

Junior Labour Inspector (Central) Vs. Authority Under Payment of Wages Act and ors.

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Court : Madhya Pradesh

Decided On : Oct-09-1975

Reported in : (1976)ILLJ511MP

Judge : P.K. Tanre, C.J.,; R.J. Bhawe and ;S.S. Sharma, JJ.

Appellant : Junior Labour Inspector (Central)

Respondent : Authority Under Payment of Wages Act and ors.

Judgement :

ORDER

S.S. Sharma, J.

1. The petition under Articles 226 and 227 of the Constitution of India has been filed against an order, dated 19-12-1969, passed by respondent No. 1.. Authority under the Payment of Wages Act (hereinafter referred to as ' the Authority '), whereby he dismissed the application filed before him under Section 15 of the Payment of Wages Act, 1936 (hereinafter referred to as ' the Wages Act'), holding that ' this Authority has no jurisdiction to entertain the present application for the claim of bonus.'

2. A Division Bench of this Court in Junior Labour Inspector (Central), Jabalpur v. Authority under the Payment of Wages Act and Ors. 1970-II L.L.J. 484, had taken the view that 'bonus' payable under the Payment of Bonus Act, 1965 (hereinafter referred to as the 'Bonus Act') is not 'wages' as defined in the Wages Act. It also held that a complete machinery having been provided by the Bonus Act, the Wages Act has no application to the claim for bonus under the Bonus Act. Having taken this view the order of the Authority holding that no application lay to him was upheld and the petition filed by the Junior Labour Inspector was dismissed. When the present petition came up for hearing the decision by a Division Bench of the Bombay High Court in D.P. Kelkar v. Amba Das Kesho Bajaj and Ors. : AIR1971 Bom124, taking the view that 'bonus' is included in the term 'wages' was brought to the notice of the Division Bench. Feeling the importance of the question involved which is likely to arise often it was directed that the case be listed before a larger Bench for consideration. In that order it was, however, made clear that the reference will not be restricted to any particular point. It is in these circumstances that this matter was heard by us.

3. The facts briefly stated are as follows :

The petitioner who is a Junior Labour Inspector (Central) Jabalpur and Inspector under the Wages Act, filed an application before the 'Authority' at Jabalpur under Section 15 of the Wages Act for issuance of a direction under Section 15(3) for payment of bonus in respect of the employees as mentioned therein. This claim for bonus was said to be due in respect of the account year closing on 31-12-1967 as per Section 10 of the Bonus Act, which had not been paid by the employers. This claim was against respondents Nos. 2 to 4 as owners, nominated owner-cum-agent and manager, respectively of Ghorawari and Hirdagarli Collieries. Respondents Nos. 2 to 4 filed a written-statement before the authority. For a better appreciation of the question involved, it would be appropriate to reproduce the legal objection raised by them. Their written-statement has not been included in the paper book but we have perused it from the record of the 'Authority', which is as follows: It is admitted that the Bonus payable under the Payment of Bonus Act, 1965 for the period ending 31-12-1967 has not been paid. It is, however, denied that the said Bonus is a Wage in terms of Section 2(vi) of the Payment of Wages

Act, 1936. It is further submitted that the Bonus payable under the Payment of Bonus Act, 1965 is not payable under the terms of em-not form part of the remuneration payable under the terms of employment nor is it payable under any award or settlement. It is respectfully submitted that this petition filed by the Junior Labour Inspector is misconceived. Such petitions cannot be entertained by this Court as the Definition of the word ' wages ' given in the Payment of Wages Act, 1936 does not cover the Bonus payable under the Payment of Bonus Act, 1965. This Court has, therefore, no jurisdiction to entertain this Petition.

The other plea that was raised was that ' the delay in payment of bonus is due to causes beyond the control of the non-applicants '. The sum total of the causes for the delay in payment as mentioned in the further pleadings was stated to be financial stringencies. The responsibility of respondents Nos. 2 to 4 to pay the amount of bonus was, however, not disputed.

4. It is thus apparent that the only legal objection raised by respondents Nos. 2 to 4 was that ' Bonus ' was not covered within the definition of the word ' wages' as defined under Section 2(vi) of the Wages Act. The Division Bench in Junior Inspector's case (supra) on a consideration of the following paragraph of the definition of wages in Section 2(vi) of the Wages Act came to a conclusion that ' any bonus which does not form part of the remuneration payable under the terms of employment is excluded from the term ' wages ' .

