The Indian Law Reports

CIVIL MISCELLANEOUS

Before Ranjit Singh Sarkaria, J.

BACHITTAR SINGH,—*Petitioner.*

versus

CENTRAL LABOUR COURT AND ANOTHER,—*Respondents.*

Civil Writ No. 1484 of 1967

September 2, 1968.

Industrial Disputes Act (XIV of 1947)—S. 33-C(2)—Workman's claim for benefit under—Such claim—Whether can be made by a ***retrenched or*** *discharged workman—Sastry Award—Paragraph 119—Whether applicable to temporary employees.*

Held, that section 33-C(2) of Industrial Disputes Act, does not in terms, say that only a workman is entitled to make an application under that provision. In order to sustain a claim under Section 33 C(2), all that needs to be enquired into is, whether at the time to which the benefit claimed relates, the applicant was a workman and the respondent his employer. The use of the word 'due' in Section 33 C(2) of the Act lends further support to this interpretation. The mere fact that some time after the benefit had fallen due, the services of the workman were terminated, will not put an end to what is 'due'. Any other view will not only render Section 33 C(2) completely otiose and lead to results which are the very antithesis of these beneficent provisions, but will also tantamount to recognising a power vesting in the employer to veto the statutory right of a workman to seek redress from the Labour Court, by the easy and swift device of terminating his employment before he knocks at the door of the Court. Such a construction would offend against the basic canon of jurisprudence that a man shall not take advantage of his own wrong to gain the favourable interpretation of the law: *frustra legis quxilium quoerit qui in legem.* The context and the scheme of the Act generally, particularly the setting and the language of Section 33C(2), show that it was not the intention of the legislature to restrict the scope of this wholesome provision to workmen, who are in actual employment at the date of the application, but also to extend it to retrenched and discharged workmen who are no longer working under the employer.

(Paras 16 and 18)

Held, that there is nothing in paragraph 119 of the Sastry Award or any other provision of the Award to indicate that the pay-scales fixed in paragraph 119 will apply to temporary employees, also. Wherever the Industrial Tribunal thought a particular provision should apply to a temporary employee or a part-time employee, they have said so in clear terms. The mere fact that temporary employees have been also described as a separate class in para 508, does not lead to the conclusion that all the provisions of the Sastry Award apply to all the 4 categories of employees mentioned in that paragraph. (Para 29)

Petition under Articles 226 and 227 of the Constitution of India praying that a writ in the nature of certiorari, mandamus *or any other appropriate writ, order or direction be issued quashing the order of respondent No. 1 dated 1st April,* 1967.

MRS. SHEELA DIDI, ADVOCATE, for the Petitioner.

H. L. ANAND WITH R. SACHAR, ADVOCATES, *for* respondent No. 2.

JUDGMENT

SARKARIA, J.—This is a writ petition under Articles 226 and 227 of the Constitution of India for the issuance of a writ of *certiorari*, quashing the order, dated 1st April, 1967, of Respondent 1 (Central Labour Court, Jullundur).

(2) The petitioner was employed as a money-tester on 3rd February, 1955, in the Amritsar Branch of Respondent 2 (State Bank of India, Amritsar) (hereinafter referred to as 'the Bank'). He worked as money-tester (as a temporary employee) for the following broken periods, and was paid by the Bank at the rate of Rs. 75 per month:—

(1) From 3rd February, 1955 to 31st March, 1955 ... 57 days.

(2) From 2nd May, 1955 to 30th June, 1955 ... 60 days.

(3) From 1st August, 1955 to 14th October, 1955 ... 75 days.

(4) From 25th May, 1956 to 31st October, 1956 ... 160 days.

(5) From 26th November, 1956 to 28th February, 1957 ... 101 days.

(3) It is alleged by the petitioner that in the matter of pay-scales and other conditions of service, the Bank employees are governed by the Sastry Award as modified by the Labour Appellate

Tribunal. Although in the letter of appointment issued to the petitioner, it was provided that he would be entitled to total emoluments of Rs. 75 per month only, yet he was entitled to draw wages in accordance with the Sastry Award. The petitioner moved an application before Respondent 1 under section 33-C(2) of the Industrial Disputes Act, 1947 (hereinafter referred to as 'the Act') claiming his pay for the said period in accordance with the Sastry Award. Respondent 1 (Central Labour Court, Jullundur), by an order, dated 1st of April, 1967, rejected the claim of the petitioner. That order (copy of which is Annexure 'A') of the Central Labour Court is being impugned as illegal and without jurisdiction on the following grounds:—

(1) Respondent 1 has committed an error apparent on the face of the record in holding that the Sastry Award does not govern temporary employees in the matter of pay-scales.

