

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 10TH DAY OF JULY, 2026

PRESENT

THE HON'BLE MRS. JUSTICE ANU SIVARAMAN

AND

THE HON'BLE MR. JUSTICE VENKATESH NAIK T

WRIT APPEAL NO.495 OF 2021 (L-RES)

BETWEEN:

1. BHARATH ELECTRONICS LTD.
(A GOVT. OF INDIA ENTERPRISES
MINISTRY OF DEFENCE)
JALAHALLI POST
BENGALURU-560 013
REPRESENTED BY ITS MANAGING DIRECTOR
NOW REPRESENTED BY GENERAL MANAGER (HR)
2. THE MANAGER
(PERSONNEL/CENTRAL)
BHARATH ELECTRONICS LTD.
(A GOVT. OF INDIA ENTERPRISES
MINSITRY OF DEFENCE)
JALAHALLI POST
BENGALURU-560 013
NOW REPRESENTED BY MANAGER
HR/CENTRAL/ A & F/CMS

...APPELLANTS

(BY SRI. PRADEEP S. SAWKAR, ADVOCATE)

Digitally
signed by
PAVITHRA
Location:
High Court
of Karnataka

AND:

1. SRI GURURAJ R
S/O A K RAICHUR
AGED ABOUT 45 YEARS
STAFF NO.213272
NO.NA122
BEL COLONY
JALAHALLI POST
BENGALURU-560 013
2. SRI JAYASHANKAR B. MOGER
S/O BALINDRA G. MOGER
AGED ABOUT 43 YEARS
STAFF NO.213306
NO.NA-330
BEL COLONY
JALAHALLI POST
BENGALURU-560 013
3. SRI RAJESHA S. M.
S/O MALLIKARJUNAPPA
AGED ABOUT 38 YEARS
STAFF NO.213228
NO.NA-293
BEL COLONY
JALAHALLI POST
BENGALURU-560 013
4. SRI RAMESH KUMAR P.
S/O M. PRAKASH
AGED ABOUT 42 YEARS
STAFF NO.213240
NEAR GAYATHRI TEMPLE
KUPPUSWAMY MUDALIAR
L O, BANGARPET-563 114

5. SRI RAJESH KUMAR R.
S/O RAMACHANDRAN R.
AGED ABOUT 35 YEARS
STAFF NO.213239
NO.98 NEAR GANGAMMA TEMPLE
JALAHALLI POST
BENGALURU-560 013
6. SRI SATISH KUMAR S.
S/O SHANMUGAM C.
AGED ABOUT 38 YEARS
STAFF NO.213253
NO.NA 358
BEL COLONY
JALAHALLI POST
BENGALURU-560 013
7. SRI ANIL KUMAR H. P.
S/O PRAKASH H. R.
AGED ABOUT 38 YEARS
STAFF NO.213262
NO.B-141, BEL COLONY
JALAHALLI POST
BENGALURU-560 013
8. SRI RAGHU B.
S/O BEERAPPA
AGED ABOUT 38 YEARS
STAFF NO.213254
NO.3, 1ST CROSS
ANUBHAVA NAGAR
NAGARABHAVI MAIN ROAD
BENGALURU-560 072
9. SRI SURESH KUMAR G.
S/O GANAPATHY S.
AGED ABOUT 38 YEARS
STAFF NO.213231, NO.9

UMA NILAYAM
12TH 'D' CROSS
II MAIN
AMARAVATHI NAGAR
BANGARPET-563 114

10. SRI MANJUNATHA K.
S/O KALYANA GOWDA
AGED ABOUT 37 YEARS
STAFF NO.213259
NO.156
SANNAKKI BAYALU
VRUSHABAVATHI NAGAR
KAMAKSHIPALYA
BENGALURU-560 079
11. SRI.NAGESHA S. S.
S/O SUBBANNA S. R.
AGED ABOUT 36 YEARS
STAFF NO.213256
NO.NA-206
BEL COLONY
JALAHALLI POST
BENGALURU-560 013.
12. SRI CHIDAMBARA R.
S/O RAMAKRISHNAIAH PATEL
AGED ABOUT 40 YEARS
STAFF NO.213273
NO.B 04
BEL COLONY
JALAHALLI POST
BENGALURU-560 013.
13. SRI.RAGHAVENDRA S. VERNEKAR
S/O SHRIKANTH VARNEKAR
AGED ABOUT 40 YEARS
STAFF NO.213304
NO. NA-165