2(vi) 'wages'

(a) ...

(b) ...

(c) ...

(d) ...

(e) ...

but does not include- (1) any bonus (whether under a scheme of profit sharing or otherwise) which does not form part of the remuneration payable under the terms

of employment or which is not payable under any award or settlement between the parties or order of a Court.

It was, therefore, held that since the bonus is payable under the Bonus Act and not under the terms of employment, hence it is clearly outside the purview of the Wages Act.

5. The Bonus Act came to be passed on 25th September, 1965. Bonus which a few years back was treated as voluntary payment to the employees had, even prior to the passing of this Act acquired the character of a right to share in the surplus profits under the Full Bench formula enforceable through the machinery of the different industrial relations. This Full Bench formula formerly held the field for quite a long time and the law on the subject had more or less become definite by the time when the necessity for codification and consolidation of law for the payment of bonus was felt. In view of this, Bonus Commission was constituted and certain terms of reference were given to the Commission. After the report of the Bonus Commission the Bonus Act came to be passed, as a result of which bonus became a statutory obligation on the employer. This Act does not provide for the payment of bonus linked with production or productivity but guarantees minimum bonus to an employer under Section 10 of the Bonus Act in respect of profit or loss although this has to be considered along with Section 16 of the Bonus Act.

6. The question whether 'bonus' was 'wages' as denned under Section 2(vi) of the Wages Act prior to the amendment of this definition in 1957 came up for consideration before their Lordships of the Supreme Court in *Rajaram (B.S.) v. Patel (B.C.) and Ors.* 1958-I L.L.J. 773. In that case as a result of an industrial dispute, the Industrial Court at Bombay gave an award, awarding a bonus equivalent to 4 1/2 months' wages subject to certain conditions. Since the payment as directed under the award was refused to respondent No. 3 on the ground that the condition subject to which the award was made was not fulfilled, hence an application was made before the Authority for a direction of the payment of the amount to which he was entitled under the award. Following respondent No. 3 certain other respondents also applied for their bonus and the mills refused to pay and so they also made an application to the Authority. The employer, however,

questioned the jurisdiction of the Authority who negating this contention decreed the various claims. The employer thereupon filed a writ petition in the High Court challenging the direction of the Authority but they were dismissed. In appeal to the same Court which was heard by a Division Bench was also dismissed. The matter then went to the Supreme Court.

7. Their Lordships then considered whether these amounts of bonus are 'wages' within the meaning of the (un-amended) definition of Section 2(vi) of the Wages Act. Their Lordships while considering the different clauses of definition of wages held that bonus is a remuneration, the payment of which is a recompense for the service rendered. They also held that the bonus is payable 'if the terms of the contract are fulfilled' that is to say, it will not be payable if the terms are not fulfilled. Then they proceeded to observe as follows :

Now, we can understand a position where a statute declares that, whenever the terms of the contract of employment are fulfilled the bonus shall be payable; equally, we can envisage a situation in which an employer engages to pay a bonus should the terms of the contract of employment be fulfilled by a separate and independent agreement that is not part of the contract of employment. In either case, the matter could be said to fall within this part of the definition. But we can see no way in which a bonus can be said to be payable if and when the terms of the contract of employment are fulfilled outside these two cases (namely, legislation, or a separate contract that is not part of the contract of employment), except when it is payable by reason of a term, express or implied, in the contract of employment itself. In any event, if there are such cases, the present is not one of them, for the bonus which is payable under an award of an Industrial Court and has nothing to do with the fulfilment or otherwise of the terms of the contract of employment, except indirectly.

8. The aforesaid discussion and the observation makes it clear that even before the enactment of the Bonus Act their Lordships were of the view that bonus can be included within the definition of wages if the statute declares that whenever the terms of contract of employment are fulfilled the bonus shall be payable and also in a situation in which an employer agrees to pay bonus and the term of the

contract of employment be fulfilled by separate and independent agreement. In that case since the bonus was payable under an award of an Industrial Court and had nothing to do with the fulfilment or otherwise of the terms of contract of employment it was held that the bonus was not included in the definition of wages as defined under the Wages Act.

