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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ CS(OS) No. 570/2015, IA No.9133/2016 (u/O 39 R-2A CPC), IA No.4311/2015 (u/O 39 R-1&2 CPC) & IA No.694/2016 (u/O 6 R-17 CPC).

DHL EXPRESS (INDIA) PVT LTD Plaintiff
Through: Mr. Rajiv Tyagi, Mr. Divakar Kumar,
Mr. Rajendra Prasad and Mr.
Gyanendra Sharma, Advs.

Versus

DHL EMPLOYEES UNION Defendant
Through: Ms. Meenakshi, Adv. for D-2 to 13 &
D-15 to 27.

CORAM:
HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

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05.08.2016

1. The plaintiff instituted this suit to restrain the defendant no.1, being a Union of the employees of the plaintiff, and the defendants no.2 to 13 and 15 to 27, being the employees of the plaintiff, from hampering, obstructing, interfering or disturbing the operations at the plaintiff's offices and service centres in Delhi and from organising or holding *dharnas* at the plaintiff's offices and service centres or threatening or instigating other employees from working or reporting for duty and/or from preventing the other employees from performing their duties for the plaintiff and for ancillary reliefs.

2. The suit was entertained and vide *ex parte ad interim* order dated 2nd March, 2015 and which continues to be in force, the defendants were restrained from obstructing, interfering or disturbing the operations of the plaintiff's offices and service centres in Delhi and from organising or

holding *dharnas* at plaintiff's offices or service centres and/or from preventing any other employees from performing their duties for the plaintiff.

3. The plaintiff has filed IA No.694/2016 for amendment of the plaint to enhance the valuation of this suit for the purposes of pecuniary jurisdiction so as to keep the suit in this Court notwithstanding the enhancement of the minimum pecuniary jurisdiction of this Court.

4. The matter came up before this Court yesterday when it was felt that considering the nature of the relief claimed in the suit, no purpose would be served in keeping the suit pending. Accordingly the suit was posted for today.

5. The counsel for the defendants no.1 to 13 and 15 to 27 states that the question whether this Court can allow such amendment as has been sought by the plaintiff or not is pending before the Full Bench.

6. Undoubtedly so but the said judgment is not to be awaited and this suit kept pending, especially when there is otherwise no impediment to the disposal of the suit.

7. The counsel for the plaintiff on behalf of the plaintiff undertakes to this Court to within two weeks deposit the deficient court fees in this Court.

8. Accepting the aforesaid undertaking and binding the plaintiff thereto, IA No.694/2016 is allowed.

9. The defendants, being the employees of the plaintiff and the Union of the said employees, cannot on the one hand be denied their right of holding *dharnas* and/or of protesting for their demands against the plaintiff to be met but cannot on the other hand be permitted to take the law onto their own

hands and/or to obstruct in any manner the work at the offices and service centres of the plaintiff and/or to affect the business of the plaintiff.

10. According to the plaintiff, the offices/service centres of the plaintiff are at the following addresses:-

1. D1, G14 Ashirwad Complex, Green Park Main, New Delhi
2. Shop No-112, 1St Floor, DDA Commercial Complex, Rajendra Bhawan, Rajendra Place, New Delhi
3. 71/3 Najafgarh Industrial Estate, Rama Road, New Delhi
4. 40, Okhla Industrial Estate, Phase-3, Behind Modi Flour Mill, New Delhi-110020,
5. Shop No 13, DDA Market, Vasant Enclave, New Delhi
6. UG-23, Upper Ground Floor, Jaina Tower-1, Janakpuri District Centre, Janakpuri, New Delhi
7. Shop No-115, 1St Floor, Plot No. B09, Twin Tower, Netaji Subash Palace, Pitampura, Ring Road, New Delhi
8. Shop No. 6, Savitri Cinema, Ground Floor, Near Wine Shop, Savitri Complex, Greater Kailash II, New Delhi
9. Shop No-G 12, Ground Floor, Pankaj Chambers, Plot No 3, Community Centre, Preet Vihar, New Delhi
10. UG 3, Mohta Bldg, Bhikaiji Cama Place, New Delhi
11. Ground Floor, Vandana Building, 11 Tolstoy Marg, New Delhi
12. 47-48, G5, Pragati House, Near Satyam Cine Complex, Nehru Place, New Delhi
13. A-23, Vishal Enclave, Rajouri Garden, New Delhi
14. Shop No 2, G-7 Gaurav Apartment, Saket, New Delhi
15. A-6, Ring Road, South-Extension-1, Next To Haldiram, New Delhi
16. A-1, Main Aurobindo Road, Hauz Khas, New Delhi

