AGK

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

WRIT PETITION NO.15252 OF 2024

Santosh Chandrkant Potdar,
Age 35 years, Occu.: Self Employment,
233 A Rawan Galli, Lokmanya Nagar,
Korochi, Taluka Hatkangle
District Kolhapur 416 109 ... **Petitioner**

Vs.

Bajaj Auto Limited,
Chakan MIDC, Plot No.A-1,
Mhalunge, Pune 410 501 ... **Respondent**

WITH

WRIT PETITION NO.8711 OF 2024

Bajaj Auto Limited,
A company incorporated under the
Companies Act, 1956, and having its office
at Plot No.A-1, Village Mahalunge,
MIDC, Chakan, Pune 410 501 ... **Petitioner**

Vs.

Santosh Chandrkant Potdar,
Age 35 years, Occu.: Self Employment,
233 A Rawan Galli, Lokmanya Nagar,
Korochi, Taluka Hatkangle
District Kolhapur 416 109 ... **Respondent**

Ms. Jane Cox with Mr. Vinayak Suthar i/by Mr. Ghanashyam R. Thombare for the petitioner in WP/15252/2024 & for the respondent in WP/8711/2024.

Mr. Sudhir Talsania, Senior Advocate with Ms. Sayali Puri i/by M.S. Bodhanwala & Co or the petitioner WP/ 8711/2024 and for the respondent in WP/15252/ 2024.

CORAM : AMIT BORKAR, J.

RESERVED ON : APRIL 24, 2026.

PRONOUNCED ON : APRIL 30, 2026

JUDGMENT:

1. Since both the present writ petitions arise out of a common Award, involve identical questions of law, and arise from the same factual background, it is considered appropriate to hear and decide them together. Accordingly, both the petitions are being disposed of by this common judgment.

2. Writ Petition No.15252 of 2024 has been instituted under Articles 226 and 227 of the Constitution of India by the petitioner-workman, challenging the Award dated 18 January 2024 passed by the Industrial Court, Thane in Complaint (IT) No.1 of 2014, insofar as the Tribunal declined the relief of reinstatement with full back wages. On the other hand, Writ Petition No.8711 of 2024 has been preferred by the petitioner-company assailing the very same Award to the extent the Industrial Court recorded a finding that the termination of workman had taken place during the pendency of References and, therefore, amounted to breach of Section 33(2)(b) of the Industrial Disputes Act, 1947.

3. The facts giving rise to the present proceedings, as pleaded by the petitioner-workman, may now be noticed. A charge-sheet

dated 12 October 2012 came to be issued against the petitioner alleging misconduct under Standing Order Nos.31(I), (III), (VIII), (XI), (XXXIV), (XL), (XLIII) and (XIII) of the Certified Standing Orders applicable to the establishment. The charges were thus founded upon alleged acts of misconduct recognised under the service conditions governing the parties.

4. Pursuant to the said charge-sheet, a domestic enquiry was initiated against the petitioner-workman. The Enquiry Officer, upon conclusion of the proceedings, submitted his report together with final findings dated 31 July 2014, holding the petitioner guilty of the charges levelled against him. A copy of the said report and findings was thereafter forwarded to the petitioner under communication dated 6 October 2014. In response thereto, the petitioner submitted an apology letter on or about 16 October 2014. It is further the case of the petitioner that the recognised Union also addressed a representation to the respondent-company requesting that a sympathetic view be taken of the apology tendered by the petitioner. By a separate letter dated 16 October 2014, the Union requested the management to extend to the petitioner the same treatment as had allegedly been extended to thirteen similarly situated workmen.

5. It is the further case on record that an industrial dispute was then pending between the respondent-company and Vishwakalyan Kamgar Sanghatana, the recognised Union. During the subsistence of such dispute, the respondent and the Union entered into a Memorandum of Understanding dated 14 August 2014 pursuant to negotiations concerning suspension of eighteen workmen whose

enquiries were pending. Under the terms of the said Memorandum, it was agreed that thirteen out of the eighteen workmen would be taken back in service subject to acceptance of charges, submission of written apology, undertaking for good conduct and compliance with the terms of settlement. It was also agreed that selection of those thirteen workmen would remain within the discretion of the management, whereas the disciplinary proceedings against the remaining five workmen would continue. The petitioner was one amongst those five workmen whose enquiry was not brought to an end.