9. The question whether the term 'wages' as defined in Section 2(vi) of the Wages Act includes wages fixed by an award in an Industrial Dispute between the employer and his employees came up for consideration before their Lordships of the Supreme Court in Muhammad Qasim Larry v. Muhammad Samsuddin and Anr. 1964-II L.L.J. 430. Their Lordships held as follows:

When an award is made and it prescribes a new wage-structure, in law the old contractual wage-structure becomes inoperative and its place is taken by the wage-structure prescribed by the award. In a sense, the latter wage-structure must be deemed to be a contract between the parties because that, in substance is the effect of industrial adjudication.

Thus their Lordships held that the awards given as a result of an industrial adjudication supplement contractual terms in respect of matters covered by them and are substituted for them. On this reasoning the contention that the wages prescribed by the award cannot be treated as wages under Section 2(vi) of the Wages Act before it was amended was rejected. Their Lordships further observed that the amendment in the definition merely clarified what was already included in the unamended definition.

10. The Bombay High Court in D.P. Kelkar's case (supra) also held that by the Bonus Act a term of the employment has been introduced binding on the employer and in favour of the employee to pay bonus. After fully considering the definition of wages as defined under the Wages Act it was held that the bonus payable under the Bonus Act was covered within that definition. The same view has been taken by Kerala High Court in Sreedharan Nair v. Sanku Sreedharan and Ors. 1969-I L.L.J. 627. In this decision Hon'ble Justice Sri V.R. Krishna Iyer, as he then was, held as follows :

To sum up, the present position of law regarding the concept of wages as defined in Section 2(vi) of the Payment of Wages Act is as follows. It takes in all remuneration, express or implied, payable under the terms of employment even though it may not be part of the terms of the contract of employment at the inception. Remuneration is a return for services rendered and if at any time during the year of employment, bonus is made payable in return for services rendered, at that moment such bonus becomes wages due to the employee and recoverable under the Payment of Wages Act. The emphasis is not on the terms of the original contract but on the recompense payable during the period of employment on account of any understanding, settlement or otherwise, whether it be in the shape of bonus or other species of payment.

In 1957, the definition of wages was amended to include additional remuneration payable under the terms of the employment whether it is bonus or other payment. In the circumstances, bonus and preparation charges payable in return for service rendered becomes wages recoverable under the Payment of Wages Act.

11. The Allahabad High Court in *Manager Straw Board . v. D.J. Sarup and Ors.* (1970) Vol. 20 I.F.L.R. 424, also took the view that the bonus payable to the employees is covered within the definition of the word 'wages' as defined under the Wages Act.

12. The reasoning given by the learned Judges constituted the Division Bench in the Junior Labour Inspector's case (*supra*) is based on the ground that the bonus does not form part of the remuneration payable under the terms of employment and so is excluded from the term 'wages'. Their Lordships of the Supreme Court as back as in 1958 when the Bonus Act had not come into force observed that if bonus becomes payable as a result of some legislation or by an agreement between the employer and the employee the same would be covered within the definition of the word 'wages'. No doubt in that decision such amount being payable as a result of an award was excluded from the definition of the word 'wages'. Subsequently, their Lordships in *Muhammad Quasim Larry's case* (*supra*) held that if by an award a new wage-structure is prescribed it should be deemed to be a contract between the parties because that in substance is the effect of

industrial adjudication, Consequently, the new wage-structure prescribed by the award was taken to be covered within the meaning of the word ' wages ' as defined under Section 2(vi) of the Wages Act. In view of this there can be no doubt whatsoever that the amount of bonus payable under the Bonus Act, 1965 would be covered within the definition of wages as defined in Section 2(vi) of the Wages Act. That being so, in our opinion, the Division Bench in Junior Inspector's case (supra), did not correctly decide this question.

13. The Authority under the Payment of Wages Act has, as stated above, dismissed the application filed by the petitioner only on the question that the claim of bonus is not covered within the definition of the word ' wages ' under the Wages Act. However, the respondents Nos. 2 to 4 have sought to justify this order on yet other grounds although they were not taken before the ' Authority '.

14. The first contention raised on behalf of respondents Nos. 2 to 4 was based on Section 21 of the Bonus Act. Section 21 of the Bonus Act is as follows:

Recovery of bonus due from an employer.-When any money is due to an employee by way of bonus from his employer under a settlement or an award or agreement the employee himself or any other person authorised by him in writing in this behalf, or in the case of the death of the employee, his assignee or heirs may, without prejudice to any other mode of recovery, make an application to the appropriate Government for the recovery of the money due to him, and if the appropriate Government or such authority as the appropriate Government specify in this behalf is satisfied that any money is so due, it shall issue a certificate for that amount to the Collector who shall proceed to recover the same in the same manner as an arrears of land revenue :

Provided that every such application shall be made within one year from the date on which the money became due to the employee from the employer.