(2) The grades and scales prescribed by Sastry Award are applicable to all categories of employees and the finding of the Labour Court to the contrary is perverse and basically erroneous.

(3) The Central Labour Court (Respondent 1) has wrongly considered the question of delay in making the application under section 33-C of the Act. No such claim can be rejected on the ground of delay.

(4) The impugned order is contrary to the provisions of paragraph 522(4) of the Sastry Award.

(4) After the arguments had been partly heard, the petitioner made an application under Order 6, Rule 17, read with section 151, Civil Procedure Code, seeking amendment of the petition so as to add the following ground of attack:—

"4-A. That a number of money-testers who served the respondent's Bank for a specified period under Service Agreements at Rs. 75 per mensem total emoluments, in the same way as the petitioner, were given in Fabruary, 1959, arrears of pay in accordance with the pay-scale prescribed by the

Sastry Award. The denial of the same benefit to the petitioner has resulted in discrimination. Their particulars are given below:—

(1) Ram Singh, who is now appointed as clerk at Gurdaspur Branch.

(2) Santokh Singh Thiana.

(3) Suba Singh (Treasurer) now Godownkeeper in Jullundur.

(4) Gurcharan Singh, Cash colleague, now Cashier in Amritsar Cantt.

(5) Sudarshan Kumar Menon, Cashier in Amritsar City Branch.

(6) Sudarshan Kumar Sharma.

(7) Parmod Kumar, Cashier, Godownkeeper, Jandiala."

(5) This amendment has been opposed by Respondent 2 on the ground that, if allowed, it will introduce a wholly different cause of action, which would not be relevant for the consideration of the question as to the validity of the order of the Labour Court. It is further stated that the amendment is sought at a very late stage. The particulars of the persons referred to in the application have not been given, so that the truth or otherwise of the allegation cannot be verified. By a separate order of this date, I have disallowed this application for amendment.

(6) Respondent 2, in its return, has raised these preliminary objections:—

(1) The application (L.C.A. No. 10 of 1966) made by the petitioner to the Labour Court, which led to the making of the impugned order, was manifestly incompetent in so far as the petitioner was not a 'workman' during the material time in terms of section 33-C(2) of the Act. That application was thus liable to be dismissed without giving any finding on the merits of the controversy.

(2) The said application made to the Labour Court was much too belated and was liable to be dismissed on that score alone.

(7) On merits, Respondent 2 admitted that the petitioner worked as a temporary money-tester between February 3, 1955, and February 28, 1957, for different durations after varying intervals. It was emphatically denied that the conditions of service of the Bank employees, including the pay-scales, were regulated by the Sastry Award, as modified. It was added that the said award did not regulate certain conditions, such as the salary payable to temporary employees like the petitioner. In such matters, the temporary employees were governed by the contract of employment. It was asserted that the impugned order was perfectly valid.

(8) The application out of which this petition has arisen, was made under section 33-C(2) of the Act, the material part of which reads as follows:—

> "33-C. (1) * * * * *
>
> (2) Where any workman is entitled to receive from the employer any money or any benefit which is capable of being computed in terms of money and if any question arises as to the amount of money *due* or as to the amount at which such benefit should be computed, then the question may, subject to any rules that may be made under this Act, be decided by such Labour Court as may be specified in this behalf by the appropriate Government."

(9) The contention of the learned counsel for the respondent is, that the applicant was not a 'workman' within the contemplation of this clause. Well then, who is a 'workman' within the meaning of this clause ? Section 2(s) of the Act defines a 'workman' as follows :—

> " 'workman' means any person (including an apprentice) employed in any industry to do any skilled or unskilled manual, supervisory, technical or clerical work for hire or reward, whether the terms of employment be expressed 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 ....".

Section 2(k) of the Act says that 'industrial dispute' means any dispute or difference between employers and employers or between employers and workmen, or between workmen and workmen, which is connected with the employment or non-employment or the terms of employment or with the conditions of labour, or any person.