17. Shop No G03, Ground Floor, Hl Square, Plot No-6, Sector-5, Dwarka, New Dehi-110075
18. Capital Trust House; 47 Community Centre, New Friends Colony, Mathura Road, New Delhi
19. Shop No-6, B157, Gujranwala Town-1, Opp. Model Town Part
20. Vasant Lok, IOC Petrol Pump, Munirka Marg, Vasant Vihar, New Delhi.
21. Kalkaji, Opp. Nehru Place Bus Terminal, Next To Bhairav Mandir, Indian Oil Petrol Pump, New Delhi

and the names and address of the prominent customers of the plaintiff are as under:-

S. No	Name	Address
1.	Sony India Private Limited	A 31, Mohan Co-operative Industrial Estate, Mathura Road, New Delhi-110044
2.	Utility Forms Private Limited	B-1/A-23 Mathura Road, New Delhi-110044
3.	Wipro Limited	A-23, Mohan Co-operative Industrial Estate, New Delhi-110044
4.	Hyundai Motor (I) Limited-Exports	5th & 6 th Floor, Corporate One, (Baani Building), Plot No. 5, Commercial Center, Jasola, New Delhi-110025.
5.	ITDL	No. 1223 & 1224, 12th floor, DLF Tower B, Jasola, New Delhi-110025
6.	Punjab National Bank	Okhla Branch, NSIC Bhawan, New Delhi-110020
7.	Gaura Handicraft And Exports	152/10, Jamia Sahkari Bank Building, Sarai Julaina, Okhla Road, New Delhi-110025
8.	Canara Bank	269-270, Fruits & Vegetables Market,
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		Okhla Mandi, Okhla Industrial Estate, New Delhi-110020
9.	Marubeni India Private Limited	5th Floor, Lotus Tower, New Friends Colony, New Delhi-110020
10.	VRS Food	No. B1 & B2, Meera Tower, Old Ishwar Nagar, New Delhi-110065
11.	Indian Overseas Bank	A-19 & 22, 1 st Floor, Moolchand Shopping Complex, New Delhi-110024
12.	TERI (Tata Energy Research Institute)	No. Core 6 C, Lobby floor, Darbari Seth Block, India Habitat Centre, Lodhi Road, New Delhi -110003
13.	UNICEF	No. 73, Lodhi Estate, Near India International Centre, New Delhi-110003
14.	Oberoi Hotel	Lodhi Road, New Delhi-110003
15.	India Arts Place	33, Sunder Nagar, New Delhi-110003
16.	Mohan Exports Limited	7 - 9, Zamrudpur Commercial Complex, New Delhi -110048
17.	Jammu & Kashmir Bank Limited	A 17, Ring Road, Lajpat Nagar - IV, New Delhi-110024
18.	Interocean Shipping (I) Private Limited.	75, Link Road, Lajpat Nagar -III, New Delhi-110024
19.	Indian Beautiful Art	93, Amrit Puri, 1 st Floor, Main Road, Garhi, Opp. ISKCON Temple, New Delhi-110065
20.	Libbas B2B	373, 2nd Floor, Sant Nagar, Near East of Kailash, New Delhi- 110065
21.	ICICI Bank	59, Nehru Place, New Delhi-110019
22.	Bank Of Baroda	Madhuban building, 55, Nehru Place, New Delhi-110019
23.	Barclays Bank	1st Floor, Eros Corporate Towers, Nehru Place, New Delhi-110019
24.	H & M	211, Okhla Industrial Estate, Phase 3, New Delhi-110020
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25.	UA India Sourcing	Level 6th Incube Business Centre, 18, Nehru Place, New Delhi-110019
26.	Radnik Exports	12, Osian Bldg. 4th Floor, Nehru Place, New Delhi-110019
27.	VFS Global Private Limited	S-2 Level Upper Ground Floor, International Trade Tower, New Delhi-110019
28.	IDP Education India Private Limited	610-616, 6th Floor, International Trade Tower, New Delhi-110019
29.	N & N Chopra Consultants Private Limited	8th Floor, Chiranjeev Tower, 43, Nehru Place, New Delhi-110019
30.	Study Overseas Global Private Limited.	S-2 Level Block E, International Trade Tower, Nehru Place, New Delhi-110019
31.	Kotak Mahindra Bank	Ground Floor, 1, 2, 3, 4, Deenar Bhavan, 44, Nehru Place, New Delhi-110019
32.	Engineers India Limited	1, Bhikaiji Cama Place, R.K. Puram, New Delhi-110066
33.	Syndicate Bank	B-12, G.F., Green Park Extension, New Delhi-110016
34.	Saw Pipes Limited.	12, Jindal Centre, Bhikaiji Cama Place, New Delhi-110066
35.	JSL Stainless Limited	301, 3rd Floor, Bhikaiji Cama Bhavan, New Delhi-110066
36.	Canara Bank	A - 27, 2nd Floor, Hauz Khas, New Delhi -110016
37.	Adventure India	B - 70, Shivalik, Malviya Nagar, New Delhi-110017
38.	Canara Bank	9, Community Centre, Gulmohar Enclave, New Delhi-110049
39.	Lubhani Overseas	#253A/3B, F.F., Shahpur Jat, near Panchsheel Park Commercial Complex, New Delhi-110049
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41.	BPS Overseas Private Limited.	BPS House, M - 161, Community Centre, Gulmohar Enclave, New Delhi-110049
