HC-KAR

NC: 2026:KHC-D:18013
WP No. 101755 of 2026

CNR: KAHC020035232026

IN THE HIGH COURT OF KARNATAKA AT DHARWAD

DATED THIS THE 4TH DAY OF NOVEMBER, 2026

BEFORE

THE HON'BLE MR. JUSTICE M.NAGAPRASANNA

WRIT PETITION NO. 101755 OF 2026 (S-RES)

BETWEEN:

DR. MOHANDAS K.,
AGE: 46 YEARS, OCC: ASSISTANT PROFESSOR,
R/O: WARD NO.30, VINAYAKA NAGAR,
HOSPET ROAD, BALLARI CANTONMENT,
TAL & DIST: BALLARI – 583 104.

...PETITIONER

(BY SMT. VAIBHAVI INAMDAR, ADVOCATE)

AND:

1. THE VICE CHANCELLOR,
   VIJAYANAGARA SRI. KRISHNADEVARAYA UNIVERSITY,
   JNANA SAGARA CAMPUS, VINAYAKA NAGARA,
   CANTONMENT, BALLARI – 583 104.

2. THE REGISTRAR,
   VIJAYANAGARA SRI. KRISHNADEVARAYA UNIVERSITY,
   JNANA SAGARA CAMPUS, VINAYAKA NAGARA,
   CANTONMENT, BALLARI – 583 104.

3. THE CHAIRMAN,
   DEPARTMENT OF POLITICAL SCIENCE,
   VIJAYANAGARA SRI. KRISHNADEVARAYA UNIVERSITY
   JNANA SAGARA CAMPUS, VINAYAKA NAGARA,
   CANTONMENT, BALLARI-583 104.

...RESPONDENTS

(BY SRI. J.S. SHETTY, ADVOCATE FOR RESPONDENTS)

Digitally signed by RAKESH S HARIHAR
Location: High Court of Karnataka, Dharwad Bench

THIS WRIT PETITION IS FILED UNDER ARTICLES 226 AND 227 OF THE CONSTITUTION OF INDIA, PRAYING TO ISSUE A WRIT OF CERTIORARI QUASHING THE IMPUGNED ORDER PASSED BY THE 2ND RESPONDENT BEARING NO.SANKE.VISHRI KRU VI BA/DP A R/BADHAK/2024-25/2653 DATED 16.01.2025 VIDE ANNEXURE-C. TO ISSUE WRIT OF MANDAMUS DIRECTING THE 2ND RESPONDENT TO REINSTATE THE PETITIONER IN THE INSTITUTION FORTHWITH ALONG WITH ALL THE CONSEQUENTIAL BENEFITS. TO ISSUE A

CNR: KAHC020035232026

WRIT OF MANDAMUS DIRECTING THE 2ND RESPONDENT TO PAY THE SALARY AND ALSO THE ARREARS OF SALARY OF THE PETITIONER FOR THE PERIOD THAT HE HAS WORKED AND ETC.

THIS WRIT PETITION, COMING ON FOR PRELIMINARY HEARING THIS DAY, ORDER WAS MADE THEREIN AS UNDER:

CORAM: **HON'BLE MR. JUSTICE M.NAGAPRASANNA**

ORAL ORDER

The petitioner is before the Court seeking the following reliefs:

> "a) Issue a Writ of Certiorari quashing the impugned order passed by 2nd respondent bearing ಸಂಖ್ಯೆ: ವಿಶ್ರ ಕೃ ವಿ ಬ/ಡಿಪಿ ಎ ಆರ್/ಭಾದಕ್/**2024-25/ 2653** dated **16-01-2025** vide **ANNEXURE-C**.
>
> b) Issue writ of mandamus directing the 2nd respondent to reinstate the petitioner in the institution forthwith along with all consequential benefits.
>
> c) Issue a writ of mandamus directing the 2nd respondent to pay the salary and also the arrears of salary of the petitioner for the period that he has worked.
>
> d) Pass any other orders which this Hon'ble Court deems fit."

2. Heard the learned counsel Smt. Vaibhavi Inamdar appearing for the petitioner and learned counsel Sri. J.S. Shetty representing the respondents.