6. Thereafter, upon consideration of the apology letter submitted by the petitioner and the request made by the Union, the Manager of the respondent-company is stated to have examined the petitioner's past service record and formed an opinion that neither the apology nor the Union's request deserved acceptance. The management consequently arrived at a decision that the petitioner ought to be dismissed from service. Acting upon such decision, the petitioner came to be terminated from employment on 17 October 2014.

7. After the order of dismissal, the Union is stated to have extended financial assistance of approximately Rs.10,00,000/- to the petitioner on 19 December 2014, subject to the condition that the said amount would be repaid in the event the petitioner succeeded in challenging his dismissal before the competent Court. It is further pleaded that after termination the petitioner remained unemployed for about two years. Thereafter, in order to maintain himself, he commenced a grocery business. According to him, the

said business ultimately suffered losses and was closed on 28 November 2021. It is thus his assertion that since closure of the said shop, he has remained without gainful employment.

8. The petitioner thereafter instituted Complaint No.5000001 of 2014 before the Industrial Tribunal, Pune under Section 33A of the Industrial Disputes Act, 1947, challenging the order of dismissal as arbitrary, illegal and unsustainable, and seeking reinstatement with consequential back wages. The termination was assailed principally on the ground that the findings recorded by the Enquiry Officer were perverse and that the domestic enquiry was neither fair nor proper. A further challenge was raised on the ground of discriminatory treatment, it being contended that thirteen similarly situated workmen were inflicted only a minor punishment of four days' suspension, whereas the petitioner, though allegedly standing on the same footing, was visited with the extreme penalty of dismissal.

9. The first two preliminary issues, namely, Issue Nos.1 and 2 as framed in the proceedings, came to be decided by the Tribunal by order dated 27 September 2019. Under the said order, the Tribunal held that the domestic enquiry conducted against the petitioner was fair and proper, and further held that the findings recorded by the Enquiry Officer could not be termed perverse. Thus, the challenge to the legality of the enquiry and to the evidentiary basis of the findings did not find favour at that stage.

10. Upon adjudication of the complaint on merits, the Industrial Tribunal by its final Award dated 18 January 2024 declined the

substantive relief of reinstatement with back wages. However, in lieu thereof, the Tribunal awarded monetary compensation quantified at Rs.7,00,000/- in favour of the petitioner-workman.

11. Ms. Jane Cox, learned Advocate appearing for the petitioner-workman, submits that the Tribunal committed a manifest error in declining the relief of reinstatement despite having reached the conclusion that the dismissal of the petitioner was void ab initio and contrary to the provisions of the Industrial Disputes Act, 1947. According to her, once the very foundation of termination is held to be illegal, the normal and logical consequence ought to have been restoration of service. She further submits that the petitioner had rendered more than thirteen years of service with the respondent-company as a skilled workman and had acquired sufficient experience in the nature of duties assigned to him. In such circumstances, the stand of the company that the petitioner would be unable to adjust to the changed working dynamics of the establishment is stated to be wholly untenable and unsupported by any material.

12. Learned counsel further submits that the finding recorded by the Tribunal that, after a lapse of ten years from dismissal, the work culture and atmosphere at the workplace may have completely changed and that reinstatement of the petitioner would not be suitable, is based on mere conjecture and not on any documentary or oral evidence. According to her, such a conclusion is therefore perverse and contrary to settled principles governing adjudication. She contends that even assuming technological or operational changes have taken place, the petitioner could always

be imparted refresher training so as to update his skill, and the respondent-company admittedly possesses the necessary resources and infrastructure to provide such training. It is urged that the Tribunal proceeded on assumptions regarding changed dynamics of functioning without any evidentiary basis. She further submits that the illegal dismissal of the petitioner had the effect of extinguishing all future service prospects, promotional avenues and continuity benefits within the respondent-company. This material consequence, according to her, was ignored by the Tribunal while denying reinstatement.

13. Per contra, Mr. Talsania, learned Senior Advocate appearing for the respondent-company, submits that the object underlying Section 33(2)(b) of the Industrial Disputes Act is essentially protective in nature, namely to ensure that no workman is prejudiced, and no unfair advantage is taken by an employer through victimisation during the pendency of an industrial reference. According to him, the provision is intended to preserve the sanctity of pending adjudicatory proceedings so that disciplinary action taken during such pendency remains open to scrutiny by the forum before which the dispute is pending. He submits that the safeguard of prior approval is therefore conceived only for situations where a live reference continues to remain pending. It does not contemplate extension of such requirement to cases where disputes already stand settled and references have been withdrawn.