(10) Counsel for the respondent contends that in this case, there was no 'industrial dispute' as defined in clause 2(k), and that the extended definition of 'workman' would include an ex-employee, *only in relation to* an industrial dispute. For other proceedings under the Act, including one under section 33-C, the term 'workman' does not include an ex-workman, whose services were terminated in terms of his contract of employment. In support of his contention, the learned counsel has referred to a dictum of Mitter J., in *J. Chowdhury* v. *M. C. Banerjee and another* (1).

(11) On the other hand, Mrs. Sheela Didi, the learned counsel for the petitioner contends that the definition of 'workman' in section 2(s) of the Act was amended by Act No. 36 of 1956 with effect from 29th August, 1956, so as to include within its scope dismissed, discharged or retrenched workmen also for the purpose of proceedings under this Act. It is argued that the definition of 'workman' given in section 2(s), as is indicated in the statute itself, do not apply in cases where there is anything repugnant in subject or context. To the peculiar circumstances of the case, it is maintained, the restricted definition given in section 2(s) will not apply. A liberal interpretation has to be put on the word 'Workmen' so that the benefit of section 33-C(2) is available to ex-workmen, who have been discharged or retrenched. Counsel has placed reliance in support of her arguments on two rulings of the Madras High Court, reported as *Manicka Mudaliar* v. *Labour Court, Madras, and another* (2) and *Tiruchi-Srirangam Transport Company (Private) Ltd.* v. *Labour Court, Madurai, and another* (3).

(12) In *Manicka Mudaliar's case*, the claim was for arrears of salary and one month's salary in lieu of notice. The contention on

(1) 1950-51 F.J.R. (II) 218=55 CWN 256.
(2) 1961 (1) LLJ 592.
(3) 1961 (1) LLJ 729.

behalf of the management was that at the time when the application was made, the respondent was no longer in the service of the employer and, therefore, according to the definition, he would not be a 'workman', and not being a workman, he would not be entitled to apply to the Labour Court. This argument was not accepted. Rajamannar, C.J., speaking for the Division Bench, observed:—

> "In the first place it must be pointed out that there is nothing in section 33-C(2) of the Act, which says that only a 'workman' can apply under that provision. All that it says is that where a workman is entitled to receive from the employer any benefit, the amount of such benefit may be determined by the Labour Court. The fallacy in the argument on behalf of the appellant is that section 33-C(2) expressly provides that only a 'workman' on the date of the application can make the application. On the other hand, the use of the passive in that provision contemplates that the application may be made by a person, who on the date of the application was not a 'workman' as defined by the Act, but was a workman during the period in respect of which he was entitled to any benefit.
>
> Mr. Thirumalai, learned counsel for the appellant, strongly relied upon the definition of 'workman' in section 2(s) of the Act, and, in particular, on the words "any person employed". He argued that it is not open to the Court to disregard that definition. No doubt, certain persons, who had been dismissed, or discharged, or retrenched in connection with, or as a consequence of a dispute or whose dismissal, discharge or retrenchment had led to that dispute, are specially included. Otherwise, a person who had ceased to be employed would not come within the definition. We entirely agree. The result is that section 33-C(2) of the Act would not apply to a case where the benefit claimed relates to a period when the claimant was not a workman, i.e., when the claimant was not employed. The present case is not such an instance. Here the claim relates to a period when the claimant was employed and must be deemed to habe been employed. The application was, therefore, quite competent."

(13) A similar view was taken by Ramachandra Ayyar, J., in *Tiruchi-Srirangam Transport Company's case* (3). It was pointed out in that case that in order to ascertain the class of people to whom the remedy under section 33-C(2) is provided, it is necessary first to ascertain the intention of the Legislature when it enacted that provision. Considering the history of the provisions, and the circumstances under which section 33 was put on the statute book, the word 'workman' would mean a workman who would be entitled to benefits conferred by or under the Act and should necessarily include a discharged worker as well. It was observed that the object of the Legislature is to provide for the adjudication of individual claims, not necessarily by persons who are still under the employment of the management, but by discharged persons as well. Therefore, to construe section 33-C(2) in the light of the definition contained in section 2(1) would be manifestly inconsistent with the mischief sought to be remedied and it must be held that the intention of the Legislature was that the former provision would apply to discharged workman as well.

