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CR-31-2026

IN THE HIGH COURT OF MADHYA PRADESH
AT JABALPUR

BEFORE

HON'BLE SHRI JUSTICE VIVEK JAIN

ON THE 11th OF AUGUST, 2026

CIVIL REVISION No. 31 of 2026

SURESH CHANDRA JATAV

Versus

*MADHYA PRADESH ROAD TRANSPORT CORPORATION AND
OTHERS*

.....
Appearance:

*Shri Manan Agrawal with Shri Shubham Mishra - Advocates for the
Petitioner.*

*Shri Rohit Sharma - Advocate through V.C. with Shri Sahil Sharma
for the Respondents No.1 & 2.*

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ORDER

The present Revision under Section 115 of Code of Civil Procedure has been filed challenging the order dated 30.10.2025 of the Executing Court whereby the Executing Court has closed the execution proceedings on the ground that the award which was originally passed by the Labour Court dated 04.03.2015 has been executed and nothing remains to be done in execution of the said award and the relief that the decree-holder is now pressing for, amounts to the Executing Court going behind the decree which cannot be granted by the Executive Court.

2. The execution proceedings in question are the proceedings under Section 11 (9) of the Industrial Disputes Act, 1947 which relate to execution of awards passed by the Labour Court and Tribunals established under the



said Act of 1947.

3. The workman had been dismissed from service and he initiated reference before the Conciliation Officer and thereafter, the matter was referred by the appropriate government. The Labour Court held that the termination of services of the employee of the workman is bad in law and directed reinstatement without back wages. As per paragraph 22 of the award dated 04.03.2015, the Labour Court had directed the the employer to reinstate the Workman back in service within a period of one month without back wages. Para 22 of the award of the Labour Court was as under:-

"विवादक क07 सहायता एवं व्यय :-

22- फलतः उपर्युक्त विवेचन के आधार पर आवेदक के द्वारा प्रस्तुत किया गया आवेदन आंशिक रूप से स्वीकार करते हुए अनावेदके पक्ष को यह निर्देशित किया जाता है कि वह आवेदक को बिना पिछले वेतन के एक माह के भीतर सेवा में पुनर्स्थापित करे। उभय पक्ष अपना अपना व्यय वहन करें।"

4. Therefore, there was a stipulation to comply with the direction within one month which had to be complied with by the employer/M.P. Road Transport Corporation.

5. However, the M.P. Road Transport Corporation chose to challenge the said award dated 04.03.2015 before the High Court in W.P. No.8795 of 2016 which remained pending and ultimately, the said petition was dismissed on 09.07.2024.

6. In the intervening period, the Workman had been reinstated on 27.07.2018 and therefore, the question that was raised by the workman was the question of payment of salary from the date of award till the date of reinstatement i.e, from 04.03.2015 to 27.07.2018.

7. The Executing Court has closed the execution proceedings holding



that the award only directs reinstatement without backwages within one month and since reinstatement has been carried out though with delay of more than three years, but nothing more can be done by the Executing Court as it would amount to the Executing Court going behind the decree which is not permissible as per law.

8. Learned counsel for the Respondent/Corporation has vehemently argued that the aforesaid order passed by the Executing Court is fully legal and valid and is in accordance with law because the law is settled that Executing Court is only bound to execute the decree that has been passed and the Executing Court is not required to go behind the decree. Learned counsel for the Respondent/Corporation has cited a number of judgments on the point that the Executing Court is not expected to go behind the decree and once there was no direction in the award of the Labour Court to grant salary after the date of award, hence the Executing Court could not have granted salary after the date of award. Rightly, the Executing court has therefore closed the execution proceedings.

9. This Court has considered the aforesaid assertion of the Respondents. The purpose of raising disputes before the Labour Court under the Act of 1947 is not to initiate a litigation but what is raised before the Labour Court is a industrial "dispute" and not a mere litigation. The Labour Court when it passes the award does not only decide a litigation before it but it decides a industrial dispute.

10. The jurisdiction exercised by the Labour Court is different from the jurisdiction exercised by the regular Courts whereby the regular Courts



are only deciding litigation which is raised before the said Court, whereas the Labour Court decides the industrial dispute which is raised before the Labour Court. The purpose of raising industrial dispute and adjudication of industrial dispute by the Labour Court is larger than a mere case. It is to ultimately to bring about industrial peace and harmony which apart from deciding the grievance of the Workman, is more important than mere grievance of a workman. The basic objective is to maintain industrial peace and harmony and in this manner, to decide a dispute and not merely to decide a litigation.

