IN THE HIGH COURT OF JHARKHAND AT RANCHI

I.A. No. 3013 of 2023

In

L.P.A. No. 631 of 2022

.....

Uttar Bihar Gramin Bank, (eight Regional Rural Banks amalgamated to one Regional Rural banks including Mithila Keshetriy Gramin Bank), through its Senior Manager (Law), Kuldip Prasad Yadav ..... Appellant

Versus

Ramu Mochi ..... Respondent

CORAM: HON'BLE MR. JUSTICE RONGON MUKHOPADHYAY
HON'BLE MR. JUSTICE DEEPAK ROSHAN

For the Appellant : Ms. Amrita Sinha, Advocate
For the Respondent : Mr. Saibal Kr. Laik, Advocate

C.A.V ON 20.02.2024 **PRONOUNCED ON.10.4.2024**

Per Deepak Roshan J. **I.A. No. 3013 of 2023**

Heard Ms. Amrita Sinha, learned counsel for the appellant and Mr. Saibal Kr. Laik, learned counsel appearing for the respondent.

2. This interlocutory application has been preferred by the appellant for condoning a delay of 25 days in filing the appeal.

3. Having been satisfied with the reasons assigned in the instant application, the same is allowed and the delay of 25 days in filing the appeal is hereby condoned.

4. I.A. No.3013 of 2023 stands disposed of.

L.P.A. No. 631 of 2022

5. The instant letters patent appeal has been preferred challenging the order dated 18.10.2022 passed in W.P.(L) No. 2679 of 2017; whereby the learned writ court has dismissed the application preferred by the

appellant-bank challenging the Award dated 30.03.1999; whereby the reference was decided in favour of the respondent-workman and the learned tribunal has directed the management of the Bank to reinstate the respondent-workman within 60 days from the date of publication of the award without paying any back wages.

6. The fact of this case has a chequered history. The case of the appellant-Bank is that for the purpose of cleaning, storage of water, etc. the appellant bank uses to keep some part time workers on a fixed remuneration. The respondent-workman was one such person who worked for a period of 04.09.1981 to 05.01.1983, on a causal basis and from 05.01.1983, out of his own will, stopped coming to job.

The case of the respondent-writ petitioner is that, he was terminated from service. Later on, when he was not reinstated, he filed an application dated 02.02.1994 before the Ministry of Labour, Government of India raising the dispute before the said authority with regard to his illegal termination of service by the appellant Bank.

The matter was taken up in conciliation on 17.06.1994, however the aforesaid conciliation failed and accordingly, a reference was made by the Secretary, Government of India, Ministry of Labour, New Delhi vide aforesaid letter dated 30.06.1994.

7. The stand of the appellant Bank is that for the first time the said dispute with regard to alleged illegal termination of service of the respondent was raised before the Ministry of Labour, Government of India; whereas the stand of Respondent workman is that he has duly filed several representations before the Management for his

reinstatement but the same were never disposed of by the Management of the appellant Bank.

8. The Central Government vides an order being order no. L-12012/183/94-I.R. (B-1) dated 05.10.1995 referred the said case to the Central Government Industrial Tribunal. Accordingly, a reference case was instituted being reference case no.137 of 1995 and the Management filed its written statement cum rejoinder on 30.05.1996. In reply to the aforesaid written statement cum rejoinder, the respondent filed its rejoinder. The documents were exhibited on behalf of both the sides and the Management has exhibited the letter of engagement of the workman along with the payment of vouchers showing the days of work of the respondent being less than 240 days.

The Learned Industrial Tribunal, Dhanbad after appreciating the facts held that the Management of the Bank is directed to reinstate Sri Ramu Mochi (Respondent) within 60 days from the date of publication of the award in the official Gazette without paying any back wages.

9. Being aggrieved, the appellant bank moved before the writ jurisdiction of Patna High Court by filing application being C.W.J.C no. 5485 of 1999. The said writ petition was taken up on 24.03.2000 wherein the Patna High Court after hearing the parties held that during the pendency of this case, respondent no. 3 shall be reinstated by the Management but will be paid only the wages payable in terms of section 17 B of the Industrial Disputes Act, subject to the result of the case.

In compliance to the aforesaid order, the appellant bank duly re-instated Respondent and was

accordingly being paid in terms of the aforesaid order.