(14) A contrary view has been taken by Mitter, J., of the Calcutta High Court in *J. Chowdhury's case* (1). In that case, the dispute concerned only the dismissed employee on one side and the employer on the other, and none of the other employees joined in the dispute as to the employee's dismissal. It was held that the dispute did not amount to an 'industrial dispute' which could be referred to an industrial tribunal, but was only an individual dispute. It was also laid down that the approach to a proper construction of the definition of 'industrial dispute' in section 2(k) of the Act should be founded not only on the language of the relevant section but also upon the scheme of the several other provisions of the Act. It was contended in that case that the second respondent was not a 'workman' within the meaning of the Act and that there was no dispute when the second respondent was dismissed. The individual dispute arose after the dismissal and after the second respondent had failed to get himself reinstated. This contention was accepted by Mitter, J., who held that in order to be a 'workman' as defined in the Act, one must either be in the employment or discharged during the pendency of an individual dispute.

(15) It may be noted that *J. Chowdhury's case* (1) was decided before the amendment of the definition of 'workman' by Act No. 36

of 1956. This amending Act considerably enlarged the definition of 'workman' and expressly included dismissed, discharged or retrenched persons in relation to an industrial dispute within its scope. Secondly, that was not a case where a discharged or dismissed workman had made an application to the Labour Court for adjudication of his claim under section 33-C(2) of the Act. That was a case under section 10 of the Act. The main question for determination before the High Court was, whether the dispute amounted to an 'industrial dispute' as defined in section 2(k) of the Act. In the present case, however, both these circumstances do not exist. The petitioner had made an application under section 33-C(2) of the Act to the Labour Court, claiming monetary benefits allegedly conferred by the Sastry Award on all categories of Bank employees, including temporary employees.

(16) Section 33-C(2) does not, in terms, say that only a workman is entitled to make an application under that provision. In order to sustain a claim under section 33-C(2), all that needs to be enquired into is, whether at the time to which the benefit claimed relates, the applicant was a workman and the respondent his employer. The use of the word 'due' in section 33-C(2) of the Act lends further support to this interpretation. The mere fact that some time after the benefit had fallen due the services of the workman were terminated, will not put an end to what is 'due'. Any other view will not only render section 33-C(2) completely otiose and lead to results which are the very antithesis of these beneficent provisions, but will also tantamount to recognising a power vesting in the employer to veto the statutory right of a workman to seek redress from the Labour Court, by the easy and swift device of terminating his employment before he knocks at the door of the Court. Such a construction would offend against the basic canon of jurisprudence that a man shall not take advantage of his own wrong to gain the favourable interpretation of the law: *frustra legis auxilium quoerit qui in legem* (See Broom's Legal Maxims, 10th Edition, page 191).

It must be remembered that the definition of 'workman' given in section 2(s) is subject to the opening part of section 2, which reads: —

> "In this Act, unless there is anything repugnant in the subject or context,—"

Chapter V-A of the Act makes provision for lay-off and retrenchment compensation. Section 25F, for instance, lays down conditions precedent to retrenchment of workmen. It says that no workman employed in any industry, who has been in continuous service for not less than one year, shall be retrenched until he has been given one month's notice or paid in lieu of such notice, wages for the period of the notice. Exception has been made where in the agreement of employment a date for the termination of service is specified. Clause (b) of section 25F also enjoins on the employer to pay fifteen days' average pay at the time of retrenchment, for every completed year of continuous service.

(17) Section 25FF makes a provision for payment of compensation to workmen in case of transfer of undertakings. Section 25FFF says that where an undertaking is closed down, every workman who has been in continuous service for not less than one year, shall be entitled to notice and compensation in accordance with the provisions of section 25F.

(18) Then follows Chapter VI which provides penalties for various offences concerning the workmen and employers. The next Chapter VII is captioned 'Miscellaneous'. Section 33C, with which we are concerned, finds place in this Chapter. Sub-section (1) of section 33-C expressly refers to the provisions of Chapter V-A, which, *inter alia,* makes provision for payment of compensation to retrenched workman, i.e., who are no longer in employment. Though sub-section (2) does not specifically refer to Chapter V-A, yet the words "where any workman is entitled to receive from the employer any money or any benefit which is capable of being computed in terms of money" make it absolutely clear that any claims to compensation admissible under sections 25F, 25FF and 25FFF of Chapter V-A by retrenched workmen, lie to the Labour Court under section 33-C(2). Thus, the context and the scheme of the Act generally, particularly the setting and the language of section 33-C(2), show that it was not the intention of the legislature to restrict the scope of this wholesome provision to workmen, who are in actual employment at the date of the application, but also to extend it to retrenched and discharged workmen who are no longer working under the employer. The word 'workman' in section 33-C(2) has to be construed in a liberal spirit in conformity with the scheme and object of this provision. I, therefore, think that the petitioner's application to the

Labour Court under section 33-C(2) of the Act could not be thrown out on the short ground that he was a discharged workman, and, therefore, incompetent to maintain that application.

