



BEFORE THE AUTHORITY UNDER DELHI SHOPS &  
ESTABLISHMENT ACT-1954  
GOVT. OF NCT OF DELHI, LABOUR DEPARTMENT  
OFFICE OF THE DY. LABOUR COMMISSIONER  
(EAST & NORTH EAST DISTRICT)  
VISHWAKARMA NAGAR, JHILMIL COLONY, DELHI-110095

SE/ED/61/2020/2564-2566

Dated: 04/07/22

**In the matter of:-**

Sh. Intjar Ahmed S/o Sh. Ishtiyag Ahmad  
H.No. 341-B, Mansuri, Ghaziabad, U.P. ....Claimant

**Through:**

Delhi Dukan Avem Sansthan Kamgar Union (Regd.)  
277, Pratapkhand, Vishwakarma Nagar.  
Delhi-110095 .....AR of Claimant

**VERSUS**

M/s Industrial Consultancy & Service Company  
Prop./Partner Sh. Tapas Jaina (9818022790)  
C-69-70, DSIDC Complex, Kalyanpuri.  
Delhi-110091. ....Respondent

**ORDER**

1. Vide this order I shall dispose off the application dated 06.07.2020 filed by the applicant/claimant Sh. Intjar Ahmad S/o Sh. Ishtiyag Ahmad on 13/07/2020 under the Delhi Shops & Establishment Act, 1954 (hereinafter referred to as an Act) regarding non-payment of earned due wages by the respondents/managements.
2. The claimant/employee Sh. Intjar Ahmad has stated in his claim application that he was employed as "Clerk" with the Respondent since 01.08.2019 and his last drawn wages was Rs. 45,000/- per month and performed his duties continuously till

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25.01.2020. The claimant has stated that he performed his duties with dedication and loyalty and there was no complaint against him. It has been further stated by the claimant that during the period of his employment, the Respondent was not providing any facilities available to him under labour laws like appointment letter, E.S.I., P.F., Leave, Earned Leave and Company's Identity Card, etc. The claimant has stated that though his wages was fixed at Rs. 45,000/- per month but Respondent/Management did not pay the same and has given assurance to him that they will pay his salary with arrear. The claimant has stated that when he demanded his wages again and again the Respondent/Management got annoyed and did not pay his salary for the month of August. September. October. November. December, 2019 and has admitted that some amount has been paid by the respondent to him towards monthly expenses. Therefore, the employee/claimant was forced to resign and submitted his resignation on 25.01.2021 through E-mail. Further, the claimant stated that he had a laptop of Respondent and when he went to returned back it to the Respondent after giving resignation, the Respondent did not take it back and threatened that they will implicate in a false theft case if he files any cause against them and denied to pay his due earned wages for the months of August, September, October, November. December. 2019 and January 2020 i.e. Rs. 1,45,000/- for which he is entitled. The claimant has stated that he sent a Demand notice dated 27.06.2020 to the Respondent through courier for his due earned wages. The earned wages from 01.08.2019 to 25.01.2020 @ Rs. 45,000/- amounting to Rs. 1,45,000/- and has prayed that



due earned wages be got paid to the claimant with interest and penalty.

3. Summons dated 20.07.2020 for 16.09.2020, 21.09.2020 for 28.10.2020, 02.11.2020 for 11.11.2020, 17.11.2020 for 23.11.2020 and 14.12.2020 for 28.12.020 have been sent to the Respondent. On 28.12.2021, AR of respondent appeared but failed to file Authority letter. Copy of claim given to AR of Respondent who filed reply stating therein that the claim is not maintainable as it has been filed with ulterior motive to extort money and no relief can be granted as the claim is time barred. The respondent has further stated that the claimant was working with them w.e.f. 01.08.2019 as clerk and getting salary of Rs. 25,000/-. The respondent has also stated that he has been careless in his duty and due to this reason, most of their payments have been blocked by its clients. It has also been stated by the respondent that the claimant has intensely resigned through email and has been absconding with laptop, phone, sim and other important bills & documents and due to this they have suffered loss of approximately Rs. 4,00,000/-. The respondent has also submitted that the claimant has taken all the salary due and has also taken advance from them and in the last prayed to dismissed the claim.

4. That the rejoinder was filed by the claimant's side denying the contents of reply and reiterating the contents of claim-application.