3. Facts, in brief, germane are as follows:

3.1. The petitioner was appointed as Assistant Professor in the Post-Graduate Department, in the Political Science subject at Sri. Krishnadevaraya University, Ballari (hereinafter referred to as 'University' for brevity). The petitioner was eligible for promotion to the post of Associate Professor under the Career Advancement Scheme. When things stood thus, the petitioner gets embroiled in a crime for offences punishable under Sections 108 and 3(5) of the Bharatiya Nyaya Sanhita, 2023. The allegation was that the petitioner had instigated one Mr. Balachandra, who was working as a lab attender, to commit suicide on the score that he had borrowed certain amount from the petitioner. The police conduct investigation and file a 'B' report before the concerned Court and the 'B' report is said to have been accepted and the proceedings stood closed. The issue is not with regard to the action of registration of an FIR or filing of a 'B' report.

3.2. On the registration of the crime, it transpires that the respondents/University send the petitioner on compulsory leave, which action itself did not have a sanction in law. This is

on 16.01.2025. The petitioner then makes representations to the respondents on the score that sending the petitioner on compulsory leave upon registration of a crime was contrary to law. It transpires that prior to filing of the 'B' report, the impugned action of sending the petitioner on compulsory leave is withdrawn. In the light of the withdrawal, learned counsel for the respondent/University submits that the petition is rendered infructuous and should be closed as having become infructuous.

4. The learned counsel for the petitioner Smt. Vaibhavi Inamdar would now submit that the petitioner is no doubt taken back to duties on 17.06.2026, but has not been paid salary from 16.01.2025 to 17.06.2026 and the salary pursuant to the petitioner being taken back to duty is also not paid. The learned counsel would further submit that though the order sending the petitioner on compulsory leave was passed on 16.01.2025, it was not even communicated to the petitioner. Therefore, throughout the period, the petitioner has continued to work.

5. The learned counsel Sri. J.S. Shetty appearing for the respondents/University would dispute the said position of

non-payment of salary after the petitioner was taken back to duties with effect from 17.06.2026. The learned counsel would however submit that for the payment of salary for the period between 16.01.2025 till 17.06.2026, the petitioner may be directed to submit a representation, which would be considered in accordance with law.

6. I have given my anxious consideration to the submissions made by the respective learned counsel and have perused the material available on record.

7. In the light of the submission and *contra* submission, as also the fact that the impugned action itself has stood withdrawn today, the examination of whether the order could be sustained or otherwise is not necessary. However, the effect of the order is what is required to be considered.

8. On 16.01.2025, the petitioner, on account of getting embroiled himself in the aforesaid crime, which is today closed on filing of the 'B' Report, has been sent on compulsory leave. This action is wholly unsustainable in law, as the petitioner could, at best, have been placed under suspension

pending the departmental enquiry. However, the petitioner could not have been sent on compulsory leave merely on the ground that an FIR had been registered against him. Registration of the FIR cannot be equated with a charge sheet or a greater aggravated circumstance of conviction. The filing of the charge sheet could not have led the petitioner to be sent on compulsory leave as obtaining in law. In that light, the petitioner is entitled to all consequential benefits between 16.01.2025 to 17.06.2026. The petitioner has to that effect submitted a representation on 28.07.2026. The representation reads as follows:

> "To
> The Registrar
> Vijayanagara Sri Krishnadevaraya University
> Ballari – 583105
>
> **Subject: Submission of Court-Accepted B Report, Request for Immediate Release of Withheld Salary and Expeditious Processing of Promotion under CAS**
>
> **Respected Sir,**
>
> I respectfully submit that the FIR registered against me has now culminated in the acceptance of the B Report by the Hon'ble Jurisdictional Court. A certified copy of the B Report and the Hon'ble Court's order is enclosed herewith for your kind perusal, record and necessary action.
>
> It is pertinent to state that my salary was withheld solely on account of the pendency of the FIR, as stated by the University. Since the Hon'ble Court has now accepted

the B Report, the very basis on which my salary was withheld no longer exists. Consequently, there remains no legal or administrative justification for the continued withholding of my salary and other legitimate service benefits.

The prolonged non-payment of my salary has caused immense financial hardship to me and my family. Despite rendering my services to the University, I have been subjected to severe financial distress due to the non-release of my legitimate salary. In view of the closure of the criminal proceedings, I respectfully request the University to restore my service benefits without any further delay. I further respectfully bring to your kind notice that **my promotion under the Career Advancement Scheme (CAS) has been pending since December 2024.**

I had become due for consideration for promotion under CAS in December 2024, and the matter has remained pending for a considerable period. The prolonged pendency of my promotion has adversely affected my career progression and consequential financial and service benefits.