(19) As regarding the question of delay, the petition may not be thrown out merely on that ground. But it will be one of the factors that will weigh with the Court in deciding whether or not this is a fit case for the exercise of special jurisdiction by this Court.

(20) The next question for determination is, whether in matters of pay-scales and other allied conditions of service, temporary employees, such as money-testers like the petitioner, are governed by the Sastry Award.

(21) Mrs. Sheela Didi has taken me through various paragraphs of the Sastry Award. She has laid particular emphasis on paragraphs 46, 122, 123, 304(8), 332, 508, and 522(4), and contended that the intention was to make its benefit available to all the 4 categories of employees mentioned in para 508 of the Award.

(22) On the other hand, Mr. H. L. Anand maintains that the operation of Sastry Award with regard to matters in question, is delimited to permanent employees only.

(23) The Labour Court has held that the temporary employees are not entitled to the benefit of pay-scales or grades prescribed by the Sastry Award, which is applicable to permanent employees only in such matters. It appears to me that this finding of the Court is correct. It is first proposed to notice briefly the provisions of the Sastry Award, specifically referred to by the learned counsel for the petitioner

(24) Para 46 shows that it was contended before the Industrial Tribunal that no classification of any kind (of the Banks) should be made. The price of Labour should be the same in all the Banks, because it is to be corelated primarily to the needs of the workmen; and particularly where a minimum subsistence level of wage is to be ascertained and fixed, any classification which would operate to lower the scale of emoluments below the minimum subsistence level should not be recognised.

(25) Paragraph 119, as modified by para 109 of the Labour Appellate Tribunal, prescribes pay-scales applicable to the clerical staff.

The material part of paragraph 122 reads:—

"It is desirable to make clear that the scales of pay and dearness allowance and special allowance which we are laying down in our award represent only the minimum to which a workman will be entitled..........."

Paragraph 123 says:—

"With reference to part-time employees such as sweepers, pass-book writers, etc., where they are engaged on a part-time basis and also certain employees, who intend to appear for certain examinations and desire to have a certificate that they have worked in a banking institution for some time, etc., we do not propose to lay down any definite scale. Obviously, they cannot expect payment at the full rates laid down by us. We, however, fix a minimum of one-third of the appropriate rate of pay and dearness allowance if such part-time persons work for not less than 7 hours per week..........."

(26) In paragraph 304, which is in Chapter XIV, captioned 'Working hours and overtime', the Industrial Tribunal has summed up the conclusions. Sub-para (8) particularly refers to the part-time employees, such as gardeners, sweepers, etc.

(27) Paragraph 332 only indicates the workmen to whom the award is applicable. It is to this effect:—

"To sum up, we are of opinion that the general test is what has been laid down by Justice Bind Basni Prasad in his award in the U.P. Conciliation Board and accepted by the Labour Appellate Tribunal. This test must be applied in relation to each particular disputed category of workmen in the light of the duties and responsibilities allotted to them in the offices where they work. It is not possible to lay down a general rule that merely supervisory work will automatically make a man cease to be a workman ..."

(28) Paragraph 508, which is a part of Chapter XXV captioned 'Method of recruitment, conditions of service, termination of employment, disciplinary action, etc.' classifies the employees as follows: —

(a) permanent employees ;

(b) probationers ;

(c) temporary employees; and

(d) part-time employees.

This para also prescribes the meanings of these expressions, such as 'permanent employee', 'temporary employee', etc. It says that 'temporary employee' means an employee who has been appointed for a limited period for work which is of an essentially temporary nature, or who is employed temporarily as an additional employee in connection with a temporary increase in work of a permanent nature.

Paragraph 512 reads as follows: —

"*Effect on confirmation or permanent appointment.*—We direct that on confirmation or permanent appointment an employee shall be entitled to all the privileges enjoyed by, and shall be subject to all the liabilities cast upon, the other permanent members of the staff and that he should further be entitled to have the period of his probation added to the years of his permanent service for the purpose of the grant to him of any gratuity. We make a similar recommendation in respect of pension also."