14. He further submits that Section 20(3) of the Act uses the expression that proceedings conclude on the date on which the

award becomes enforceable under Section 17A, but such language applies to matters where there is an actual adjudication of rights and liabilities culminating in an enforceable award on merits. In the present case, according to him, no such adjudicatory award exists, and therefore invocation of Section 20(3) to treat the reference as continuing would lead to an unreasonable and absurd result.

15. Learned Senior Counsel further submits that it would be contrary to the spirit of the Industrial Disputes Act, as also contrary to principles of reasonableness, to create a legal fiction that despite actual withdrawal of references and an award being passed recording such withdrawal, the references must still be deemed pending merely because the ministerial act of publication remained to be completed. According to him, such interpretation would elevate form over substance and ignore the true factual cessation of the dispute.

16. He contends that if Section 33(2)(b) is interpreted so as to require permission even in cases where the reference has already been withdrawn or not pressed, the provision would become vulnerable to challenge under Articles 14 and 19 of the Constitution of India, inasmuch as it would impose an arbitrary and wholly unreasonable restriction upon the employer's right to manage its business affairs and regulate its workforce. He submits that where a fair, bona fide and lawful domestic enquiry has already been conducted, there would be no rational justification to insist upon a further approval process before effecting termination.

17. Mr. Talsania, learned Senior Advocate, relying upon the judgment of the Division Bench in *Sanjay V. Redkar & Others Vs. State of Goa*, 2020 (4) Mh.L.J. 242, submits that a deeming fiction created by statute cannot be extended beyond the legitimate purpose for which such fiction is enacted. According to him, the Court must confine the fiction within its statutory object and not enlarge it by implication.

18. Placing further reliance upon another Division Bench judgment of this Court in *Maharashtra State Road Transport Corporation Vs. B.H. Satfale*, 1980 Mh.L.J. 197, he submits that the object of provisions akin to Section 33 is to protect an employee from possible victimisation on account of having raised an industrial dispute during the pendency of adjudication. He submits that Section 33(1)(b) and Section 33(2)(b), though dealing with different categories of misconduct, are both animated by the same legislative intent, namely ensuring that conciliation or adjudication proceedings continue without disturbance or retaliatory employer action. It is therefore contended that once the enquiry against the petitioner has already been held fair and proper, the order of punishment ought not to be disturbed on what is described as a mere technical ground.

19. In reply, Ms. Jane Cox, learned Advocate for the petitioner-workman, invited attention to the Constitution Bench judgment of the Supreme Court in *Jaipur Zila Bhoomi Vikas Bank Ltd. Vs. Ram Gopal Sharma & Others*, (2002) 2 SCC 244. She submits that the law laid down therein clearly declares that where approval of an order of discharge or dismissal is not obtained, the consequence is

that the employee is deemed to have continued in service as if no order of dismissal had ever been passed. According to her, failure to make an application for approval under Section 33 before effecting discharge or dismissal renders such order void, inoperative and non est in the eye of law. She therefore contends that once the termination itself is rendered non-operative, the ordinary principles governing grant of compensation in lieu of reinstatement would not apply, and reinstatement becomes the natural and necessary relief.

20. Learned counsel also relied upon the judgment of the Supreme Court in *Grindlays Bank Limited Vs. Central Government Industrial Tribunal & Others*, 1980 (Supp) SCC 420. She submits that the Supreme Court has categorically held therein that until expiry of thirty days from publication of an award, the proceedings are deemed to remain pending, and the Tribunal retains jurisdiction over the industrial dispute referred to it for adjudication. According to her, until expiry of the said statutory period, the Tribunal continues to possess authority to entertain applications connected with the dispute. On that basis, it is contended that the reference in the present matter must be treated as pending on the relevant date, thereby attracting the mandate of Section 33(2)(b).

21. Ms. Jane Cox further relied upon the judgment of the Supreme Court in *Deepali Gundu Surwase Vs. Kranti Junior Adhyapak Mahavidyalaya (D.Ed.) & Others*, (2013) 10 SCC 324, and submitted that where termination is held to be wrongful or illegal, reinstatement ordinarily follows as the normal rule.