Now that the Hon'ble Jurisdictional Court has accepted the B Report and the criminal proceedings arising out of the FIR have consequently come to an end, I respectfully request the University to **take up my pending CAS promotion immediately and complete the process of consideration and promotion at the earliest, strictly in accordance with the applicable UGC Regulations, University rules and other relevant service regulations.**

I therefore humbly request you to kindly:

1. **Take the enclosed B Report and the Hon'ble Court's order on record** and place the same before the competent authority for necessary action.
2. **Immediately release my withheld salary,** along with all consequential benefits and arrears due to me.
3. Issue necessary directions to the Finance Section for the **expeditious processing and disbursement of my salary and all arrears.**

4. **Take up and process my pending promotion under the Career Advancement Scheme (CAS), which has been due since December 2024, without any further delay,** in accordance with the applicable UGC Regulations and University rules.
5. Direct the concerned authorities/section to **complete all formalities relating to my CAS promotion at the earliest** and extend to me all consequential benefits, including pay fixation and monetary/service benefits arising from such promotion, as admissible under the rules.
6. Restore all my legitimate **service and career benefits** which have remained pending or withheld on account of the now-closed FIR proceedings.

I hope that the University will take prompt and appropriate action in the interest of **justice, fairness, administrative propriety and protection of the legitimate service rights of an employee,** particularly in view of the Hon'ble Court's acceptance of the B Report.

I therefore earnestly request your good office to kindly ensure that my **withheld salary and arrears are released immediately and my long-pending CAS promotion, due since December 2024, is processed and finalized at the earliest,** without any further administrative delay.

I shall be grateful for your kind consideration and immediate action in the matter."

9. The representation is in detail as to how the petitioner has not been paid salary for the period he was sent on compulsory leave, which by itself in the considered view of this Court is illegal. If the petitioner has any documents to demonstrate that he has continued to work throughout the

relevant period, the same shall be furnished to the respondents/University, if not already submitted.

10. The Apex Court in the celebrated judgment rendered in the case of **PEOPLE'S UNION FOR DEMOCRATIC RIGHTS v. UNION OF INDIA**[1], observes that any form of work that is extracted from any person without paying any remuneration would amount to 'begar' under Article 23 of the Constitution of India. The Apex Court holds as follows:

> "…. …. ….
>
> **12.** Article 23 enacts a very important fundamental right in the following terms:
>
> > "23. *Prohibition of traffic in human beings and forced labour.*—(1) Traffic in human beings and begar and other similar forms of forced labour are prohibited and any contravention of this provision shall be an offence punishable in accordance with law.
> >
> > (2) Nothing in this article shall prevent the State from imposing compulsory service for public purposes, and in imposing such service the State shall not make any discrimination on grounds only of religion, race, caste or class or any of them."
>
> Now many of the fundamental rights enacted in Part III operate as limitations on the power of the State and impose negative obligations on the State not to encroach on individual liberty and they are enforceable only against the State. But there are certain fundamental rights conferred by the Constitution which are enforceable against the whole world and they are to be found inter

[1] **(1982) 3 SCC 235**

alia in Articles 17, 23 and 24. We have already discussed the true scope and ambit of Article 24 in an earlier portion of this judgment and hence we do not propose to say anything more about it. So also we need not expatiate on the proper meaning and effect of the fundamental right enshrined in Article 17 since we are not concerned with that article in the present writ petition. **It is Article 23 with which we are concerned and that article is clearly designed to protect the individual not only against the State but also against other private citizens. Article 23 is not limited in its application against the State but it prohibits "traffic in human being and begar and other similar forms of forced labour" practised by anyone else. The sweep of Article 23 is wide and unlimited and it strikes at "traffic in human beings and begar and other similar forms of forced labour" wherever they are found.** The reason for enacting this provision in the Chapter on Fundamental Rights is to be found in the socio-economic condition of the people at the time when the Constitution came to be enacted. The Constitution-makers, when they set out to frame the Constitution, found that they had the enormous task before them of changing the socio-economic structure of the country and bringing about socio-economic regeneration with a view to reaching social and economic justice to the common man. Large masses of people, bled white by wellnigh two centuries of foreign rule, were living in abject poverty and destitution, with ignorance and illiteracy accentuating their helplessness and despair. The society had degenerated into a status-oriented hierarchical society with little respect for the dignity of the individual who was in the lower rungs of the social ladder or in an economically impoverished condition. The political revolution was completed and it had succeeded in bringing freedom to the country but freedom was not an end in itself, it was only a means to an end, the end being the raising of the people to higher levels of achievement and bringing about their total advancement and welfare. Political freedom had no meaning unless it was accompanied by social and economic freedom and it was therefore necessary to carry forward the social and economic revolution with a view to creating socio-economic conditions in which every one would be able to enjoy basic human rights and participate in the fruits of