10. After creation of state of Jharkhand, the aforesaid writ petition was transferred from Patna High Court to Jharkhand High Court. As per the appellant they had no knowledge, whatsoever, regarding transfer of the case of the appellant from Patna High Court to Jharkhand High Court, Ranchi and upon enquiry, the appellant came to know the matter has been transferred to this Court, and also came to know that the aforesaid writ petition has been dismissed for default on 19.02.2009 for non-prosecution. Pursuant thereto; the appellant-bank filed a restoration petition before this Court being C.M.P No.127 of 2012 for restoration of the aforesaid writ petition being C.W.J.C no. 5485 of 1999. The said C.M.P no.127 of 2012 was listed on 31.10.2014; however, since the counsel for the appellant did not appear, the C.M.P No.127 of 2012 was also dismissed for default on 31.10.2014.

Upon being informed of the aforesaid fact, the appellant through different counsel filed second restoration petition being C.M.P. no. 117 of 2015 for restoration of C.M.P. no.127 of 2012 which was preferred for restoration of C.W.J.C no.5485 of 1999.

This Court vide its order dated 06.01.2017 dismissed the aforesaid C.M.P. no.117 of 2015 holding therein that no cogent and convincing reason has been given as to why nobody appeared on 31.10.2014 in C.M.P. no.127 of 2012 and therefore there is no ground to recall the order dated 31.10.2014 vide which C.M.P. no.127 of 2012 was dismissed for default.

Since the earlier writ petition filed by the appellant was dismissed for default and the issue

involved in the case was not decided by this Court, the appellant filed the second writ petition being W.P. (L) No.2679 of 2017.

The said writ petition being W.P.(L) No. 2679 of 2017 was finally heard on 18.10.2022, and the writ Court dismissed the writ petition holding therein that there is unexplained delay and latches in pursuing the proceedings before this Court and without entering into the merits of the case dismissed the writ petitioner filed by the appellant-bank, which is impugned herein. For brevity, relevant paragraphs are being extracted herein below:

> ***"10.*** *Heard learned counsel for the parties. It is trite that second writ petition is maintainable if the cause of action survives or the matter has not been decided on merits, but in the present case there is a delay and laches on the part of the petitioner/ management. Even this Court vide its order dated 06.01.2017, passed in C.M.P No.117 of 2015, has observed that no cogent and convincing reason has been provided by the Bank and as such restoration has been denied. It is a case where the reference has been answered in favour of the workman in the year 1999 after evaluating the materials brought on record.*
> *11. Considering the fact that there is unexplained delay and there is laches also in pursuing the proceedings before this Court, I am not inclined to entertain the present writ petition. Accordingly, the same is, hereby, dismissed."*

11. Ms. Amrita Sinha, learned counsel appearing for the appellant-Bank has made following submissions: -

(i) The case of the respondent workman is that he was stopped from his service w.e.f. 05.01.1983, whereas the dispute/application before the Ministry of Labour, Government of India was made on 02.02.1994. Thus, the dispute was raised after the delay of 11 years from the cause of action, if any. The reasons for such huge delay of 11 years as stated by the workman in its application is that he was continuously pursuing the management, and the management was assuring for keeping him back in the job; however, no evidence, whatsoever, has been

produced by the Respondent workman in support of said averments.

Though, the Respondent workman is relying on certain letters/representations sent by him; however, aforesaid letters/representations were received after failure of the conciliation on 17.06.1994. Thus, admittedly; the Respondent workman did not approach any Judicial, Quasi-Judicial authority challenging the said termination for a period of 11 years from the date of alleged termination.

In this regard, learned counsel relied upon the judgment of the Hon'ble Apex Court in the case of ***Prabhakar Vs. Joint Director, Sericulture Department and others***, reported in ***(2015) 15 SCC 1*** and submits that the Hon'ble Apex Court has clarified the word "at any time" occurring in Section 10 of the Industries Dispute Act, and held that though these words, prima facia, incident that there is no time-limit for making the reference, but the real test is the existence of a dispute on the date of reference for adjudication.

Learned counsel contended that the *"Doctrine of Latches"* is in fact an application of maxim of equity "delay defeats equities".

On this issue, she lastly submits that in spite of specifically raising the issue of delay and latches; the tribunal is silent on this and has not decided the same.

(ii) The next limb of argument of Ms Sinha is that this Reference is not maintainable u/s 10(1)(d) of the Industrial Dispute Act.