BEL COLONY
JALAHALI POST
BENGALURU -560 013

14. ROHINI R. P.
D/O PUTTARAJU
AGED ABOUT 35 YEARS
STAFF NO.213227
NO.M-21
3RD FLOOR
3RD MAIN ROAD
8TH CROSS
L. N. PURAM
BENGALURU-560 021.
15. SRI RAGHAVENDRA H. M.
S/O MAHARUDRAPPA H.
AGED ABOUT 42 YEARS
STAFF NO.213248
NO.NA 258
BEL COLONY
JALAHALLI POST
BENGALURU-560 013
16. MAMATHA V.
D/O VENKATAPPA Y. C.
AGED ABOUT 37 YEARS
STAFF NO.213232
NO.NA-291
BEL COLONY
JALAHALLI POST
BENGALURU-560 013
17. VIMALA Y.
W/O VIJAY KUMAR H. M.
AGED ABOUT 36 YEARS
STAFF NO.213279
NO.26,
9TH 'A' CROSS

BASAVESHWARNAGAR
NEAR GARDEN VILLAS
NAGARBHAVI ROAD
BENGALURU-560 072

18. CHETHANA S. R.
S/O RAMACHANDRA SETTY
AGED ABOUT 35 YEARS
STAFF NO.213276
NO.B-19
BEL COLONY
JALAHALLI POST
BENGALURU-560 013
19. SRI YALLALINGA
S/O AMBARAYA
AGED ABOUT 37 YEARS
STAF NO.213242
NO.B-10
BEL COLONY
JALAHALLI POST
BENGALURU-560 013
20. SRI SELVA KUMAR M.
S/O MANI P. T.
AGED ABOUT 38 YEARS
STAFF NO.213257
NO.B-07
BEL COLONY
JALAHALLI POST
BENGALURU-560 013
21. POORNIMA B. R.
D/O RAMACHAR B. P.
AGED ABOUT 36 YEARS
STAFF NO.213265
NO.B-114
BEL COLONY
JALAHALLI POST

BENGALURU-560 013

22. SWETHA B. N.
W/O NAGENDRA SWAMY B. N.
AGED ABOUT 36 YEARS
STAFF NO.213247
NO.150
BASAVESHWARA NILAYA
11TH CROSS
3RD MAIN
BAPUJI NAGAR
MYSURU ROAD
BENGALURU-560 026
23. SRI CHANDRASEKHARA REDDY G.
S/O VENKATARAMANA REDDY
AGED ABOUT 39 YEARS
STAFF NO.213263
NO.NA 204
BEL COLONY
JALAHALLI POST
BENGALURU-560 013
24. SRI ALI HUSSAIN
S/O BABU MIYA
AGED ABOUT 36 YEARS
STAFF NO.213251
NO.B-138
BEL COLONY
JALAHALLI POST
BENGALURU-560 013
25. MAHESHWARI D.
W/O SHRIKANTH S.
AGED ABOUT 34 YEARS
STAFF NO.213244
NO.8/D,
1ST MAIN ROAD
BRINDAVAN NAGAR

BENGALURU-560 013

26. DEEPA D.
D/O DHANASINGH
AGED ABOUT 36 YEARS
STAFF NO.213235
NO.1632
ESWARI NILAYAM
BEML LAYOUT
R R NAGAR
BENGALURU-560 098
27. SRI GIRISH KUMAR K. A.
S/O KRISHNAMURTHY A. K.
AGED ABOUT 37 YEARS
STAFF NO.213237
NO.237
GURUDUTTA LAYOUT
HOSAKEREHALI
BENGALURU-560 085
28. SRI APPAJI C.
S/O CHANNAIAH
AGED ABOUT 38 YEARS
STAFF NO.213275
NO.B-120
BEL COLONY
JALAHALLI POST
BENGALURU-560 013
29. SRI MANU Y. N.
S/O NARAYANA S. N.
AGED ABOUT 34 YEARS
STAFF NO.213252
VASUNDARA
NO.64
LAST A CR RD
BYATARAYANAPURA NEW EXTN.
GEF POST