freedom and liberty in an egalitarian social and economic framework. It was with this end in view that the Constitution-makers enacted the directive principles of state policy in Part IV of the Constitution setting out the constitutional goal of a new socio-economic order. **Now there was one feature of our national life which was ugly and shameful and which cried for urgent attention and that was the existence of bonded or forced labour in large parts of the country. This evil was the relic of a feudal exploitative society and it was totally incompatible with the new egalitarian socio-economic order which "we the people of India" were determined to build and constituted a gross and most revolting denial of basic human dignity. It was therefore necessary to eradicate this pernicious practice and wipe it out altogether from the national scene and this had to be done immediately because with the advent of freedom, such practice could not be allowed to continue to blight the national life any longer. Obviously, it would not have been enough merely to include abolition of forced labour in the directive principles of state policy, because then the outlawing of this practice would not have been legally enforceable and it would have continued to plague our national life in violation of the basic constitutional norms and values until some appropriate legislation could be brought by the legislature forbidding such practice. The Constitution-makers therefore decided to give teeth to their resolve to obliterate and wipe out this evil practice by enacting constitutional prohibition against it in the Chapter on Fundamental Rights, so that the abolition of such practice may become enforceable and effective as soon as the Constitution came into force. This is the reason why the provision enacted in Article 23 was included in the Chapter on Fundamental Rights. The prohibition against "traffic in human beings and begar and other similar forms of forced labour" is clearly intended to be a general prohibition, total in its effect and all pervasive in its range and it is enforceable not only against the State but also against any other person indulging in any such practice.**

13. The question then is as to what is the true scope and meaning of the expression "traffic in human beings and *begar* and other similar forms of forced labour" in Article 23? What are the forms of "forced labour" prohibited by that article and what kind of labour provided by a person can be regarded as "forced labour" so as to fall within this prohibition? When the Constitution-makers enacted Article 23 they had before them Article 4 of the Universal Declaration of Human Rights but they deliberately departed from its language and employed words which would make the reach and content of Article 23 much wider than that of Article 4 of the Universal Declaration of Human Rights. They banned "traffic in human beings" which is an expression of much larger amplitude than "slave trade" and they also interdicted "begar and other similar forms of forced labour". The question is what is the scope and ambit of the expression "begar" and other similar forms of forced labour'? Is this expression wide enough to include every conceivable form of forced labour and what is the true scope and meaning of the words "forced labour"? **The word "begar" in this article is not a word of common use in English language. It is a word of Indian origin which like many other words has found its way in the English vocabulary. It is very difficult to formulate a precise definition of the word "begar", but there can be no doubt that it is a form of forced labour under which a person is compelled to work without receiving any remuneration. Molesworth describes '*begar*' as "labour or service exacted by a Government or person in power without giving remuneration for it". *Wilson's Glossary of Judicial and Revenue Terms* gives the following meaning of the word "begar":"a forced labourer, one pressed to carry burthens for individuals or the public. Under the old system, when pressed for public service, no pay was given. The *begari*, though still liable to be pressed for public objects, now receives pay. Forced labour for private service is, prohibited." "Begar" may therefore be loosely described as labour or service which a person is forced to give without receiving any remuneration for it. That was the meaning of the word "begar" accepted by a Division Bench of the Bombay High Court in *S. Vasudevan* v.**