She contended that the learned tribunal has tried to fit the case of Respondent workman under Third Schedule, Point 10 i.e. Retrenchment of workman and

closure of establishment; though the case of the appellant Bank since beginning is that workman was never terminated; in fact, he himself left the job and remained absent from Bank without informing since 05.11.1983 for almost 11 years.

She further contended that it is not an Industrial Dispute but at best it can be a dispute of individual nature and as per proviso to section 10(1)(d) of Industrial Dispute Act, which clearly stipulates that where the dispute relates to any matter specified in the Third Schedule and is not likely to affect more than one hundred workman, the appropriated government may, if it is so thinks fit, make the reference to a labour Court under Clause (c).

Admittedly, the present dispute is of Individual nature and does not affect more than one hundred workmen. Thus, the matter should have been referred to Labour court for adjudication and the Industrial Tribunal has no jurisdiction over the matter and on this ground alone, the entire reference can be set aside.

Further, since the respondent workman does not fall within the definition of workman as defined u/s 2(s) of the Industrial Dispute Act, as he has not performed duties continuously for more than 240 days in a calendar year as is evident from Ext M-1 series being no. of vouchers showing payment to the concerned workman; accordingly, the case of the Respondent workman does not amount to Retrenchment and hence reference u/s 25F is bad in law.

(iii) The finding given by the tribunal in the Award is perverse. The Respondent workman was appointed as a casual worker and not a permanent employee as held by

the Ld. Tribunal. The Ld. Tribunal while observing that the MW-1 in his cross examination has stated that the nature of the duties performed by him was continuous and permanent; whereas MW-1 in his examination-in-chief and in cross examination has categorically stated that petitioner was appointed as a casual worker. This finding of the Tribunal is perverse.

Further, the Tribunal at Para 23 has observed that the concerned workman was stopped from his duty w.e.f. January' 1983; though the specific case of Bank was that the Workman *suo-motu* left the job and remained absent from bank without information. This finding is also perverse. Further, it is an admitted fact as evident from Ext M-1 Series–i.e. number of vouchers showing payment to the concerned workman which clearly indicates that Respondent workman in no calendar year has worked for 240 days and for being entitled for claiming benefit u/s 25 F of Industrial dispute Act, 1947 the condition precedent is continuous service of 240 days in a calendar year.

The Tribunal has although not denied the fact that Respondent workman has not worked for a continuous period of 240 days in a calendar year, however, he further went to hold that "*a careful perusal of those vouchers which show the number of days for which payment was being made and an arithmetical calculation will show that in fact the concerned workman performed duties continuously for more than 100 days as stated in the Written statement of the management in a calendar year in a job of continuous and permanent nature. That being the position the action of the management in stopping the concerned workman from his work must be*

termed as termination. And in that view of the matter the concerned workman is quite justified in claiming the benefit of sec 25F of the Industrial Dispute Act."

(iv) Learned counsel lastly submits that reinstatement is not a matter of right in case of casual/daily wagers. In this regard, she relied upon the judgment rendered by the Hon'ble Supreme Court in the case of ***BSNL vs. Man Singh***, *reported in* ***(2012) 1 SCC 558*** and in the case of ***BSNL vs. Bhurumal***, reported in ***(2014) 7 SCC 177.***

12. Learned counsel for the respondent-workman submits that the workman has wrongly been terminated for which the Industrial Dispute has been raised. The reason for delay is that the workman was getting regular assurance from the appellant-bank and the learned tribunal has not committed any error, whatsoever, in reinstating the workman.

He further submits that as a matter of fact the learned tribunal would have also given consequential benefits, inasmuch as, the termination of the workman was illegal and without his fault.

Learned counsel contends that as per the evidence adduced by the management even if it is admitted that he was under unauthorized absence but absence from duty amounts to misconduct but the concerned workman was not served with any charge-sheet before he was stopped from working.

13. In support of his contention Mr. Laik, counsel for the workman relied upon the following judgments:

(i) ***Devinder Singh Vs. Municipal Council, Sanaur***, *reported in* ***(2011) 6 SCC 584****;*

(ii) ***Raghubir Singh, Vs. General Manager, Haryana Roadways, Hissar.***

14. Having heard learned counsel for the parties and after going through the documents available on record, at the outset we would like to deliberate on the issue of maintainability. We are of the considered opinion that "Reference" on the grounds of delay ought to have been challenged before the final Award. The maintainability was never challenged and for the first time the same has been raised before us.