5. Thereafter the respondent did not appear and therefore was proceeded ex-parte on 25.01.2021. The claimant filed evidence by way of affidavit 27.01.2021 exbt. WW1/A duly attested by



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notary public alongwith other document i.e. WW1/1 to WW1/7 i.e. copy of Aadhar card as Exbt. WW1/1, copy of demand notice dated 26.06.2020 as Exbt. WW1/2 (02 pages), Copy of courier receipt as Exbt. WW1/3, Copy of complaint to SHO, Police Station Kalyanpuri, as Exbt. WW1/4, copy of emails dated 30.05.2020 as Exbt. WW1/5 (02 pages), copy of email dated 11.01.2020 as Exbt. WW1/6 and copy of email dated 26.11.2019 as Exbt. WW1/7. The contents of the affidavit are corroborative with contents of claim. The claimant tendered his evidence on 28.01.2021 and the matter was reserved for order.

6. That thereafter the respondent moved an application for setting aside the ex-parte order dated 25.01.2021 mentioning therein that he was suffering from fever and cough and have been keeping himself in quarantine and avoiding meeting people as per government guide lines for corona and due to this he could not appear on 25.01.2021 and has requested that an opportunity given to him to submit salary records and other evidences and to set aside the ex-parte proceeding dated 25.01.2021. Copy of the same was sent to claimant. Arguments on the application of respondent for setting aside ex-parte proceedings was heard from both the sides and ex-parte proceeding was set asides subject to cost of Rs. 500/-.

7. That respondent crossed the claimant on 24.08.2021. During the cross the claimant has stated that he joined the respondent on 01.08.2019 as billing engineer. He has stated that he was getting Rs. 45,000/- per month and also stated that he has no documents in support of salary claim of Rs. 45,000/- as no appointment letter was given to him. He has further stated that he



has received approximately Rs. 1,25,000/- from respondent from August 2019 to January 2020. He has also stated that the laptop of respondent is in his possession.

8. That respondent filed evidence by way of affidavit dated 18.09.2021 Exbt. MW1/A duly attested by notary public alongwith documents Exbt. MW1/1 to MW1/9 i.e. copy of appointment letter as Exbt. MW1/1, copy of salary sheet August, 2019 with payment voucher as Exbt. MW1/2 (page1-3), copy of salary sheet September, 2019 with payment voucher as Exbt. MW1/3 (page1-2), copy of salary sheet October, 2019 with payment voucher as Exbt. MW1/4 (page1-4), copy of salary sheet November, 2019 with payment voucher as Exbt. MW1/5 (page1-2), copy of salary sheet December, 2019 with payment voucher as Exbt. MW1/6 (page1-4), copy of salary sheet January, 2020 with payment voucher as Exbt. MW1/7 (page1-2), Copy of full and final settlement as Exbt. MW1/8 and copy of Aadhar card of Shri Tapas Jena as Exbt. MW1/9. The respondent was crossed by AR of claimant. During the cross, the respondent has stated that the claimant joined the employment on 01.08.2019 and worked till 24.01.2020 and has denied that he was paying salary @ Rs. 45,000/- per month to the claimant.

9. That both the parties argued the matter. During the arguments, both the parties contended the same points as taken by them in the statement of claim and reply respectively. On perusal of documents filed and statements made by both the parties, it is observed that both the parties have admitted that the claimant has worked from 01.08.2019 to 24.01.2020 (as mentioned in statement of claim by claimant that he resigned on



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25.01.2020 and as admitted by respondent in his cross). The last drawn wages of claimant stating to be Rs. 45,000/- per month is disputed as both the parties have stated differently (the claimant has claimed wages @ Rs. 45,000/- per month and the respondent has stated the monthly wages of claimant to be Rs. 25,000/-). The claimant in his cross has admitted that he has been paid Rs. 1,25,000/- towards wages for the month from August 2019 upto 24.01.2020. The respondent has submitted copy of appointment letter dated 01.08.2019 Exbt. MW1/1 issued to the claimant which has been received by the claimant as the same bears the signature of claimant and the monthly salary in the appointment letter has been shown as Rs. 25,000/- and the appointment letter filed by respondent has not been disputed by the claimant and therefore the salary of Rs. 25,000/- is being considered. Since the claimant has admitted that he has received Rs. 1,25,000/- towards wages for the period from 01.08.2019 to 24.01.2020 and from this it becomes clear that the claimant has received his wages from 01.08.2019 to 31.12.2019. The respondent has submitted a voucher showing payment of Rs. 20,000/- towards full and final amount paid to claimant on 24.01.2020 and this voucher has also not been disputed by the claimant. From this it is observed that the respondent has paid all the wages to the claimant and nothing remains due and therefore the claim filed by claimant is found not maintainable.

Given under my hand and seal on 4<sup>th</sup> day of July 2022.

  
(K.M.SINGH)  
AUTHORITY  
Under The Delhi Shops & Establishment Act, 1954

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