S.D. Mital **[AIR 1962 Bom 53 : 63 Bom LR 774 : (1961-62) 21 FJR 441] . "Begar" is thus clearly a form of forced labour. Now it is not merely "begar" which is unconstitutionally (*sic*) prohibited by Article 23 but also all other similar forms of forced labour. This Article strikes at forced labour in whatever form it may manifest itself, because it is violative of human dignity and is contrary to basic human values. The practice of forced labour is condemned in almost every international instrument dealing with human rights.** It is interesting to find that as far back as 1930 long before the Universal Declaration of Human Rights came into being, International Labour Organisation adopted Convention No. 29 laying down that every member of the International Labour Organisation which ratifies this convention shall "suppress the use of forced or compulsory labour in all its forms" and this prohibition was elaborated in Convention No. 105 adopted by the International Labour Organisation in 1957. The words "forced or compulsory labour" in Convention No. 29 had of course a limited meaning but that was so on account of the restricted definition of these words given in Article 2 of the Convention. Article 4 of the European Convention of Human Rights and Article 8 of the International Covenant on Civil and Political Rights also prohibit forced or compulsory labour. Article 23 is in the same strain and it enacts a prohibition against forced labour in whatever form it may be found. The learned counsel appearing on behalf of the respondents laid some emphasis on the word "similar" and contended that it is not every form of forced labour which is prohibited by Article 23 but only such form of forced labour as is similar to "begar" and since "begar" means labour or service which a person is forced to give without receiving any remuneration for it, the interdict of Article 23 is limited only to those forms of forced labour where labour or service is exacted from a person without paying any remuneration at all and if some remuneration is paid, though it be inadequate, it would not fall within the words "other similar forms of forced labour". This contention seeks to unduly restrict the amplitude of the prohibition against forced labour enacted in Article 23 and is in our opinion not well founded. It does not accord with the principle enunciated by this Court in *Maneka Gandhi* v. *Union of India* [(1978)

1 SCC 248 : AIR 1978 SC 597 : (1978) 2 SCR 621] that when interpreting the provisions of the Constitution conferring fundamental rights, the attempt of the court should be to expand the reach and ambit of the fundamental rights rather than to attenuate their meaning and content. **It is difficult to imagine that the Constitution-makers should have intended to strike only at certain forms of forced labour leaving it open to the socially or economically powerful sections of the community to exploit the poor and weaker sections by resorting to other forms of forced labour. Could there be any logic or reason in enacting that if a person is forced to give labour or service to another without receiving any remuneration at all, it should be regarded as a pernicious practice sufficient to attract the condemnation of Article 23, but if some remuneration is paid for it, then it should be outside the inhibition of that article? If this were the true interpretation, Article 23 would be reduced to a mere rope of sand, for it would then be the easiest thing in an exploitative society for a person belonging to a socially or economically dominant class to exact labour or service from a person belonging to the deprived and vulnerable section of the community by paying a negligible amount of remuneration and thus escape the rigour of Article 23. We do not think it would be right to place on the language of Article 23 an interpretation which would emasculate its beneficent provisions and defeat the very purpose of enacting them. We are clearly of the view that Article 23 is intended to abolish every form of forced labour. The words "other similar forms of forced labour" are used in Article 23 not with a view to importing the particular characteristic of "begar" that labour or service should be exacted without payment of any remuneration but with a view to bringing within the scope and ambit of that article all other forms of forced labour and since "begar" is one form of forced labour, the Constitution-makers used the words "other similar forms of forced labour". If the requirement that labour or work should be exacted without any remuneration were imported in other forms of forced labour, they would straightaway**

come within the meaning of the word "begar" and in that event there would be no need to have the additional words "other similar forms of forced labour". These words would be rendered futile and meaningless and it is a well-recognised rule of interpretation that the court should avoid a construction which has the effect of rendering any words used by the legislature superfluous or redundant. The object of adding these words was clearly to expand the reach and content of Article 23 by including, in addition to "begar", other forms of forced labour within the prohibition of that article. Every form of forced labour, "begar" or otherwise, is within the inhibition of Article 23 and it makes no difference whether the person who is forced to give his labour or service to another is remunerated or not. Even if remuneration is paid, labour supplied by a person would be hit by this article if it is forced labour, that is, labour supplied not willingly but as a result of force or compulsion. Take for example a case where a person has entered into a contract of service with another for a period of three years and he wishes to discontinue serving such other person before the expiration of the period of three years. If a law were to provide that in such a case the contract shall be specifically enforced and he shall be compelled to serve for the full period of three years, it would clearly amount to forced labour and such a law would be void as offending Article 23. That is why specific performance of a contract of service cannot be enforced against an employee and the employee cannot be forced by compulsion of law to continue to serve the employer. Of course, if there is a breach of the contract of service, the employee would be liable to pay damages to the employer but he cannot be forced to continue to serve the employer without breaching the injunction of Article 23. This was precisely the view taken by the Supreme Court of United States in *Baily* v. *Alabama* [219 US 219 : 55 L Ed 191] while dealing with a similar provision in the Thirteenth Amendment. There, a legislation enacted by the Alabama State providing that when a person with intent to injure or defraud his employer enters into a contract in writing for the purpose of any service and obtains money or other property from the employer and without refunding the money or the property refuses or

fails to perform such service, he will be punished with a fine. The constitutional validity of this legislation was challenged on the ground that it violated the Thirteenth Amendment which inter alia provides:"Neither slavery nor involuntary servitude ... shall exist within the United States or any place subject to their jurisdiction." This challenge was upheld by a majority of the Court and Mr Justice Hughes delivering the majority opinion said:

> "We cannot escape the conclusion that although the statute in terms is to punish fraud, still its natural and inevitable effect is to expose to conviction for crime those who simply fail or refuse to perform contracts for personal service in liquidation of a debt, and judging its purpose by its effect that it seeks in this way to provide the means of compulsion through which performance of such service may be secured. The question is whether such a statute is constitutional."

The learned Judge proceeded to explain the scope and ambit of the expression "involuntary servitude" in the following words:

> "The plain intention was to abolish slavery of whatever name and form and all its badges and incidents, to render impossible any state of bondage; to make labour free by prohibiting that control by which the personal service of one man is disposed of or coerced for another's benefit, which is the essence of involuntary servitude."

Then, dealing with the contention that the employee in that case had *voluntarily* contracted to perform the service which was sought to be compelled and there was therefore no violation of the provisions of the Thirteenth Amendment, the learned Judge observed:

> "The fact that the debtor contracted to perform the labour which is sought to be compelled does not withdraw the attempted enforcement from the condemnation of the statute. The full intent of the constitutional provision could be defeated with obvious facility if through the guise of contracts under which advances had been made, debtors could be held to compulsory service. It is the compulsion of the

> service that the statute inhibits, for when that occurs, the condition of servitude is created which would be not less involuntary because of the original agreement to work out the indebtedness. The contract exposes the debtor to liability for the loss due to the breach, but not to enforce labour."

and proceeded to elaborate this thesis by pointing out:

> "Peonage is sometimes classified as voluntary or involuntary, but this implies simply a difference in the mode of origin, but none in the character of the servitude. The one exists where the debtor voluntarily contracts to enter the service of his creditor. The other is forced upon the debtor by some provision of law. But peonage however created, is compulsory service, involuntary servitude. The peon can release himself therefrom, it is true, by the payment of the debt, but otherwise the service is enforced. A clear distinction exists between peonage and the voluntary performance of labour or rendering of services in payment of a debt. In the latter case the debtor though contracting to pay his indebtedness by labour or service, and subject like any other contractor to an action for damages for breach of that contract, can elect at any time to break it, and no law or force compels performance or a continuance of the service."

It is therefore clear that even if a person has contracted with another to perform service and there is consideration for such service in the shape of liquidation of debt or even remuneration he cannot be forced, by compulsion of law or otherwise, to continue to perform such service, as that would be forced labour within the inhibition of Article 23. This article strikes at every form of forced labour even if it has its origin in a contract voluntarily entered into by the person obligated to provide labour or service (vide *Pollock* v. *Williams* [322 US 4 : 88 L Ed 1095]). The reason is that it offends against human dignity to compel a person to provide labour or service to another if he does not wish to do so, even though it be in breach of the contract entered into by him. There should be no serfdom or involuntary servitude in a free democratic India which respects the

dignity of the individual and the worth of the human person. Moreover, in a country like India where there is so much poverty and unemployment and there is no equality of bargaining power, a contract of service may appear on its face voluntary but it may, in reality, be involuntary, because while entering into the contract, the employee, by reason of his economically helpless condition, may have been faced with Hobson's choice, either to starve or to submit to the exploitative terms dictated by the powerful employer. It would be a travesty of justice to hold the employee in such a case to the terms of the contract and to compel him to serve the employer even though he may not wish to do so. That would aggravate the inequality and injustice from which the employee even otherwise suffers on account of his economically disadvantaged position and lend the authority of law to the exploitation of the poor helpless employee by the economically powerful employer. Article 23 therefore says that no one shall be forced to provide labour or service against his will, even though it be under a contract of service.