According to her, denial of reinstatement in such cases is an exception requiring strong and special reasons, which are absent in the present matter. She therefore prayed that Writ Petition No.8711 of 2024 filed by the company be dismissed, and Writ Petition No.15252 of 2024 filed by the workman be allowed with consequential reliefs.

REASONS AND ANALYSIS:

22. For the purpose of proper adjudication of the issues arising in the present proceedings, it is necessary to reproduce and consider the relevant provisions of the Act, which are set out hereinafter.

> "Section 33. Conditions of service, etc., to remain unchanged under certain circumstances during pendency of proceedings.—
>
> (1) During the pendency of any conciliation proceeding before a conciliation officer or a Board or of any proceeding before an arbitrator or a Labour Court or Tribunal or National Tribunal in respect of an industrial dispute, no employer shall,—
>
> > (a) in regard to any matter connected with the dispute, alter, to the prejudice of the workmen concerned in such dispute, the conditions of service applicable to them immediately before the commencement of such proceeding; or
> >
> > (b) for any misconduct connected with the dispute, discharge or punish, whether by dismissal or otherwise, any workmen concerned in such dispute, save with the express permission in writing of the authority before which the proceeding is pending.

(2) During the pendency of any such proceeding in respect of an industrial dispute, the employer may, in accordance with the standing orders applicable to a workman concerned in such dispute [or, where there are no such standing orders, in accordance with the terms of the contract, whether express or implied, between him and the workman,—

(a) alter, in regard to any matter not connected with the dispute, the conditions of service applicable to that workman immediately before the commencement of such proceeding; or

(b) for any misconduct not connected with the dispute, or discharge or punish, whether by dismissal or otherwise, that workman: Provided that no such workman shall be discharged or dismissed, unless he has been paid wages for one month and an application has been made by the employer to the authority before which the proceeding is pending for approval of the action taken by the employer.

(3) Notwithstanding anything contained in sub-section (2), no employer shall, during the pendency of any such proceeding in respect of an industrial dispute, take any action against any protected workman concerned in such dispute—

(a) by altering, to the prejudice of such protected workman, the conditions of service applicable to him immediately before the commencement of such proceedings; or

(b) by discharging or punishing, whether by dismissal or otherwise, such protected workman, save with the express permission in writing of the authority before which the proceeding is pending.

Explanation.—For the purposes of this sub-section, a "protected workman", in relation to an establishment, means

> a workman who, being [a member of the executive or other office bearer] of a registered trade union connected with the establishment, is recognised as such in accordance with rules made in this behalf."

23. Section 33 of the Industrial Disputes Act is enacted as a provision of protection, made by Legislature with intention to preserve industrial peace during time when conciliation proceedings or adjudication proceedings are pending before competent authority. The object behind such provision is that when dispute between employer and workmen has reached legal forum, atmosphere between parties remains strained. At such stage, if employer is permitted to alter service conditions against workers, then pending proceedings may get influenced by pressure. Therefore, law intervenes and places temporary restraint upon employer's powers. In that sense, Section 33 is a statutory device for maintaining fairness. It keeps pending proceedings free from coercion.

24. Sub-section (1) of Section 33 deals with matters which are connected with pending industrial dispute. In such matters, Act requires prior permission in writing from authority before whom proceeding is pending. This shows that where subject matter of proposed action touches the dispute under consideration, employer cannot act and then justify later. Sub-section (2), however, addresses another category, namely matters not connected with pending dispute. There Act gives wider liberty to employer to proceed according to standing orders or contractual terms. Yet even there, if employer proposes discharge or dismissal of workman concerned in dispute, proviso imposes two mandatory

pre-conditions. One month wages must be paid, and application for approval must be made before competent authority. Hence, even where misconduct is outside dispute, disciplinary power is not uncontrolled.

25. The Division Bench judgment in *Maharashtra State Road Transport Corporation v. B.H. Satfale* explains that object of Section 33(2)(b) is to shield employee against possible victimisation because he has raised industrial dispute pending before legal forum. Legislature was faced with two realities. On one side, worker should not suffer retaliation because he invoked industrial proceedings. On the other side, employer cannot be rendered helpless even in genuine misconduct cases. Section 33 therefore creates middle path. It does not prohibit dismissal in every case. It regulates it through conditions.