42.	ATC	220, Gulmohar Enclave, New Delhi-110049
43.	American Embassy [AMC]	Chandragupta Marg, Chanakyapuri, New Delhi-110021
44.	Ministry of Overseas Indian Affairs	921, Akbar Bhavan, Chanakyapuri, New Delhi-110021
45.	Lall & Sethi Advocates	D - 17-A, South Ex. Part – 2, South Extension, New Delhi-110049
46.	British High Commission [Procurment Unit]	Chanakyapuri, Shanti Path, New Delhi-110021
47.	Yes Bank Limited	D – 12, South Extension - II, New Delhi-110049
48.	Canadian High Commission / Immigrations	7 - 8, Shanti Path, Chankayapuri, New Delhi-110021
49.	Eads India Private Limited.	Teri University Campus, Plot N, Vasant Kunj, Institutional Area, New Delhi -110070
50.	Maruti International Marketing Division	Aravali Crescent, Plot No.1, S.F. Nelson Mandela Road, New Delhi-110067
52.	Tanishi Crafts	4001, Pocket D-4, Opp. Fortis Hospital, Vasant Kunj, New Delhi-110070
53.	Varsha Associates	#7,Park Lane, Farm#9, Jilla Singh Farm, Church Road, Vasant Kunj, New Delhi -110070
54.	TCNS Limited	6, Community Centre, 2nd Floor, Saket, New Delhi-110017
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55.	Nippon Steel & Sumitomo Metal (I) Private Limited	404-407, 4th Floor, DLF South District Center Saket, New Delhi-110017.
56.	Gap International	No. 201 2nd floor, South Court, District Centre Saket, New Delhi-110017.
57.	Jaypore e-commerce Private Limited	1st Floor, Lane #5, Westend Marg Saidulajab, New Delhi-110030.
58.	IRCON International Limited	C-4, District Centre, Saket, New Delhi-110017.
59.	IGNOU	Maidan Garhi, New Delhi-110068.
60.	Corporation Bank	M - 3 & 4, Greater Kailash -II, New Delhi-110048.
61.	Punjab National Bank	Nehru Enclave Branch, Near Nehru Place, New Delhi-110019.
62.	Utsav Fashion Private Limited.	D - 3 Okhla Industrial Area, Phase 1, New Delhi-110020.
63.	Elbee Marketing	7/15, Ground Floor, Kalkaji Extn. , New Delhi-110019.
64.	Paramount Products	A - 55, Okhla Industrial Estate, Phase II, New Delhi-110020.
65.	Sonu Exim	B-5/3, Okhla Industrial Area, Phase - II, New Delhi-110020.
66.	SMS Exports	W-8, Okhla Industrial Area Phase - II, New Delhi-110020.
67.	Radnik Exports	B - 22, Okhla Industrial Area, Phase - II, New Delhi-110020.
68.	3DM Luxury	A - 80, Okhla Industrial Area Phase 2, New Delhi-110020.
69.	Pal Enterprises	A - 265, Okhla Industrial Area, Phase - I, New Delhi-110020.
70.	Punihani International	B - 114, Okhla Industrial Area, Phase-1, New Delhi- 110020
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71.	Arícia India International Private Limited	A - 40, Okhla Industrial Area, Phase I, New Delhi-110020.
72.	Pahwa International	F - 29 Okhla Industrial Area Phase 1, New Delhi-110020.
73.	Fabindia Overseas Private Limited.	B – 125, Okhla Industrial Area Phase I, New Delhi-110020.
74.	Bhartiya International	E - 52, New Manglapuri, Mandi Road, New Delhi-110030.
75.	Delta Exports (India)	293, Dhanmill Road, Chhattarpur Hills, New Delhi-110030.
76.	CIE Limited	365 Sultanpur, New Delhi-110030.
77.	Tabla Sitar Musicals	Flat No 1, 3rd Floor, C 60 Rose Apartments, Chhattarpur Enclave, Ph-II, New Delhi-110074.
78.	Amira Foods (I) Limited.	54, Prakriti Marg, Sultanpur Mehrauli, New Delhi-110030.
79.	Alchem International	201, Empire Plaza, M.G. Road Sultanpur, New Delhi-110030.
80.	Legend International Private Limited	Khasra No. 384/2, Plot No. 2, 1st Floor, 100 Ft Road, Village Ghitorni, New Delhi-110030.
81.	Sanskriti India	P - 12, Pandav Nagar, Mayur Vihar Phase-1, New Delhi-110091.
82.	Kotak Mahindra Bank Limited./ Avon Solutions Private Limited	Room No 711, 7th Floor, Roots Tower Laxmi Nagar Vikas Marg, New Delhi-110092.
83.	R Brother Export Import Private Limited	WB 97/B Shakarpur, New Delhi – 110092.
84.	Natures -Natural India	3/3, 3rd Floor, Shiv Shakti Complex, East Vinod Nagar, New Delhi-110091
85.	GE Capital	Ground floor, Delhi IT Park, Shastri Park, New Delhi-110053.
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86.	CBS Publishers	204 Patparganj Industrial Area, New Delhi -110092.
87.	Birbal International	321 F.I.E. Patparganj Indl Estate, Patparganj, New Delhi-110092.
88.	UDN Book	Plot Number 98, 1st Floor, F.I.E. , New Delhi-110092.