Provided further that any such application may be entertained after the expiry of the said period of one year, if the appropriate Government is satisfied that the applicant had sufficient cause for not making the application within the said period.

As is apparent from the language of this section this mode of recovery of bonus due from an employer would be available only if the bonus sought to be recovered is ' under a settlement or an award or agreement.' The present recovery of bonus is not covered under Section 21 of the Bonus Act for the simple reason that it is recovery of bonus which is payable under the Bonus Act and is not under any settlement, award or agreement. Consequently, the question of application of Section 21 in the instant case does not at all arise.

15. The other contention of the learned Counsel for the respondents Nos. 2 to 4 was that since the Bonus Act has provided the complete machinery for the recovery of the amount of bonus hence the provisions of the Wages Act cannot be resorted to. This in short was the reasoning of the Division Bench in Junior Inspector's case (supra). In support of this contention learned Counsel for the respondents Nos. 2 to 4 referred to Section 22 of the Bonus Act which is as follows :

Reference of disputes under the Act. Where any dispute arises between employer and his employees with respect to the bonus payable under this Act or with respect to the application of this Act to an establishment in public sector, then, such dispute shall be deemed to be an industrial dispute within the meaning of the Industrial Disputes Act, 1947 (14 of 1947), or of any corresponding law relating to investigation and settlement of industrial disputes in force in a State and the provisions of that Act or, as the case may be, such law, shall, save as otherwise expressly provided, apply accordingly.

Learned Judges in Junior Labour Inspector's case (supra) observed that ' if an employer does not dispute his liability to pay and pays the amount as provided by the Act the matter ends there. It was further observed that ' if the employer disputes his liability to pay, it becomes an Industrial Dispute.' The present case in fact is not covered by these observations. In this case before us as already stated above the contention of the employer was that the amount of bonus is not covered within the definition of wages which as held by us is not correct. The other objection raised by the employer was based on his financial stringencies, i.e., his inability to pay. That being so, it cannot be said that the employer has in any

manner disputed his liability to pay.

16. In the case of D.P. Kelkar (supra), Bombay High Court considered a threefold argument upon which the point of jurisdiction was taken. Firstly, it was contended that the bonus do not amount to wages under the Wages Act but this contention was rejected. The second contention was that even if it amounts to wages the questions that have been raised in the case, before the Authority under the Wages Act we not simple questions relating to wages but are complicated questions and so they would not avail within the ambit of the jurisdiction of the authority. On this question the learned Judges relying on a decision of their Lordships of the Supreme Court in *Payment of Wages Inspector v. B.E.S.T. Company* : (1969)ILLJ762SC came to a conclusion that the questions which have been raised on behalf of the employer are infinitely more complicated and difficult. In view of this, the learned Judges were of the opinion that such cases in which complicated questions arise are not to be dealt by the Authority under the Payment of Wages Act.

17. The third question which came to be considered was that in view of the positive enactment of Section 32 of the Wages Act which creates a special forum for the trial of disputes regarding bonus payable under the Act, the jurisdiction of the Wages Authority is impliedly ousted and Section 22 in terms relegate the trial of any question regarding bonus only to the Authority under the Industrial Disputes Act and no other Authority. As already reproduced above Section 22 of the Bonus Act would be attracted only ' where any dispute arises between an employer and his employees with respect to the bonus payable under this Act or....' As observed even by the learned Judges of the Bombay High Court in D.P. Kelker's case ' this section in the first phase applies only when a dispute arises between an employer and his employees with respect to the bonus payable under the Act.' The learned Judges further observed that ' in making this provision the section does not in any way affect or infringe any of the provisions of the Payment of the Wages Act, particularly, Section 15 which confers jurisdiction upon the Payment of Wages Authority'. The crux of the whole matter lies in this that if a dispute arises between an employer and his employee with respect to the bonus payable under this Act obviously Section 22 of the Bonus Act would be attracted. In that event the remedy

would certainly lie under the Industrial Disputes Act or any other corresponding law as stated in Section 22 and in that event the Authority under the Wages Act will have no jurisdiction to proceed under the Wages Act. But where there is no dispute and there are no complicated questions involved, we do not find any reason as to why the Authority under the Wages Act cannot proceed of an application filed before him under Section 15 of the Wages Act. It was also observed in D.P. Kelkar's case (supra) that Section 22 of the Bonus Act says no more than this and to that extent would in our opinion the complimentary to the law under the Wages Act.