The Industrial Tribunal is a creation of statute and gets its jurisdiction on the basis of Reference and cannot examine the validity of Reference. As stated herein above, the Reference was never challenged prior to Final Award and the Management participated in the proceedings.

In this regard, reference may be made to the judgment rendered in the case of ***National Engineering Industries Limited v. State of Rajasthan & Others*** reported in ***(2000) 1 SCC 371***; wherein the Hon'ble Apex Court in paras – 24 & 27 has held as under:-

> ***"24.*** *It will be thus seen that the High Court has jurisdiction to entertain a writ petition when there is an allegation that there is no industrial dispute and none apprehended which could be the subject-matter of reference for adjudication to the Industrial Tribunal under Section 10 of the Act. Here it is a question of jurisdiction of the Industrial Tribunal, which could be examined by the High Court in its writ jurisdiction. It is the existence of the Industrial Tribunal (sic dispute) which would clothe the appropriate Government with power to make the reference and the Industrial Tribunal to adjudicate it. If there is no industrial dispute in existence or apprehended the appropriate Government lacks power to make any reference. A settlement of dispute between the parties themselves is to be preferred, where it could be arrived at, to industrial adjudication, as the settlement is likely to lead to more lasting peace than an award. Settlement is arrived at by the free will of the parties and is a pointer to there being goodwill between them. When there is a dispute that the settlement is not bona fide in nature or that it has been arrived at on account of fraud, misrepresentation or concealment of facts or even corruption and other inducements it could be the subject-matter of yet another industrial dispute which an appropriate Government may refer for adjudication after examining the allegations as there is an underlying assumption that the settlement reached with the help of the Conciliation Officer must be fair and reasonable. A settlement which is sought to be impugned has to be scanned and scrutinised. Sub-sections (1) and (3) of Section 18 divide settlements into two categories, namely, (1) those arrived at outside the conciliation proceedings, and*

(2) those arrived at in the course of conciliation proceedings. A settlement which belongs to the first category has a limited application in that it merely binds the parties to the agreement but the settlement belonging to the second category has an extended application since it is binding on all the parties to the industrial disputes, to all others who were summoned to appear in the conciliation proceedings and to all persons employed in the establishment or part of the establishment, as the case may be, to which the dispute related on the date of the dispute and to all others who joined the establishment thereafter. A settlement arrived at in the course of conciliation proceedings with a recognised majority union will be binding on all workmen of the establishment, even those who belong to the minority union which had objected to the same. The recognised union having the majority of members is expected to protect the legitimate interest of the labour and enter into a settlement in the best interest of the labour. This is with the object to uphold the sanctity of settlement reached with the active assistance of the Conciliation Officer and to discourage an individual employee or a minority union from scuttling the settlement. When a settlement is arrived at during the conciliation proceedings it is binding on the members of the Workers' Union as laid down by Section 18(3)(d) of the Act. It would ipso facto bind all the existing workmen who are all parties to the industrial dispute and who may not be members of unions that are signatories to such settlement under Section 12(3) of the Act. The Act is based on the principle of collective bargaining for resolving industrial disputes and for maintaining industrial peace. "This principle of industrial democracy is the bedrock of the Act," as pointed out in the case of P. Virudhachalam v. Lotus Mills [(1998) 1 SCC 650 : 1998 SCC (L&S) 342] . In all these negotiations based on collective bargaining the individual workman necessarily recedes to the background. Settlements will encompass all the disputes existing at the time of the settlement except those specifically left out.

***27.** The Industrial Tribunal is the creation of a statute and it gets jurisdiction on the basis of reference. It cannot go into the question on validity of the reference. The question before the High Court was one of jurisdiction which it failed to consider. A tripartite settlement has been arrived at among the Management, the Labour Union and the Staff Union. When such a settlement is arrived at it is a package deal. In such a deal some demands may be left out. It is not that demands, which are left out, should be specifically mentioned in the settlement. It is not the contention of the Workers' Union that the tripartite settlement is in any way mala fide. It has been contended by the Workers' Union that the settlement was not arrived at during the conciliation proceedings under Section 12 of the Act and as such was not binding on the members of the Workers' Union. This contention is without any basis as the recitals to the tripartite settlement clearly show that the settlement was arrived at during the conciliation proceedings."*

15. Further, this objection of the appellant Bank is also not valid in view of the fact that the Central Government has notified the Central Government Industrial Tribunals at Dhanbad as Lower Courts also and therefore the Central Government Industrial Tribunal-cum-Labour Courts have dual charge and there is no distinction as the same authority has to adjudicate the dispute irrespective of whether it is decided by the

Industrial Tribunal or the Labour Court under Schedule II and III respectively of the Industrial Disputes Act.