14. Now the next question that arises for consideration is whether there is any breach of Article 23 when a person provides labour or service to the State or to any other person and is paid less than the minimum wage for it. It is obvious that ordinarily no one would willingly supply labour or service to another for less than the minimum wage, when he knows that under the law he is entitled to get minimum wage for the labour or service provided by him. It may therefore be legitimately presumed that when a person provides labour or service to another against receipt of remuneration which is less than the minimum wage, he is acting under the force of some compulsion which drives him to work though he is paid less than what he is entitled under law to receive. What Article 23 prohibits is "forced labour" that is labour or service which a person is forced to provide and "force" which would make such labour or service "forced labour" may arise in several ways. It may be physical force which may compel a person to provide labour or service to another or it may be force exerted through a legal provision such as a

provision for imprisonment or fine in case the employee fails to provide labour or service or it may even be compulsion arising from hunger and poverty, want and destitution. Any factor which deprives a person of a choice of alternatives and compels him to adopt one particular course of action may properly be regarded as "force" and if labour or service is compelled as a result of such "force", it would be "forced labour". Where a person is suffering from hunger or starvation, when he has no resources at all to fight disease or to feed his wife and children or even to hide their nakedness, where utter grinding poverty has broken his back and reduced him to a state of helplessness and despair and where no other employment is available to alleviate the rigour of his poverty, he would have no choice but to accept any work that comes his way, even if the remuneration offered to him is less than the minimum wage. He would be in no position to bargain with the employer; he would have to accept what is offered to him. And in doing so he would be acting not as a free agent with a choice between alternatives but under the compulsion of economic circumstances and the labour or service provided by him would be clearly "forced labour". There is no reason why the word "forced" should be read in a narrow and restricted manner so as to be confined only to physical or legal "force" particularly when the national charter, its fundamental document has promised to build a new socialist republic where there will be socio-economic justice for all and everyone shall have the right to work, to education and to adequate means of livelihood. The Constitution-makers have given us one of the most remarkable documents in history for ushering in a new socio-economic order and the Constitution which they have forged for us has a social purpose and an economic mission and therefore every word or phrase in the Constitution must be interpreted in a manner which would advance the socio-economic objective of the Constitution. It is not unoften that in a capitalist society economic circumstances exert much greater pressure on an individual in driving him to a particular course of action than physical compulsion or force of legislative provision.

> The word "force" must therefore be construed to include not only physical or legal force but also force arising from the compulsion of economic circumstances which leaves no choice of alternatives to a person in want and compels him to provide labour or service even though the remuneration received for it is less than the minimum wage. Of course, if a person provides labour or service to another against receipt of the minimum wage, it would not be possible to say that the labour or service provided by him is "forced labour" because he gets what he is entitled under law to receive. No inference can reasonably be drawn in such a case that he is forced to provide labour or service for the simple reason that he would be providing labour or service against receipt of what is lawfully payable to him just like any other person who is not under the force of any compulsion. **We are therefore of the view that where a person provides labour or service to another for remuneration which is less than the minimum wage, the labour or service provided by him clearly falls within the scope and ambit of the words "forced labour" under Article 23. Such a person would be entitled to come to the court for enforcement of his fundamental right under Article 23 by asking the court to direct payment of the minimum wage to him so that the labour or service provided by him ceases to be "forced labour" and the breach of Article 23 is remedied. It is therefore clear that when the petitioners alleged that minimum wage was not paid to the workmen employed by the contractors, the complaint was really in effect and substance a complaint against violation of the fundamental right of the workmen under Article 23.**"
>
> (Emphasis supplied)

In the light of the afore-quoted judgment of the Apex Court, the respondents/University shall take due note of the fact that, if the petitioner has been made to work without payment of salary for the entire period, such an act would amount to

'begar' as obtaining under Article 23 of the Constitution of India. Therefore, the respondents/University shall bear in mind this fact also to consider the representation, as is directed.

11. For the aforesaid reasons, the following:

ORDER

i) The writ petition stands **disposed**.

ii) The representation of the petitioner dated 28.07.2026 submitted to the respondents/University shall be considered in accordance with law. While so considering the same, the respondent/University shall bear in mind the observations made in the course of the order.

iii) While considering the petitioner's representation, the respondents/University shall bear in mind that, if the petitioner was made to discharge his duties during the period he was placed on compulsory leave without payment of salary, such an act would amount to 'begar', as obtaining under Article 23 of the Constitution of India.

iv) The representation of the petitioner shall merit consideration within eight weeks from the date of receipt of the copy of this order.

Sd/-
(M.NAGAPRASANNA)
JUDGE

JTR
CT: ASC
List No.: 1 Sl No.: 44