11. It is for this purpose that even where a Workman approaches the Labour Court with complaint that domestic inquiry was not conducted or that it suffered from technical or legal defects, then also the Labour Court would not mechanically set aside the termination order and in those cases, the Labour Court has to record evidence on the misconduct on merits before it, because ultimately the Labor Court has to adjudicate the dispute and not to adjudicate a mere case. (S e e - *Workmen of M/S Firestone Tyre & Rubber Co. of India (P) Limited v. Firestone Tyre & Rubber Company, AIR 1973 SC 1227*)

12. Therefore, when the Labour Court adjudicates a industrial dispute, the execution of that award has to be dealt with in a different manner. Non-compliance or breach of the award is a criminal offence under Section 29 of the Act of 1947, as against a ordinary decree of Civil Court, which is merely executable. and the Labour Court in the present case had adjudicated the industrial dispute by holding that the termination was bad in law and held the Workman entitled to reinstatement without back wages and further fixed one



month time limit for compliance of the order.

13. If no time limit had been fixed for compliance of the order, then it could be said that the question of post award wages and post award late compliance cannot be considered by the the Executing Court.

14. However in the present case, the award did have the time limit for compliance which was one month from the date of award and admittedly, the said award was complied with only with a delay of three years and 4 months, i.e. on 27.07.2018.

15. The workman cannot be advised to initiate fresh litigation for the inaction of the employer whereby the employer without no just cause at all has decided not to comply with the award for a long time even after the award was passed.

16. Since industrial dispute had been decided by the Labour Court, the Executing Court also had jurisdiction to deal with the execution petition in the manner that the adjudication of the complete dispute as made by the Labour Court be executed by the Executing Court and it is not a mere execution of a order or award.

17. The Employer/MPRTC having avoided to comply the award within the time limits prescribed therein and having complied the award after three years and four months from the date of award, the Executing Court could have taken note of this late compliance of the award.

18. If the M.P.R.T.C. comes with a case that it willfully had not complied the award for three years and four months then it would be a criminal offence in terms of Section 29 of Industrial Disputes Act, 1947 for



which the punishment is imprisonment for a term which may extend to six months or with fine or with both and in case of continuing breach the fine may extend to Rs.200/- for every day's breach. Section 29 of Act of 1947 is as under:-

29. [Penalty for breach of settlement or award. [Substituted by Act 36 of 1956, Section 20, for Section 29 (w.e.f. 17.9.1956).]

- Any person who commits a breach of any terms of any settlement or award, which is binding on him under this Act, shall be punishable with imprisonment for a term which may extend to six months, or with fine, or with both,][and where the breach is a continuing one, with a further fine which may extend to two hundred rupees for every day during which the breach continues after the conviction for the first] [Inserted by Act 35 of 1965, Section 6 (w.e.f. 1.12.1965).][and the Court trying the offence, if it fines the offender, may direct that the whole or any part of the fine realised from him shall be paid, by way of compensation, to any person who, in its opinion, has been injured by such breach.] [Substituted by Act 36 of 1956, Section 20, for Section 29 (w.e.f. 17.9.1956).]

19. Therefore, it was a case where the officers of MPRTC had committed a criminal offence. The breach of award of Labour Court is a criminal offense and instead of proceeding criminally against the officers of MPRTC, the Executing Court has even closed the execution proceedings.

20. Therefore, the impugned order passed by the Executing Court is set aside.

21. The employer shall pay wages from the date, one month after the date of award i.e, from 05.04.2015 till 26.07.2018 to the Workman within a period of thirty days from today, failing which the Executing Court shall



refer the matter to the appropriate Labour Court to take cognizance against all the Managing Directors of MPRTC who were posted during 04.03.2015 till today and they shall be prosecuted in terms of section 29 of Industrial Disputes Act. The Executing Court shall also ensure recovery of amount of salary for this period.

22. In the above terms, the Revision stands **allowed** and **disposed off**.

(VIVEK JAIN)
JUDGE

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