BENGALURU-560 026

30. SRI KRISHNA L.
S/O LAKSHMAPPA
AGED ABOUT 37 YEARS
STAFF NO.213307
NO.70/B
BRINDAVAN NAGAR
THAVAREKERE DRL (P)
BENGALURU-560 029
31. SRI VIJAYA KUMARA V
S/O VAIRAMUDI
AGED ABOUT 35 YEARS
STAFF NO. 213280
NO.NA-538
BEL COLONY
JALAHALLI POST
BENGALURU-560 013
32. PADMAVATHI K.
W/O M. V. SREENIVASA MURTHY
AGED ABOUT 44 YEARS
STAFF NO. 213249
NO.B-31
BEL COLONY
JALAHALLI POST
BENGALURU -560 013
33. SRI GANGADHAR BADDI
S/O SIDDAPPA G. BADDI
AGED ABOUT 35 YEARS
STAFF NO.213268
NO.B-59
BEL COLONY
JALAHALLI POST
BENGALURU-560 013

34. SRI KULDEEP SINGH RANA P.
S/O PREM SINGH RANA
AGED ABOUT 35 YEARS
STAFF NO.213277, NO.7
SRI RAMA REDDY BLDG
BHAVANI ROAD
HEBBAGODI
BENGALURU-560 099
35. SUDHA R
D/O ELUMALAI
AGED ABOUT 35 YEARS
STAFF NO.213236
NO.NA 542
BEL COLONY
BEL NAGALAND CIRCLE
JALAHALLI POST
BENGALURU-560 013
36. SRI ARUN KUMAR N.
S/O K. NAGARAJU
AGED ABOUT 39 YEARS
STAFF NO.213278, NO.3
9TH MAIN
CHENNIGAPPA
L/O, KAMAKSHIPALYA
BENGALURU-560 079
37. SRI CHANDYA NAYAK L.
S/O SAKRA NAIK
AGED ABOUT 40 YEARS
STAFF NO.213274
NO.NA 455
BEL COLONY
JALAHALLI POST
BENGALURU-560 013
38. SRI MAHESH N. S.
S/O SUDHAKAR

AGED ABOUT 33 YEARS
STAFF NO.213271
NO.38
OM SHIVASHAKTHI NAGAR
1ST CROSS
KONANAKUNTE POST
BENGALURU-560 062

39. SRI SANTHOSH KUMAR S. S.
S/O SHIVANNA
AGED ABOUT 34 YEARS
STAFF NO.231264
NO.B-36
BEL COLONY
JALAHALLI POST
BENGALURU-560 013

40. SRI SRINIVASA T. N.
S/O T. G. NAGARAJA RAO
AGED ABOUT 36 YEARS
STAFF NO.213234
NO.NA-110
BEL COLONY
JALAHALLI POST
BENGALURU-560 013

41. GODAVARI BAI
D/O JAIRAJ BAI
AGED ABOUT 35 YEARS
STAFF NO.213245
NO.NA-785
BEL COLONY
JALAHALLI POST
BENGALURU-560 013

42. SRI MANJUANATHA K.
S/O KRISHNAPPA R.
AGED ABOUT 42 YEARS
STAFF NO.213270. NO.32/2

2ND CROSS
BEHIND VINAYAKA TEMPLE
MADIWALA
BENGALURU-560 068

43. SRI UMESH B. G.
S/O LATE T. GOVINDA NAYAKA
AGED ABOUT 41 YEARS
STAFF NO.213243
NO.7, 2ND MAIN
3RD CROSS
BHOVI COLONY
RMV 2ND STAGE
NAGASHETTY HALLI
BENGALURU-560 094

44. SRI SHESHADRI N.
S/O P. N. NARAYANAPPA
AGED ABOUT 42 YEARS
STAFF NO.213255
NO.NA 818
BEL COLONY
JALAHALLI POST
BENGALURU-560 013

45. SRI SRIKRISHNA M. A.
S/O ADIVAIAH
AGED ABOUT 47 YEARS
STAFF NO.213305
NO.159/2, 4TH BLOCK
BYRAPPA GARDEN
R. C. PURAM
BENGALURU-560 013