We would like to clarify that the decision to refer dispute under Section 10 of Industrial Disputes Act is an administrative function and the question of delay can also be examined by the learned Industrial Tribunal which is empowered to mould the relief accordingly.

Reference in this regard may be made to the judgment rendered in the case of ***Telco Convoy Drivers Mazdoor Sangh and Arn. Versus State of Bihar*** reported in (1989) 3 SCC 271; wherein the Hon'ble Apex Court in paragraphs 11 to 13 has held as under:

"11. *It is true that in considering the question of making a reference under Section 10(1), the Government is entitled to form an opinion as to whether an industrial dispute "exists or is apprehended", as urged by Mr Shanti Bhushan. The formation of opinion as to whether an industrial dispute "exists or is apprehended" is not the same thing as to adjudicate the dispute itself on its merits. In the instant case, as already stated, the dispute is as to whether the convoy drivers are employees or workmen of TELCO, that is to say, whether there is relationship of employer and employees between TELCO and the convoy drivers. In considering the question whether a reference should be made or not, the Deputy Labour Commissioner and/or the Government have held that the convoy drivers are not workmen and, accordingly, no reference can be made. Thus, the dispute has been decided by the Government which is, undoubtedly, not permissible.*

12. *It is, however, submitted on behalf of TELCO that unless there is relationship of employer and employees or, in other words, unless those who are raising the disputes are workmen, there cannot be any existence of industrial dispute within the meaning of the term as defined in Section 2 (k) of the Act. It is urged that in order to form an opinion as to whether an industrial dispute exists or is apprehended, one of the factors that has to be considered by the Government is whether the persons who are raising the disputes are workmen or not within the meaning of the definition as contained in Section 2(k) of the Act.*

13. *Attractive though the contention is, we regret, we are unable to accept the same. It is now well settled that, while exercising power under Section 10(1) of the Act, the function of the appropriate Government is an administrative function and not a judicial or quasi-judicial function, and that in performing this administrative function the Government cannot delve into the merits of the dispute and take upon itself the determination of the lis, which would certainly be in excess of the power conferred on it by Section 10 of the Act. See Ram Avtar Sharma v. State of Haryana [(1985) 3 SCC 189 : 1958 SCC (L&S) 623 : (1985) 3 SCR 686] ; M.P. Irrigation Karamchari Sangh v. State of M.P. [(1985) 2 SCC 103 : 1985 SCC (L&S) 409 : (1985) 2 SCR 1019] ; Shambhu Nath Goyal v. Bank of Baroda, Jullundur [(1978) 2 SCC 353 : 1978 SCC (L&S) 357 : (1978) 2 SCR 793]."*

16. The claim of the appellant Bank that the respondent-workman has left the job without any

information and since the job was so important that they have to employee another person.

In this regard, even admitting the stand of the Bank, admittedly; the employer Bank did not take any action against alleged unauthorized absence and did not send any notice or initiate any disciplinary action if the respondent-writ petitioner remained absent unauthorizedly. The Employer is duty bound to follow principle of natural justice before dispensing with the service of any employee even though temporary or casual. No process of law was followed and no disciplinary action was taken against the respondent workman. The Employer also admittedly did not settle the full and final account of the employee.

17. Now coming to the order of the learned single judge; it is true that the writ court has not decided the case on merit; rather dismissed the writ application on the ground of latches and the reasons has been well elaborated in the impugned order. However, it is desirable that we should give our opinion on the merits of the case.

It appears from record that the concerned workman was appointed in the Branch of the Bank in September 1981 which is an admitted fact. It is also a fact that the concerned workman was allowed to work till January, 1983. The case of the management is that he voluntarily surrenders from his work while the case of the workman is that he was stopped from working by the Bank.

