

Senior Regional Manager, Food Corpn. of India, Calcutta

Vs

Tulsi Das Bauri and Others

Civil Appeal No. 3136 of 1997

(K. Ramaswamy, D. P. Wadhwa JJ)

21.04.1997

ORDER

1. Leave granted.
2. This appeal by special leave arises from the judgment of the Division Bench of the High Court of Calcutta passed on 6-9-1995 in FMAT No. 2098 of 1994.
3. The undisputed facts are that Respondents 1-91 were engaged as contract labour by Bhagwat Prasad Choudhury, Respondent 94 and while they were working, they were refused payment of the full wages. As a consequence, they laid claim for payment of the amount. Ultimately, the Division Bench has directed by the impugned judgment that the appellant shall be liable to pay the arrears of the balance of the amount of the wages.
4. Shri Y.P. Rao, learned counsel appearing for the appellant contends that the arrears of wages are not wages under Section 21 of the Contract Labour (Regulation and Abolition) Act, 1973 and that, therefore, the appellant is not liable to make the payment to the respondents. We find no force in the contention.
5. Section 21 postulates the responsibility for payment of wages. Under sub-section (1) a contractor shall be responsible for payment of wages to each worker employed by him as contract labour and such wages shall be paid before the expiry of such period as may be prescribed. Under sub-section (4), in case the contractor fails to make payment of wages within the prescribed period or makes short payment, then the principal employer shall be liable to make payment of wages in full or the unpaid balance due, as the case may be, to the contract labour employed by the contractor and recover the amount so paid from the contractor either by deducting from any amount payable to the contractor under any contract or as a debt payable by the contractor. That liability has been prescribed under sub-section (2) thereof which says that every principal employer shall nominate a representative duly authorised by him to be present at the time of disbursement of wages by the contractor and it shall be the duty of such representative to certify the amounts paid as wages in such manner as may be prescribed.
6. Thus it could be seen that the principal employer is statutorily responsible to ensure payment of the wages as per the law. In case the contractor commits default in the payment of the wages, the principal employer is made responsible for due payment and in case such payment is made, he is entitled to have it recovered by deducting from any amount payable to the contractor under the contract or as a debt payable by the contractor.

7. Thus, it is clear that the principal employer is required to pay the wages. The term "wages" includes the balance of wages or arrears thereof. Under these circumstances, we do not think that it is a case warranting interference.

8. The appeal is dismissed. No costs.