

*** IN THE HIGH COURT OF DELHI AT NEW DELHI**

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Date of Decision: November 22, 2012

+ CS(OS) 1066/2010

M/S. OVERNITE EXPRESS LIMITED

..... Plaintiff

Through:

Mr. Rajesh Gogna, Adv.

versus

M/S. OVERNITE EXPRESS KARAMCHARI

UNION (REGD.) & ORS.

..... Defendants

Through:

None.

CORAM:

HON'BLE MR. JUSTICE V.K.JAIN

JUDGMENT

V.K.JAIN, J. (ORAL)

1. This is a suit for permanent injunction. Defendant No.1 is a Union of the employees of the plaintiff Company and defendants No.2 & 3 are its President and General Secretary respectively. There have been demands by the defendants claiming extra travelling allowance and benefits for the employees of the plaintiff Company. Those demands were not met and the dispute raised by the defendants was dismissed by the Industrial Tribunal vide order dated 12th August, 2008. It is alleged in the plaint that the defendants got frustrated on account of dismissal of the industrial dispute raised by them and started threatening and intimidating the officers of the plaintiff Company. They also threatened to stop the working of the

Company and disrupt movement of the documents and parcels. On 20th May, 2010, the plaintiff received a notice dated 18th May, 2010 from the defendants whereby they threatened to hold demonstration at the corporate office and regional office of the plaintiff Company in case their demands were not met.

It is alleged that on 20th May, 2010, at about 4.30 PM, the office bearers of the defendant Union along with a large number of employees gathered at the corporate office of the plaintiff Company, handed over the notice dated 18th May, 2010 and threatened to hold demonstration at various offices of the plaintiff Company. It is further alleged that those office bearers and employees started shouting abusive and threatening slogans. The plaintiff has sought injunction restraining the defendants from holding dharna or demonstration within a radius of 100 meters from the gate of its various offices as well as the residences of its managerial staff. They have also sought injunction restraining the defendants from interfering in the peaceful working of the plaintiff Company and obstructing ingress and egress of men and material. Yet another injunction sought by the plaintiff is restraining defendant No.1 Union, its members, office bearers and sympathizers etc. from threatening and intimidating its managerial staff or any other workers or employees.

2. No written statement was filed though it appears that an advance copy was supplied to the learned counsel for the plaintiff who filed replication on 18th

November, 2010. The defendants were proceeded ex-parte vide order dated 18th March, 2011.

3. The plaintiff has examined one witness Mr. Yash Pal Sharma by way of ex-parte evidence. In his affidavit by way of evidence, Mr. Yash Pal Sharma has supported, on oath, the case set out in the plaint and has stated that on 20th May, 2010, at about 4.30 PM, the office bearers of the defendant Union along with 80-90 employees of the plaintiff Company gathered at the corporate office of the plaintiff Company, handed over the notice Ex.PW-1/5 and threatened to hold demonstration at various offices of the plaintiff Company. He has further stated that just after handing over the demand notice, the office bearers of the Union and the members of the defendant started shouting abusive and threatening slogan right at the main entrance of the corporate office of the plaintiff Company situated at 110099-C, East Park Road, Karol Bagh, New Delhi. He has further stated that this slogan shouting continued for 25 to 30 minutes and during this period, no one was allowed to enter into the corporate office. The employees who were working in the corporate office were also threatened by the office bearers of the Union to stop work and join the demonstration. He has further stated that when the Manager Personnel of the plaintiff Company requested them not to disturb the functioning of the Company, he was threatened and defendants No.2 & 3 openly declared that they do not care for the order of the Court and would stage demonstration at the premises of the

plaintiff Company as well as at its regional and branch office situated all over Delhi.

4. Ex. PW-1/5 is the notice dated 3rd February, 2010 sent by defendant No.1 Union to the plaintiff Company through defendant No.3 – Mr. Mahender Safi. Vide this notice, the defendants raised a number of demands including increment of 60% of salary, house rent allowances at Rs.2,000/- per month.

Ex.PW-1/3 is the notice dated 18th May, 2010 sent by defendant No.1 to the plaintiff through Mr. Mahender Safi. It is stated in the letter that the plaintiff Company had not taken steps to meet the demands of Union and, therefore, the members of the Union had decided to hold demonstration/dhrana with effect from 21st May, 2010 at the Head Office, regional office and various branches of the plaintiff.

Ex.PW-1/6 is the complaint made by Shri Yash Pal Sharma to the SHO, Police Station Karol Bagh, stating therein that on 20th May, 2010, the office bearers and members of the Union staged a demonstration inside the office premises situated at Overnite House, C, East Park Road, Karol Bagh, New Delhi, wherein abusive and threatening slogans were raised and the employees were intimidated. The SHO was accordingly requested to take necessary steps to stop them from staging the demonstration within the premises of the Company or within the range of 25 meters from the outer gates of the Company.

5. It would be seen from a perusal of the notice dated 18th May, 2010 that the defendants gave open threat to hold demonstration/dharna at the Head Office as well as various branch offices of the plaintiff company. The complaint made by Shri Yash Pal Sharma to SHO, Police Station Karol Bagh shows that during the demonstration, actually held inside the office premises of the plaintiff on 20th May, 2010 the workers raised abusive and threatening slogans and intimidated other employees.

6. It is well known that tempers run high when demonstrations of such nature are organized by a union of workers. It becomes really difficult to control the mob and there is a serious apprehension of breach of peace and law and order in case such demonstrations/dharnas are allowed to be held in the vicinity of the factory where the workers are employed. The property of the employer is usually made a target during such demonstrations. The visitors and the employees who do not support such demonstrations are also targeted and manhandled, in order to prevent them from entering to premises of its employer. The obvious purpose is to put pressure on to employer, by resort to unlawful and violent means, to give in to demand of the Union. There is a strong likelihood of the property being damaged, the visitors and those employees who do not side with the Union being manhandled and obstructed during their ingress to and egress from the premises of the employer, if such unlawful activities are allowed to be undertaken. In fact the

business of the employer and functioning of its office and factory may come to a standstill, unless appropriate preventive directions are issued to a Union taking recourse to such methods. The personal safety of the visitors, managers and other workers may also be in jeopardy unless unlawful activities of this nature are appropriately curbed.

7. For the reasons stated hereinabove, the defendants No.1 to 3 are hereby restrained from holding any dharna, demonstration, gherao, etc. and shouting any slogans etc. within the radius of 100 meters from the gate of the office premises of the plaintiff situated at Overnite House, C, East Park Road, Karol Bagh, New Delhi and regional office at A-221, Gali No.6, Mahipal Pur, New Delhi and also at A-74, Gali No.2 Mahipal Pur Extension, New Delhi. They are further restrained from preventing ingress to or egress from the above referred premises in any manner. They will also not obstruct any employee or any visitor from entering any of these premises or coming out of them.

Decree Sheet be drawn accordingly.

In the facts and circumstances of the case, there is no order as to costs.

V.K. JAIN, J

NOVEMBER 22, 2012
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