Paragraph 522 is in section IV (of Chapter XXV) captioned 'Procedure for termination of employment'. It reads: —

"We now proceed to the subject of termination of emloyment. We give the follwing directions: —

(1) * * * * *

(2) * * * * *

(3) * * * * *

(4) The services of any employee other than a permanent employee or probationer may be terminated, and he may leave service, after 14 days' notice. If such an employee leaves service without giving such notice

he shall be liable for a week's pay (including all allowances).

(5) * * * * *

(6) * * * * *"

(29) It may be noted that the petitioner's contention is, that according to the Sastry Award he is entitled to draw pay in the scale of Rs. 77—4—85—5—100—6—112—7—140—8—164—9—209 E. B. 9—245—10—255, and also the dearness allowance admissible therewith, but the respondent Bank paid him at Rs. 75 per month only. His further contention before the Labour Court was, that he was entitled to 14 days' notice or 14 days' wages in lieu of notice on each of the five occasions. So far as his claim with regard to the arrears of wages is concerned, it will depend on the question whether the pay-scales fixed in paragraph 119 of the Sastry Award, as modified by the Labour Appellate Tribunal, will apply to the petitioner—a temporary employee. There is nothing in paragraph 119 or any other provision, quoted above, of the Sastry Award to indicate that the pay-scales fixed in paragraph 119 will apply to temporary employees also. Wherever the Industrial Tribunal thought a particular provision should apply to a temporary employee or a part-time employee, they have said so in clear terms. The mere fact that temporary employees have been also described as a separate class in para 508, does not lead to the conclusion that all the provisions of the Sastry Award apply to all the 4 categories of employees mentioned in that paragraph. The necessity for this classification arose because the Industrial Tribunal never intended to extend uniformaly all the benefits proposed by them to all classes of employees. They duly took into account their widely diverse conditions of service. Wherever they wanted to give a specific benefit to any class of the employees, they made their intention clear by expressly applying that paragraph to that class. For instance, the provisions of the above-quoted paragraph 512 make it clear that only permanent employees would be entitled to the various privileges conferred by the award and the permanent employees shall further be entitled to have the period of probation added to the period of permanent service for the purpose of gratuity and pension.

(30) There is another important circumstance which lends support to the conclusion that in matters of pay-scales, wages, etc., paragraph 119 of Sastry Award is not applicable to temporary employees. That circumstance is, that it was canvassed before the

Industrial Tribunal of the Desai Award on behalf of the employees that the service conditions, pay, and allowances applicable to permanent workmen should also be made applicable to temporary employees, including daily-rated, probationers and part-time employees. This is clear from what is mentioned in paragraph 23.1 (4) of the Desai Award. This demand was, however, repelled,—*vide* paragraph 23—16 of the Desai Award. If the pay-scales fixed by the Sastry Award were applicable to temporary employees, there was no necessity for agitating that demand before the Industrial Tribunal of the Desai Award.

(31) Now, the service of the petitioner with the respondent Bank was of a temporary and intermittent nature. It commenced on 3rd February, 1955, and his last employment terminated on 28th February, 1957. The petitioner moved the application under section 33-C (2) of the Act before the Labour Court on 21st December, 1966; that is to say, about 8 or 9 years after the temination of his services. During the course of his employment, particularly after the last termination of his employment, he did not make any demand with regard to the arrears of wages in accordance with the Sastry Award or otherwise. His long inaction shows that he never had any grievance even on the ground that the requisite notice of 14 days or 14 days' pay in lieu thereof had not been given to him while terminating his services.

(32) As rightly observed by the Labour Court, the petitioner was temporarily employed for specific periods and for termination of his services no action on the part of the respondent Bank was required. The employment was supposed to end automatically in terms of the contract of employment on the expiry of the period of employment merely by afflux of time. Paragraph 522 (4) of the Sastry Award was, therefore, not attracted to the petitioner's case.

(33) Even in the belated application made for amendment of the writ petition, the instances cited by the petitioner relate to the period, February, 1959. Sastry Award had ceased to be operative in January, 1959. Any instance relating to a period subsequent to January, 1959 was thus, strictly speaking, not relevant.

(34) For all the reasons aforesaid, I would dismiss this petition, leaving the parties to bear their own costs.

K.S.K.