso facto* elevate his engagement as in supervisory capacity. Under Section 2(s) of the ID Act, even a supervisor can be a workman. It is only when a person is employed in supervisory capacity that he loses status as a ‘workman’ if he draws wages in excess of Rs. 10,000/- per month. The definition of term ‘workman’ under Section 2(s) the ID Act is as under:

> (s) “**workman**” means any person (including an apprentice) employed in any industry to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward, whether the terms of employment be express or implied, and for the purposes of any proceeding under this Act in relation to an industrial dispute, includes any such person who has been dismissed, discharged or retrenched in connection with, or as a consequence of, that dispute, or whose dismissal, discharge or retrenchment has led to that dispute, but does not include any such person—
>
> (i) who is subject to the Air Force Act, 1950 (45 of 1950), or the Army Act, 1950 (46 of 1950), or the Navy Act, 1957 (62 of 1957); or
>
> (ii) who is employed in the police service or as an officer or other employee of a prison; or
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> (iii) who is employed mainly in a managerial or administrative capacity; or
>
> (iv) who, being employed in a supervisory capacity, draws wages exceeding ten thousand rupees per mensem or exercises, either by the

> nature of the duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature.

15) It is contended on behalf of the Employer that the employment of the Employee was in supervisory capacity. This contention is premised on the nature of tasks performed by him during the course of his employment in finding defects in the manufactured products, directing rectification of defective products, getting the defects rectified from other workmen, imparting training to the other workmen, interacting directly with the consumers of the company, preparing inspection report etc. In my view however, none of the above activities would convert the employment into supervisory capacity. There is no denial to the position that the Employee was working on technical instruments for assessing the quality of the manufactured products. These were his predominant duties. Thus, predominant duties performed by him included skilled work to be performed on instruments. Mere performance of work of quality control does not mean engagement in supervisory capacity. To prove supervisory capacity, it is necessary to prove that the employee performs predominantly the job of only supervising the other workmen by deciding their postings, duty timings, leaves, etc. The supervision thus needs to be on the workmen and not merely on quality of products. In the present case, there is nothing on record to indicate that the Employee performed supervisory powers on other workmen. His authority to assign work was thus restricted only in the area of quality enhancement of the product. His authority to inspect quality of product, to prepare inspection reports and to attend to the complaints of customers was all aimed at ensuring the quality of the

product. Performance of those tasks did not give any authority to the Employee to exercise any control over the other workmen. Similarly, the imparting of training was again aimed at preventing the workers from repeating the mistakes. He had no authority to punish any workman or to decide matters such as leave, pay fixation, transfer, etc. It has also come in evidence that Employee had no authority to take any managerial decisions. The Industrial Court has rightly appreciated the above position and has held in para 8 of its Order as under:

> 8. As far as the point that complainant is not workman is concerned, I here state that, complainant vide his evidence Exh. U-13 by witness viz. Rajendra Deore has categorically submitted the nature of his duties. After appreciating the said evidence, it is established that, complainant Rajendra Deore has only authority to report the lacuna and deficiencies, noticed in the products. He has not authority to initial any disciplinary action against erring employees. Although, it is true that complainant Rajendra Deore has authority to assign the work to his colleagues, the said assignment of work is appeared for finishing of the products and for its quality enhancement. After perusal of the evidence of respondent's witness viz. Rajendra Wagh, who examined below Exh. C-70, it is established that, the complainant Deore has authority only to inspect the quality of the product, prepared the inspection report and to attend and to solve the complaints of the customers. In addition to that, from his evidence it is established that, complainant Deore has authority to give necessary training to the workers to avoid the repeated mistakes and thereby to enhance the quality of the products. All these facts depicted in the evidence of the respondent witness Rajendra Wagh examined below Exh. C-70 established that, complainant Deore has no authority to take any policy decision about the end products and also to take managerial decision like to initiate the action etc. regarding the same. The evidence of respondent's witness Rajendra Wagh examined below Exh. C-70 established that, complainant Deore has no authority to punish the erring employee, who is responsible for the defect in the products. Hence, it is established that, complainant Deore is a employee/workman falling under Sec. 2(s) I. D. Act, 1047.