26. In the present matter, company has contended that once references were settled, insistence upon approval under Section 33(2)(b) would be technical requirement. According to company, if no dispute survived, then no prejudice could be caused to workman and no purpose remains in demanding approval. Statutory consequences cannot be determined merely by convenience of one party. Where Legislature has used defined expressions regarding pendency and conclusion of proceedings, Court must first examine statutory language, scheme and binding precedent. Therefore, contention cannot be accepted merely because it appears pragmatic.

27. The judgment of Supreme Court in *Grindlays Bank Ltd.* gives authoritative interpretation to Section 20(3) of the Act. It has been held therein that proceedings before Tribunal are deemed to continue until date on which award becomes enforceable under Section 17A. Such enforceability arises after expiry of thirty days from publication of award under Section 17. Till that point, Tribunal retains jurisdiction over dispute and may entertain applications connected with same. This principle clarifies that pendency under Industrial Disputes Act is not exhausted because award is pronounced. The Act creates further statutory period during which proceeding continues. Thus, pendency has wider meaning.

28. Therefore, where award recording settlement, disposal or other closure has been made, legal pendency under Section 20(3) does not vanish because parties may feel that dispute has ended. Once Legislature has said that proceeding shall be deemed to continue till certain stage, Court cannot shorten such period.

29. Reliance was placed by company upon principle that legal fiction cannot be extended beyond purpose for which it is created, as observed in *Sanjay V. Redkar*. There can be no quarrel with that proposition. It is settled principle that deeming clause must not be enlarged beyond legislative object. Yet, said principle does not advance respondent's case here. In present matter, Court is not stretching fiction. Court is only applying Section 20(3) for purpose for which it was enacted, namely deciding when proceedings commence and when they legally conclude.

30. Once it is held that proceedings were pending in eye of law on relevant date, compliance with Section 33(2)(b) became obligatory if employer intended to dismiss workman for misconduct not connected with dispute. Requirement of approval allows competent authority to see whether action is bona fide, whether it is colourable exercise of power, whether one month wages are paid, whether procedure is followed, and whether dismissal is being used as weapon against workman. Such scrutiny is part of legislative protection.

31. The Constitution Bench judgment in *Jaipur Zila Sahakari Bhoomi Vikas Bank Ltd.* places matter beyond any pale of doubt. Supreme Court has expressly held as under :

> "14. …….. The order of dismissal or discharge passed invoking Section 33(2)(b) dismissing or discharging an employee brings an end of relationship of the employer and employee from the date of his dismissal or discharge but that order remains incomplete and remains inchoate as it is subject to approval of the authority under the said provision. *In other words, this relationship comes to an end de jure only when the authority grants approval. If approval is not given, nothing more is required to be done by the employee, as it will have to be deemed that the order of discharge or dismissal had never been passed. Consequence of it is that the employee is deemed to have continued in service entitling him to all the benefits available. This being the position there is no need of a separate or specific order for his reinstatement.* ……..

32. The above extract from the Constitution Bench judgment in *Jaipur Zila Sahakari Bhoomi Vikas Bank Ltd.* has direct bearing

upon question of relief of reinstatement in present matter. The Supreme Court has explained in clear terms that when dismissal or discharge is made during pendency of industrial proceedings, such order does not attain legal character merely because employer has issued termination letter. The severance of relationship between employer and employee becomes complete in law only when approval is granted by competent authority under Section 33(2)(b). Till that stage, order remains inchoate. Therefore, approval is condition which gives finality to dismissal. The expression used by Supreme Court that relationship comes to end *de jure* only upon approval means that in eye of law relationship does not stand severed only by unilateral act of management. If approval is refused, or if no approval is obtained, the dismissal cannot in to existence. In such situation, the order is treated as if it never obtained life. The observation of Supreme Court that nothing more is required to be done by employee means workman need not undergo second round of litigation for reinstatement when the Act treats such dismissal as non est. Once breach is established, consequence follows by operation of law. Employee is not required to seek declaration of status which already stands protected under statute. If employer's action never acquired validity, then interruption caused by such action cannot be allowed to prejudice employee.

33. Applying said principle to present case, once it is held that compliance of Section 33(2)(b) was absent and dismissal remained inoperative, the petitioner-workman cannot be relegated only to compensation in lieu of service. Compensation presupposes

severance. If dismissal is deemed never to have validly taken effect, then workman must in normal course be treated as continuing employee. In that event, reinstatement is not creation of new right but recognition of existing right.