46. SRI UMAKANTHA B.
S/O RAMANNAY NAYAK
AGED ABOUT 37 YEARS
STAFF NO.213233
NO.B-61

BEL COLONY
JALAHALLI POST
BENGALURU-560 013

47. SRI MOHAMMAD IMRAN
S/O ABDUL MUZEEB
AGED ABOUT 35 YEARS
STAFF NO.213258
NO.NA 32
BEL COLONY
JALAHALLI POST
BENGALURU-560 013
48. SRI KENCHAPPA T. @ VINAYAKA
S/O THIRUKAPPA T.
AGED ABOUT 40 YEARS
STAFF NO.213261
NO.NA 489
BEL COLONY
JALAHALLI POST
BENGALURU-560 013
49. SRI SRINIVASA M.
S/O MUNISWAMY M.
AGED ABOUT 35 YEARS
STAFF NO.213308
NO. NA - 331
BEL COLONY
JALAHALLI POST
BENGALURU-560 013
50. SMT. THARA V.
W/O SRIKANTAPRASAD G.
AGED ABOUT 33 YEARS
STAFF NO.213230
NO.6/2, 6TH CROSS
SIRSI ROAD
CHAMARAJPETE
BENGALURU-18

51. SRI CHIDANANDA M. C.
S/O CHANDRAIAH N.
AGED ABOUT 39 YEARS
STAFF NO.213309
NO.B-09
BEL COLONY
JALAHALLI POST
BENGALURU-560 013
52. SRI. RANGASWAMY K.
S/O KARIYAPPA
AGED ABOUT 35 YEARS
STAFF NO.213260
NO.NA-103
BEL COLONY
JALAHALLI POST
BENGLAURU-560 013
53. THE UNION OF INDIA
REPRESENTED BY ITS PRINCIPAL SECRETARY
MINISTRY OF HEAVY INDUSTRIES AND
PUBLIC ENTERPRISES
DEPARTMENT OF PUBLIC ENTERPRISES
BLOCK NO.14
CGO COMPLEX
LODHI ROAD
NEW DELHI-110 003
54. THE PRINCIPAL SECRETARY
GOVT. OF INDIA
MINISTRY OF LABOUR AND EMPLOYMENT
SHRAM SHAKTI BHAWAN
RAFI MARG
NEW DELHI-110 001
55. THE ASST. LABOUR COMMISSIONER (CENTRAL)
OFFICE OF THE DY. CHIEF
LABOUR COMMISSIONER (CENTRAL)

GOVT. OF INDIA
MINISTRY OF LABOUR AND EMPLOYMENT
YESHWANTHPUR
INDUSTRIAL SUBURB
2ND STAGE
GORAGUNTEPALYA
TUMAKURU ROAD
BENGALURU-560 022

...RESPONDENTS

(BY SRI. M. VEERABHADRAIAH, ADV., FOR R1 TO R52;
SMT. PREETHA MAHADEVAN, CGC FOR R53, R54 AND R55)

THIS WRIT APPEAL IS FILED UNDER SECTION 4 OF THE
KARNATAKA HIGH COURT ACT, 1961, PRAYING TO SET ASIDE
THE ORDER DATED 07.10.2020 PASSED BY THE LEARNED
SINGLE JUDGE IN W.P.No.50039/2015 (L-RES) AND ALLOW
THIS APPEAL.

THIS WRIT APPEAL HAVING BEEN HEARD AND RESERVED
FOR JUDGMENT ON 16.06.2026 AND COMING ON FOR
PRONOUNCEMENT OF JUDGMENT THIS DAY, **ANU**
SIVARAMAN J., PRONOUNCED THE FOLLOWING:

CORAM: HON'BLE MRS. JUSTICE ANU SIVARAMAN
and
HON'BLE MR. JUSTICE VENKATESH NAIK T

CAV JUDGMENT

(PER: HON'BLE MRS. JUSTICE ANU SIVARAMAN)

This Writ Appeal is filed against the Order dated 07.10.2020 passed by the learned Single Judge in Writ Petition No.50039/2015 (L-RES).

2. We have heard Shri. Pradeep. S. Sawkar, learned counsel appearing for the appellants, Shri. M. Veerabhadraiah, learned counsel appearing for respondents No.1 to 52 and Smt. Preetha Mahadevan, learned Central Government counsel appearing for respondents No.53 to 55.