16) Mr. Jalisatgi has relied on the judgment of this Court in ***Inthru Noronha*** (supra). The judgment is an authority on the issue that designation is not conclusive in deciding whether an employee is a

workman or not and the Court must essentially be guided by the dominant nature of duties performed by the employee. Mr. Jalisatgi has highlighted the findings recorded by this Court in ***Inthru Noronha*** that the test of existence of control over subordinate may apply only in certain factual situations but cannot be a test to be uniformly applied in every case. He has contended that absence of power to take action against other workman may only prove lack of managerial powers. In support of the same contention, reliance is also placed on the judgment of this Court in ***Standard Chartered Bank v. Vandana Joshi*** (supra). However, in the present case, the absence of power to take disciplinary action against other workmen is not the only factor considered by the Labour and Industrial Courts for upholding the status of Employee as a workman. In ***Inthru Noronha***, claim was raised by employee of performance of clerical work, though the case involved promotion to the executive cadre and application of pension scheme meant for executive staff. In the facts of that case, this Court arrived at the conclusion that the nature of work performed by the employee was anything but clerical, and therefore the order of the Industrial Court holding him to be not a workman was upheld. Similarly, in ***Standard Chartered Bank***, the Court has essentially discussed the scope of managerial job in the light of changing nature of businesses. The employee therein was employed as 'Personal Financial Consultant' and it was held that she was not performing work of clerical nature. In my view, both the judgments are of little assistance in the facts of the present case where the Employee was admittedly employed to perform work in the production line and

discharge his duties by use of technical instruments for assessing quality of the products.

17) Mr. Jalisatgi has relied on judgment of this Court in ***John Joseph Khokar*** (supra) in support of his contention that Employee was employed in supervisory capacity and that supervisory work can be contradistinct from managerial or administrative work. It is held by this Court that supervisor's predominant function is to see what work is done by workers under him but has no power to take any disciplinary action. Reliance on the judgment is again for highlighting the position that mere absence of power to take disciplinary action does not exclude an employee from being employed in supervisory capacity. However, as observed above, absence of power to take action against other workmen is not the only factor considered by the Labour and Industrial Courts for upholding status of the Employee as a workman. Here the predominant work performed by him was in production line using instruments. He himself was putting labour in checking the quality of manufactured products and giving directions/training to other workmen for quality improvement was not his predominant work. The judgment, therefore, has no application to the facts of the present case.

18) In view of the above discussion, no case is made out for interference in concurrent findings recorded by the Labour and Industrial Courts about status as 'workman' under Section 2(s) of the ID Act and as 'employee' under Section 3(5) of the MRTU & PULP Act.

19) The Employer did not conduct any inquiry before terminating the services of the Employee. Mr. Jalisatgi has not canvassed any other point for challenging the direction of reinstatement. Therefore, once challenge to the status as a 'workman' fails, the order of reinstatement will have to be necessarily upheld.

20) Coming to the issue of backwages, Labour Court had granted full back wages in addition to continuity in service while setting aside the termination order and while passing the order for reinstatement. However, the Industrial Court has set aside the direction for payment of backwages and has upheld only the direction for reinstatement and continuity of service. The Industrial Court has taken into consideration the evidence of Manager of HDFC Bank, who produced documents in respect of loan account of the Employee. The Industrial Court has held that the Employee paid all EMIs in respect of loan account and there was no default after termination. On this basis, the Industrial Court has arrived at a finding that he must have had enough source of funds even after his termination and that therefore, there must be some gainful employment for him. The relevant findings by the Industrial Court in this regard are recorded in para 11 which read thus:

> 11. The issue about the back wages is concerned, I have gone through the evidence of respondent's witness viz. Mohsin Sayyed examined below Cxh. C-58 and the documents filed below Exh. C-60 to C-62. After appreciating the evidence of respondent's witness vide Mohsin Sayyed, it is established that, he is working as a Manager in the HDFC bank where-from complainant Deore has availed the home loan facility in the year 2015. Respondent witness Mohsin has submitted the extract of loan account for the period 01.04.2015 to 29.11.2018 vide Exh. C-60 to C-62. After appreciating the evidence of respondent's witness Mohsin Sayyed as well as the documents at Exh. C-60 to