18. In D.P. Kelkar's case the effect of Section 34(1) of the Bonus Act was also considered. Section 34(1) of the Act reads as follows:

Effect of laws and agreements inconsistent with the Act.- (1) Save as otherwise provided in this section, the provisions of this Act shall have effect notwithstanding anything inconsistent therewith contained in other law for the time being in force or in the terms of any award, agreement, settlement or contract of service made before the 29th May, 1965.

In view of the facts of that case while considering the effect of Section 34 of the Bonus Act it was felt that this section would exclude the operation of Wages Act. This observation based on Section 34 appears to have been taken because of the fact that complicated questions had arisen in the case and there was a dispute which attracted Section 22 of the Bonus Act.

19. Section 22 of the Bonus Act came to be considered by a Division, Bench of the Punjab and Haryana High Court in Bawa Singh v. State of Punjab and Ors. (1973) Vol. 44 F.J.R. 428. In this case it was held as follows :

Section 22 of the Payment of Bonus Act, which provides that any dispute regarding the payment of bonus under the Act would be deemed to be an Industrial Dispute under the provisions of the Industrial Disputes Act, 1947, does not mean that every minor dispute regarding the payment of bonus even when there is no dispute regarding the rate at which it is to be paid and the only dispute regarding the exact amount to be paid should be treated as the Industrial Dispute

and adjudicated upon under that Act. In such cases the workman can make an application under Section 33C(2) if the Industrial Disputes Act, 1947 and the Labour Court have jurisdiction to deal with the claim.

20. A Division Bench of the Madras High Court in *Major D. Aranpa v. Universal Radiators* (1974) Vol. 46 F.J.R. (I.F.J.) p. 96, after considering the nature of the dispute involved held that such a dispute will have to be adjudicated in the regular way and not resolved by an application under Section 33C(2) of the Industrial Disputes Act. The regular way that was considered was Section 22 of the Bonus Act.

21. A Division Bench of the Bombay High Court in *Allahabad Labour Supply Agency v. First Labour Court, Nagpur and Ors.* (1971) Vol. 39 F.J.R. (I.F.J.) P. 409, considered the question whether Section 22 of the Bonus Act must be so construed so as to exclude the jurisdiction of the labour Court under Section 33C(2) of the Industrial Disputes Act, 1947. The learned Judges proceeded on an assumption that neither in the Industrial Disputes Act, 1947, nor in the Bombay Industrial Relations Act, 1946 was there a provision under which an industrial employee could ask for a direction against an employer regarding payment of the amount of bonus due under the Bonus Act. This view, however, was not accepted by the Madras High Court in *Major D. Aranpa's case* (supra) on the ground that after the amendment in the Industrial Disputes Act the individual disputes are also included in the Industrial Disputes Act. However, the Bombay High Court in *Allahabad Labour Supply Agency's case* (supra) took the view that Section 22 of the Bonus Act was not applicable in the case of an individual dispute. It, however, held that the remedy to an individual worker under Section 33C(2) of the Industrial Disputes Act is not barred and for coming to that conclusion the aid of Section 39 of the Bonus Act was also taken. The true purport and meaning of Section 22 of the Bonus Act also came up for consideration before their Lordships of the Supreme Court in *M/s. Sanghvi Jivraj Ghewar Chand and Ors. v. Secretary, Madras Chillies Grain and Kirana Merchants Workers Union and Anr.* 1969-I L.L.J. 719. In this decision their Lordships observed as follows:

But the application of Section 22 is limited only to two types of disputes referred to therein and not to others.

The two types of disputes are covered under Section 22 of the Bonus Act are :

(1) with respect to the bonus payable under the Act or

(2) with respect to the application of the Act.

In order to make the machinery for investigation and settlement as provided under the Industrial Disputes Act, 1947 available, Section 22 of the Bonus Act has been enacted to create a legal fiction whereunder such disputes are deemed to be industrial disputes under the Industrial Disputes Act or any other corresponding law.