11. The counsel for the plaintiff states that besides restraining the defendants from demonstrating at the aforesaid addresses, the defendants be also restrained from, without engaging in dialogue with the plaintiff demonstrating against the plaintiff at Jantar Mantar, New Delhi. It is stated that such demonstration at a public place harms the reputation and image of the plaintiff.

12. I have enquired from the counsel for the plaintiff, whether not the same will tantamount to a blanket injunction against the employees from demonstrating for their rights in as much as there will be no parameter for determining whether the employees have resorted to demonstration without engaging in dialogue with the plaintiff or after having attempted so. Such ambiguous and incongruous injunctions cannot be granted by the Court.

13. A right to demonstrate and protest has in ***Kameshwar Prasad Vs. The State of Bihar*** AIR 1962 SC 1166 been held to fall within the freedoms guaranteed by Article 19 (1) (a) & (b) of the Constitution of India and is an important right of the workers/employees against their Management and the same cannot be taken away. Reference if any required can be made to plethora of case law described in ***Delhi Stock Exchange Association Ltd. Vs. Delhi Stock Exchange Karamchari Union*** MANU/DE/1380/2000 and ***Vidya Sagar Institute of Mental Health Vs. Vidya Sagar Hospital***

Employees Union 124 (2005) DLT 640. The Government itself has earmarked an area at Jantar Mantar for such protests and the plaintiff cannot take away such right of its workmen/employees.

14. The counsel for the plaintiff then states that though the defendants may hold *dharnas* at Jantar Mantar but without using the name of the plaintiff. It is contended that such *dharnas* by the workers of the plaintiff defame the plaintiff and shake the public confidence in the plaintiff's management.

15. I am afraid, the plaintiff cannot be permitted to take the sting out of the *dharnas* and demonstrations by seeking such an order from this Court. What good will the *dharnas* and demonstration be if the name of the plaintiff is not permitted to be used. Such arguments and attempts of the plaintiff demonstrate that the plaintiff is not following good Human Resource (HR) practices and is intending to strangle its workmen/employees by taking away their fundamental right. The plaintiff cannot in law be entitled to the said relief.

16. Though to balance the two rights, the Courts ordinarily fix a distance from the premises of the employer within which the workmen cannot demonstrate but since the injunction sought by the plaintiff is with respect to a large number of addresses and fixing any such distance may again result in a total injunction, taking away the right of the workmen/employees owing to the location not permitting the distance if any to be so fixed being maintained, it is deemed appropriate to while finally decreeing this suit direct that the defendants will not demonstrate/protest within a reasonable distance from the premises aforesaid and reasonableness of which distance

shall be measured having regard to the entry/exit from the respective premises and/or the degree of disturbance.

17. The suit is accordingly decreed in favour of the plaintiff and against the defendants in terms of prayer paragraph (a) to (c) of the suit plaint but with the clarification that the injunction would be only from demonstrating or holding *dharnas* within a reasonable distance from each of the premises aforesaid having regard to the aforesaid factors.

18. The parties are left to bear their own costs.

19. Decree sheet be prepared.

20. The counsel for the defendants at this stage states that she is not appearing for the defendant no.1 Union.

21. On further enquiry it is informed that the defendants no.2 to 27 excluding defendant no.14, though members of the defendant no.1 Union, are not office bearers of the defendant no.1 Union.

22. The counsel for the plaintiff states that the written statement is common for the said defendants as well as defendant no.1.

23. A perusal of the order sheet shows that the defendant no.1 was served and the counsel today appearing for the other defendants was earlier appearing for the defendant no.1 as well.

24. If the plaintiff does not deposit the court fees as undertaken, the file be put up before this Court.

RAJIV SAHAI ENDLAW, J.

AUGUST 05, 2016

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