34. The Tribunal, therefore, after recording illegality attached to termination, could not have denied reinstatement by substituting lump sum amount. Where statute itself says no separate order of reinstatement is necessary because continuity follows automatically, refusal of reinstatement must rest on strong reasons supported by evidence, such as closure of establishment or similar grounds. Mere passage of time would not displace statutory consequence. Thus, in present facts, relief of reinstatement follows on legal necessity arising from doctrine declared in *Jaipur Zila*. Any lesser view would dilute mandate of Section 33(2)(b) and render statutory safeguard ineffective.

35. The question of back wages now requires consideration. In the present matter, the complainant was removed from service and thereby deprived of source of livelihood. Therefore, responsibility for loss of employment must rest upon employer. It has come on record that after remaining without employment for some time, the complainant commenced a grocery shop in or about the year 2016. However, once it is shown that the complainant had started business activity from 2016, the Court cannot ignore possibility of some income having been generated therefrom. Exact income figures are not placed on record by either side. In absence of such evidence, it would be unsafe to presume substantial profits in favour of employer or to presume total absence of income in

favour of complainant. The Court therefore must adopt a reasonable approach.

36. The complainant has further stated that the grocery shop was closed during Covid period on account of losses. This assertion appears plausible having regard to loss suffered by small businesses during pandemic period. Judicial notice can be taken that small establishments faced financial problems during Covid restrictions. Therefore, closure of grocery shop during that period cannot be viewed with suspicion in absence of contrary material.

37. Having regard to these circumstances, the period from date of termination till commencement of grocery shop in 2016 stands on different footing. During that initial period, there is no material to show any gainful employment. The complainant had lost regular service and remained without stable source of income. He would therefore be entitled to full back wages for such period. For the period during which grocery shop was in operation, some deduction in back wages is justified. Since no accounts are available, exact set off cannot be worked out. A reasonable reduction would meet ends of justice.

38. For the period after closure of grocery shop during Covid time and till reinstatement, the complainant again appears to have remained without livelihood. In absence of proof of alternate employment thereafter, he cannot be denied wages for said period.

39. Thus, balancing equities, grant of partial back wages is proper. The complainant is entitled to full back wages from date of termination till commencement of grocery shop in 2016, fifty

percent back wages for period from 2016 till closure of grocery shop during Covid period and full back wages thereafter till date of reinstatement.

40. In view of the foregoing discussion and for the reasons recorded hereinabove, the following order is passed:

(i) Writ Petition No.8711 of 2024 filed by the petitioner-company stands dismissed;

(ii) Writ Petition No.15252 of 2024 filed by the petitioner-workman stands partly allowed;

(iii) The Award dated 18 January 2024 passed by the Industrial Court, Thane in Complaint (IT) No.1 of 2014 is upheld to the extent it holds that termination of the petitioner-workman was effected during pendency of the References and was in contravention of Section 33(2)(b) of the Industrial Disputes Act, 1947;

(iv) The said Award is quashed and set aside to the limited extent whereby the Industrial Court denied relief of reinstatement with back wages and granted compensation of Rs.7,00,000/- in lieu thereof;

(v) It is declared that the order of termination/dismissal dated 17 October 2014 is inoperative and unsustainable in law;

(vi) The respondent-company is directed to reinstate the petitioner-workman in service to his original post, or to an equivalent post carrying same pay scale, status and service

benefits, within a period of eight weeks from the date of this order;

(vii) The petitioner-workman shall be entitled to continuity of service for all purposes including seniority, increments and retiral benefits, subject to applicable rules;

(viii) The petitioner-workman shall be entitled to back wages in the following manner:

(a) Full back wages from the date of termination till commencement of grocery business in the year 2016;

(b) Fifty percent back wages from the year 2016 till closure of the grocery business during Covid period;

(c) Full back wages from the date of closure of the grocery business till actual reinstatement.

(ix) While computing back wages, the respondent-company shall be entitled to adjustment of any amount already paid under the impugned Award or any proven interim earnings received by the petitioner-workman for the relevant period;

(x) Arrears payable under this order shall be computed and paid within a period of twelve weeks from the date of reinstatement;

(xi) Rule is made absolute in the aforesaid terms. There shall be no order as to costs.

(AMIT BORKAR, J.)