22. Their Lordships in *Sanghvi Jivraj's case* (supra) further considered the effect of Section 39 of the Bonus Act which provides that ' save as otherwise expressly provided the provisions of the Act shall be in addition to and not in derogation of the Industrial Disputes Act or any corresponding law relating to investigation and settlement of Industrial Disputes in force in a State. This decision has further considered the purport and application of Section 39 of the Bonus Act with which at present we are not very much concerned.

23. From the aforesaid decision it is crystal clear that it is not every dispute between an employer and employee in regard to bonus which shall be covered under Section 22 of the Bonus Act but this section would be attracted only if the two tests as are provided by their Lordships in the *Sanghvi Jivraj's case* are fulfilled. In the present case before us admittedly neither of the two tests are applicable and for that reason Section 22 would not be attracted.

24. This brings us to the last question. The contention raised on behalf of the respondents was that the Authority under the Wages Act will have no jurisdiction to entertain or give any direction under Section 15 of the Wages Act as the Bonus Act in itself provides for a complete machinery. On this question the Allahabad High Court in the case of *Manager Straw Board* . (supra), and the Kerala High Court in the case of *Sree Dharan Nair* (supra) took the view that bonus was

recoverable as wages under the Payment of Wages Act before the Authority appointed under that Act. In either of these cases was this question raised as to whether this amount of Bonus could be recovered by an application under Section 33C(2) of the Industrial Disputes Act. Similarly, the Punjab and Haryana High Court, the Madras High Court and the Bombay High Court in the cases referred to above, have taken the view that the applications under Section 33C(2) are maintainable for recovery of the amount of Bonus and in neither of these cases has the question of recovery under the Wages Act been considered.

25. The Division Bench of this Court in Junior Labour Inspectors case (supra) took the view that since the Bonus Act was a self-contained, and a special Act resorts to the Wages Act cannot be laid for the recovery of the amount of bonus. Taking the case in hand under consideration it is apparent that there being no dispute as contemplated by Section 22 of the Bonus Act certainly that section would not be attracted. The other section, i.e., 21 which provides for the recovery of the bonus would also be not attracted because it provides for the recovery of the bonus from his employer when it is under a settlement or an award or agreement. The present claims to bonus is neither under a settlement nor under an award and nor under an agreement. So obviously Section 21 would not be attracted.

Apart from that the Bonus Act does not provide for any mode of recovery of an amount which is payable under the Act. No such provision could be pointed out to us which could make the provisions of the Wages Act inapplicable when bonus, as held by us, is covered with the definition of the word 'wages'.

26. Section 39 of the Bonus Act further provides that save as otherwise expressly provided the provisions of this Act shall be in addition to and not in derogation of the Industrial Disputes Act, 1947 or any corresponding law relating to investigation and settlement of Industrial Disputes in force in a State. The purport of this section has been considered by their Lordships of the Supreme Court in Singhvi Jivraj's case (supra), wherein it has been observed that besides the two types of disputes which are covered under Section 22 of the Bonus Act, Section 39 makes available for the rest of disputes the machinery provided in that Act and other corresponding laws for adjudication of disputes arising under the Bonus Act.

27. In view of this legal position we are clearly of the opinion that the authority under the Payment of Wages Act will have a jurisdiction to deal with the applications, filed by the petitioner for a direction of the amount of bonus which would be covered within the meaning of the word 'delayed wages'. We may in this connection observe that if there be a dispute covered under Section 22 of the Bonus Act then the remedy would not lie before the Authority and in that event the dispute or disputes as may be covered under Section 22 will have to be referred for adjudication under the provisions of the Industrial Disputes Act. Besides this, if in the proceedings before the Authority complicated question arises then in view of the decision of their Lordships of the Supreme Court in the case of Payment Wages Inspector v. B.E.S.T. Co. (supra) the Authority would not decide the claim itself but would leave the parties to determine the claim by normal procedure. We would, however, leave this question open as to whether an application under Section 33C(2) of the Industrial Disputes Act would also be maintainable to the Labour Court for the recovery of the amount of bonus as the same does not arise for consideration.

28. Consequently, this petition is allowed, the impugned order of the Authority under the Payment of Wages Act is quashed and the case is sent back to him for proceeding with the case in accordance with law. In view of the circumstances of the case we shall leave the parties to their own costs.