It further transpires that the workman in addition to his duties of supply of water and sweeping use to visit post-office etc., thus the nature of duties

performed by him was continuous and permanent. It further transpires from record, as stated herein above, that the workman never faced any proceeding for misconduct and unauthorized absence and the evidence suggest that the workman was not served with any charge-sheet before he was stopped from working. The law is very clear that unauthorized absence from duty amounts to misconduct.

The learned tribunal has taken this aspect in para 24 of its judgment. It further transpires that the attendance register has not been exhibited by the Management, however they tried to get exhibited few vouchers which shows that he was working for more than 100 days. The deposition of M.W.1 (Branch Manager) clearly indicates that the work of the workman was perianal in nature and non-availability of attendance register goes in favour of the workman by the learned tribunal which is a question of fact and cannot be re-appreciated by us.

18. So far as question of delay is concerned the Hon'ble Apex Court in the case of ***Raghubir Singh Versus General Manager, Haryana Roadways, Hissar*** reported in ***(2014)10 SCC 301*** at para 15 has held as under:-

> *"15. In the case on hand, no doubt there is a delay in raising the dispute by the appellant; the Labour Court nevertheless has the power to mould the relief accordingly. At the time of adjudication, if the dispute referred to the Labour Court is not adjudicated by it, it does not mean that the dispute ceases to exist. The appropriate Government in exercise of its statutory power under Section 10(1)(c) of the Act can refer the industrial dispute, between the parties, at any time, to either the jurisdictional Labour Court/Industrial Tribunal as interpreted by this Court in Avon Services case referred to supra. Therefore, the State Government has rightly exercised its power under Section 10(1)(c) of the Act and referred the points of dispute to the Labour Court as the same are in accordance with the law laid down by this Court in Avon Services and Sapan Kumar Pandit cases referred to supra."*

19. So far as question of retrenchment is concerned; the same has been dealt with by the Hon'ble Apex Court in the case of ***Devinder Singh*** *(supra)* at para 10 and 11. The same is extracted hereunder:-

> ***"10.*** *The definition of the term "retrenchment" is quite comprehensive. It covers every type of termination of the service of a workman by the employer for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action. The cases of voluntary retirement of the workman, retirement on reaching the age of superannuation, termination of service as a result of non-renewal of the contract of employment or of such contract being terminated under a stipulation contained therein or termination of the service of a workman on the ground of continued ill health also do not fall within the ambit of retrenchment. Bench of this Court*
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> ***11.*** *In SBI v. N. Sundara Money a three-Judge analysed Section 2(00) and held: (SCC pp. 826-27, para 9)*
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> *"9. ...'Termination ... for any reason whatsoever' are the key words. Whatever the reason, every termination spells retrenchment. So the sole question is, has the employee's service been terminated? Verbal apparel apart, the substance is decisive. A termination takes place where a term expires either by the active step of the master or the running out of the stipulated term. To protect the weak against the strong this policy of comprehensive definition has been effectuated. Termination embraces not merely the act of termination by the employer, but the fact of termination howsoever produced. May be, the present may be a hard case, but we can visualize abuses by employers, by suitable verbal devices, circumventing the armour of section 25-F and Section 2(oo). Without speculating on possibilities, we may agree that 'retrenchment' is no longer terra incognita but area covered by an expansive definition. It means 'to end, conclude, cease'."*

20. Further in the case of ***L Robert D'Souza Versus Executive Engineer, Southern Railway and Another*** reported in ***1982 (1) SCC 645*** it has been held by Hon'ble the Apex Court that even a daily rated worker would be entitled to protection of Section 25 F of the ID Act if he had continuously work for a period of one year or more.

21. In the case at hand, the learned tribunal has given a clear finding that the voucher exhibited by the Management Witness goes to show that the concerned workman was working for more than a year. Further as per the deposition of Management Witness his work was perennial in nature.

22. After going through the award and the deposition of the management witness, we hold that even on merits, the appellant Bank is having no case.

As stated hereinabove, the ground of delay and latches raised by the appellant-Bank cannot be appreciated in view of the discussions made hereinabove and also the fact that they themselves committed delay and latches, inasmuch as, the appellant Bank filed a fresh writ application in the year 2011 against the award of 1999. The delay and latches committed by the appellant Bank has been dealt with in detail in the impugned order.

23. In view of the aforesaid discussion, the instant appeal stands dismissed. However, there is no order as to cost.

(Rongon Mukhopadhyay, J.)

(Deepak Roshan, J.)

Amardeep/-AFR-