> C-62, it is established that, although complainant Deore has terminated from service w.e.f. 27.04.2017 he has paid all the EMI towards the loan account and there is no default. This fact clearly established that, complainant Deore has enough source of fund after termination of his service and thereby he is in position to pay the EMI regularly. Unless one has enough source of fund, apart from the expenses required for the livelihood, no-one is able to pay the EMI of the loan. As complainant Deore has no defaulter towards his loan account after termination of his service, it is established that, he is gainfully employed and thereby he is in a position to pay the EMI regularly. The Ld. Labour Court vide para No. 26 in the judgment opined that, mere fact that one is paying EMI regularly is not a incidence which constitute that, he is gainfully employed. It is mentioned here that, if one has no source of fund, he is not in a position to pay the EMI of the loan. It is general behaviour that, after making provision towards the daily livelihood person will save from the earnings and from that he will pay the EMI towards the loan. It is obvious that, first priority is always given to the livelihood and not towards the repayment of loan. As complainant Deore has no defaulter towards the loan opt by him, it is established that, he has a enough source of fund, which could only available to him by gainful employment. Thus, the observation to that context given by the Ld. Labour Court is appeared to be perverse and modification of the order to that effect is necessary.

21) In my view, the Industrial Court has committed an error in presuming gainful employment through inferential process. There is no direct evidence of Employee's gainful employment. The presumption of gainful employment is raised only on account of ability to repay EMIs after termination of service. In my view, finding of gainful employment cannot be recorded in absence of some proof. Mere ability to pay EMIs cannot be a ground for presuming that the workman must have been employed after termination. There may be variety of source from which payment of EMIs can be arranged by a terminated workman. He may have sufficient savings or he may borrow funds from friends and relatives in order to save the residential house from being auctioned. He may liquidate other assets to repay the EMIs. In my view therefore, an inevitable presumption of gainful employment cannot be drawn in every

case where a terminated workman is in position to pay the EMIs. I am therefore not in agreement with the findings recorded by the Industrial Court about the Employee being gainfully employed after termination of services.

22) The next issue for consideration is the nature of relief that needs to be granted in the facts and circumstances of present case. The Employee was terminated from service on 27 April 2017. The Labour Court set aside his termination and directed reinstatement from 28 January 2020. The Industrial Court upheld the direction for reinstatement but set aside the direction for backwages on 12 May 2022. During pendency of the Petition and in deference to the observations made by this Court, it appears that the Employer called upon Employee to join the services with effect from 28 May 2023. It is the case of the Employer that the Employee was reinstated on 28 May 2023, but he declined to perform the allocated work and behaved in arrogant manner. The Employer claims to have suspended him on 28 June 2024 and after issuance of chargesheet dated 29 July 2024, he was dismissed from service by order dated 27 June 2025. The Employer claims to have paid wages and subsistence allowance to the Employee during the period from 28 May 2023 to 27 June 2025. It is claimed that a total amount of Rs. 3,88,727/- is paid to him from 7 July 2023 to 7 July 2025.

23) The Employee however stoutly denies the allegations of reinstatement, suspension and dismissal. He has submitted that he was never reinstated in service, nor was he paid any wages or subsistence

allowance during June 2023 to July 2025. At the time of closure of hearing, this Court repeatedly enquired with the Employee as to whether he had received any amounts from the Employer during June 2023 to July 2025 and he insisted that he did not receive a single farthing from the Employer. Therefore, the Petitions were directed to be listed for directions in order to enable the Employer to produce bank statements for demonstrating transmission of amounts to the account of the Employee. Accordingly, a compilation is placed on record on behalf of the Employer on 24 June 2026. The compilation contains statement of account of the Employer's bank which indicates that various amounts are transmitted in the bank account of the Employee with Union Bank of India bearing No. 513002010002247. However, despite the Employer demonstrating before this Court, through bank statements, transmission of various amounts on June 2023 to July 2025, the Employee again maintained before this Court during the course of hearing on 24 June 2026 that he did not receive a single farthing from the Employer. To disprove the Employer's contention, he has placed on record copies of statements of his account with Union Bank of India and maintained that no amount was paid by the Employer to him during the concerned period.

24) I find both the denials of Employee about reinstatement / rejoining the services and payment of various amounts to be totally false. So far as the issue of rejoining the services is concerned, the Employee has himself admitted in his Affidavit dated 29 July 2024 that

he had rejoined the services and had started working. In this regard, paragraphs 10, 11, 12, 13 and 14 of affidavit dated 29 July 2024 read thus:

> 10. I says that this Hon'ble Court passed an order dated 18th April 2023, where it was clarified that no interim order was granted in the cross petition filed by the Respondent-company. Therefore by letter dated 02.05.2023 addressed to the Respondent-company requesting them to take me back in to the service. The said letter was refused with mark "Refused" by postman on 04/05/2023 to my address. After that I received the letter dated 22/05/2023 from Respondent-company to reinstate me as per order dated 18th April 2023 which was received on 26/05/2023.
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> 11. I say that, on the day of reinstatement (28th May 2023) I have joined and reported to HR. Prachi Chincholikar madam to give my work. She told me to make entry in the register and to start my work under Mr. R.D. Wagh in Quality Department I started my work to check product quality on machines but at 11:00am, Mr. Prakash Dhanokar Sir (Director) of the Respondent-company came, stopped my work and told me for go home and come at 5:30pm. I immediately informed HR. Prachi Madam on call. Also informed my Advocate Sushan Mhatre on Message about the said incident. I was instructed by my Advocate, not to go home and if they deny giving work then sit near watch cabin till 5:30pm. Therefore, the Director restricted my entry in the Respondent-company.
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> 12. I say that on Reinstatement day. When I called H.R. Prachi Chincholikar madam and told her about Mr. Prakash Dhanokar Sir (Director) has stopped me from doing my quality work. She accepted and told me If Prakash Sir (Director) told you to go at home and come only to put out time, then you can go and come only to put out-time. She also said, Sir is the director and she also had same directions from the Director. I crave leave and rely upon the said call details. Hereto annexed and marked as **Exhibit-F** is the Copy of call log, call recording (transcription), messages, along with 65B Certificate of my Telephonic conversation with H.R. Prachi Chincholikar Madam on dated 28/05/2023 11:46 AM of my reinstatement day and several messages on several days for permissions.
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> 13. Once I joined company and started working I was treated extremely badly and unfairly. I was made to sit in front of the watchman and was not allotted work for which I was appointed. I was not allowed to sign the register, So I had to use my cell phone to click the selfie-photos to show I was present and my own safety purpose as they misbehaved with me. I have saved the metadata sent to my advocate (details of photo). I crave leave to refer and rely upon every selfies captured from my mobile. Some days I fell extremely unwell due to the extreme heat. I experienced severe dehydration as I was made to sit next

> to the watchman without any shade on my head and no cooling system in place at the peak of the summer when the temperature easily soared above 40 degrees Celsius. I gave Proper Application, Gate Pass, on 7th June, 8th June to go at hospital and submitted Medical Certificates to watchman as madam not allowed me to submit it in office. Hereto annexed and marked **Exhibit-G**, is the copy of the **Gate Pass** given to me by madam when I suffered giddiness and was admitted in hospital. Details of medical certificate also given by me. I sent a letter to HR. Madam on 02/06/2023 after submitting medical certificate as they did not allowed me in company and sat me near gate in front of watchman.
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> 14. I say that, the Respondent-company did not allow me to work for a long period. When rainy season started, I was only allowed to sit in the company near quality Department to save myself from rains, but the Respondent-company did not allow me to enter the company and kept on harassing me. They harassed me through watchman to remove me from my quality department and erased my in-out time in register through the watchman. Hereto annexed and marked Exhibit-H is the copy of the said video and In-Out time erased by the watchman as per the H.R. and Director's direction.

25) The Employee himself has placed on record WhatsApp conversation and the message of 28 May 2023 states "*Mi Rajendra Deore. Aaj kamavar join zalo ahe*". The message of 24 July 2023 by him was, "*mala ushir honar as aaj thoda*". The message of 31 July 2023 was "*Sir mala udyachi leave pahije ahe highcourtat tarikh ahe*".

26) The affidavit as well as WhatsApp messages sent by the Employee leave no manner of doubt that he had actually rejoined the service with the Employer on 28 May 2023. During the course of oral submissions, he has falsely denied reinstatement or rejoining of work.

27) Coming to the issue of payment of amounts by the Employer during 28 May 2023 to 27 June 2025, the bank statements clearly reflect transmission of various amounts every month in the bank

account of Employee. It appears that following amounts are transmitted in the bank account of the Employee during June 2023 to July 2025:

Sr. No.	Date	Amount (After deductions)
1.	7th June 2023	2,743/-
2.	11th July 2023	18,313/-
3.	8th August	18,313/-
4.	12th September 2023	18,313/-
5.	9th October 2023	18,313/-
6.	6th November 2023	18,313/-
7.	7th December 2023	18,313/-
8.	5th January 2024	18,301/-
9.	7th February 2024	15,913/-
10.	6th March 2024	17,102/-
11.	5th April 2024	15,109/-
12.	7th May 2024	16,177/-
13.	7th June 2024	17,284/-
14.	8th July 2024	16,807/-
15.	6th August 2024	9,399/-
16.	5th September 2024	9,057/-
17.	7th October 2024	9,057/-
18.	25th October 2024 (Bonus)	9,965/-
19.	6th November 2024	13,684/-
20.	6th December 2024	13,684/-
21.	6th January 2025	13,659/-
22.	6th February 2025	13,684/-
23.	6th March 2025	13,684/-
24.	7th April 2025	13,684/-
25.	7th May 2025	13,684/-
26.	6th June 2025	13,684/-
27.	7th July 2025	12,591/-
	Total	**3,88,727/-**

28) The Employee has, however, placed on record some stray statements of his bank account. He has deliberately not placed on record bank statement of those dates on which the transmission of amounts has

occurred. To illustrate, the first transmission of amount of Rs. 2,743/- occurred on 7 June 2023 and Employee has placed on record copy of his bank his statement from 28 May 2023 to 6 June 2023. The bank Statement pertaining to the date 7 June 2023 is deliberately not placed before the Court. Similarly, the next transmission occurred on 11 July 2023 of amount of Rs. 18,313/-. The Employee has, however, placed on record statement of his bank for the period 1 July 2023 to 8 July 2023. The last transmission occurred in respect of amount of Rs. 12,591/- on 7 July 2025, but the Employee has not placed on record copies of his bank statement during August 2023 to July 2025 and has conveniently produced bank statement for the period from 1 August 2025 to 18 September 2025. The Employee has thus attempted to mislead this Court and has taken a false plea that he has not received a farthing from employee in respect of the period 28 May 2023 to 27 June 2025. Thus, both the denials by the Employee in respect of reinstatement as well as in respect of receipt of amounts is dishonest.

29) From various affidavits placed on record by the rival sides, it appears that the relationship between the duo has soured. It is not in the interest of either of the parties that the Employee is made to work with the Employer. The interaction between the two sides during the period from 28 May 2023 to 27 June 2025 was not healthy. In my view therefore, the direction for reinstatement or backwages needs to be modified and lump sum compensation needs to be awarded to the Employee for his wrongful termination on 27 April 2017. Such course of

action would also obviate further litigation between the parties relating to challenge to the second dismissal of 27 June 2025.

30) Considering the facts and circumstances of the case, where the last drawn wages of the Employee were Rs. 20,368/-, and the fact that he has already received an amount of Rs.3,88,727/- in respect of the period from 28 May 2023 to 27 June 2025, in my view, the ends of justice would meet if a lump sum compensation of Rs. 20 lakhs is awarded to the Employee towards full and final settlement. It must be clarified that the Employee has not displayed honest conduct before the Court as observed above and this Court would have been justified in denying him any relief in exercise of extraordinary jurisdiction. However, the relief of lump sum compensation is being granted to him purely by way of indulgence despite him making false oral statements before the Court while appearing in person. Considering the amount already paid of Rs. 3,88,727/-, the total compensation for the Employee would be to the tune of Rs. 23,88,727/-.

31) I accordingly proceed to pass the following order:

i) The judgment and order dated 28 January 2020 passed by Labour Court, Nashik in Complaint (ULP) No. 25 of 2017 and judgment and order dated 12 May 2022 passed by Industrial Court in Revision Application (ULP) No. 2 of 2020 are modified.

ii) The Employer-Apras Polymers & Engineering Company Private Limited, shall pay to the Employee-

Shri. Rajendra Laxman Deore a lump sum compensation of Rs. 20,00,000/- in lieu of re-instatement and back wages.

iii) Over and above the lump sum compensation so awarded, the Employee shall not be entitled to any other benefits from the employer *qua* the services performed by him.

iv) The awarded compensation shall be paid by the Employer to the Employee within a period of 4 weeks, failing which there shall be interest at the rate of 8 % per annum on the awarded sum of compensation.

32) With the above directions, both the Writ Petitions are **disposed of**. With the disposal of the Writ Petitions, nothing survives to be adjudicated in the Interim Application and is accordingly **disposed of**. There shall be no order as to costs.

[SANDEEP V. MARNE, J.]

33) After the judgment is pronounced, the learned counsel appearing for the Employer prays for stay of the operative part of the judgment for a period of 8 weeks. However, considering the nature of findings recorded in the judgment, I am not inclined to stay the directions. The request is accordingly rejected.

[SANDEEP V. MARNE, J.]

NEETA SHAILESH SAWANT
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