3. The appellants - Bharat Electronics Limited ('BEL'), a Central Public Sector Undertaking engaged in manufacturing electronic equipment for Defence Forces, issued a nationwide advertisement dated 05.10.2005 inviting applications for the posts of Engineering Assistant and Technician 'C'. Respondents No.1 to 52 were selected as Engineering Assistant Trainees and were appointed during March-April 2006 for a period of one year on a fixed stipend of Rs.4,000/- per month. Their appointment as

Engineering Assistants was subject to successful completion of training and passing of the Gradation Test. Upon completion of training, they were appointed as Engineering Assistant with effect from 03.04.2007 in Wage Group-VII with a basic pay of Rs.4,620/- in the pre-revised pay scale and were subsequently confirmed in service with effect from 03.10.2007. The candidates appointed as Technician 'C' posts under the same advertisement were directly appointed without undergoing training and were on the regular rolls of the appellants-BEL, from the date of their joining.

4. The earlier wage settlement, which expired on 31.12.2006, was followed by negotiations between the appellants and the Union, culminating a Memorandum of Understanding dated 08.05.2010 and an Office Order dated 21.05.2010 revising the pay scales of non-executive employees retrospectively with effect from 01.01.2007. Since respondents No.1 to 52 were trainees as on 31.12.2006 and were receiving only a stipend, they were not eligible for the special pay extended to non-executive

employees, who were on the rolls of the appellants-BEL as on 31.12.2006 and continued as such on 01.01.2007. Following their gradation in April 2007, their pay was fixed at the minimum of the revised pay scale of Rs.10050 - 3% - 26400. Alleging discrimination on the ground that ITI qualified - Technician 'C' employees were drawing higher pay despite possessing lower qualifications. Respondents No.1 to 52 issued a Legal Notice dated 16.06.2011 seeking parity in salary and consequential arrears. The appellants by reply Notice dated 01.07.2011, rejected the claim and clarified that respondents No.1 to 52 were trainees till completion of their training period and were paid only a stipend during that period and upon their appointment as Engineering Assistant in April 2007, their pay was correctly fixed in the pre-revised scale and thereafter in the revised scale of Rs.10050 - 3% - 25450.

5. Respondents No.1 to 52, claiming disparity in wages and service benefits, filed an application dated 17.02.2012 before respondent No.55 seeking conciliation of the Industrial Dispute. By communication dated

07.12.2012, respondent No.55 informed them that under the Industrial Disputes Act, 1947, an individual dispute could be raised only in matters relating to retrenchment, dismissal or termination and as their grievance pertained to pay and benefits, the dispute had to be raised through the concerned Union.

6. Instead of pursuing the remedy through the Union or approaching the Labour Court, respondents No.1 to 52 approached this Court after a delay of more than three years by filing a writ petition seeking a direction to the appellants to pay wages and other financial benefits including additional increment, fitment benefits, special pay, Group-IV to Group-VII benefits by maintaining the Basic Pay as per of the Notification dated 05.10.2005 from their date of appointment, that is, 03.04.2006 along with all consequential benefits.

7. The learned Single Judge held that although the petitioners fall within the definition of "workmen" under Section 2(s) of the Industrial Disputes Act, the writ petition was maintainable under Article 226 of the

Constitution of India as the petitioners had no efficacious or alternative remedy. It was observed that an individual wage dispute was not maintainable under Section 2(k) of the Industrial Disputes Act and the remedy under Section 2A of the Industrial Disputes Act was confined to disputes relating to discharge, dismissal, retrenchment or termination. Since the Conciliation Officer had rejected their claim as not maintainable and the Trade Union had declined to espouse their cause, the petitioners could not be left remediless.

8. The learned Single Judge further observed that the petitioners were appointed as Engineering Assistant Trainees through a regular selection process pursuant to the Notification dated 05.10.2005 and upon successful completion of training, were absorbed as Engineering Assistants without any further selection process. It was held that the training period formed a part of their service and was liable to be treated as duty for the purposes of pay, increments and other consequential benefits. The learned Single Judge relied upon the decisions in the case

of ***State of Kerala and Another v. N.V. George*** by order ***dated 30.01.2002*** passed in ***Civil Appeal No.2018/2000 and Lekshmanan v. State of Kerala*** reported in ***1994 SCC OnLine Ker 309***. Consequently, the learned Single Judge held that respondent No.4/BEL was not justified in reckoning the petitioners' date of entry into service as 05.04.2007 instead of 03.04.2006.

9. The learned Single Judge further observed that the incorrect fixation of the date of entry into service resulted in an anomaly whereby Diploma-holder Engineering Assistants received lesser wages than ITI-qualified Technician Grade 'C' employees. Since a wage revision cannot result in reduction of salary, the Court held that the petitioners were entitled to have their service reckoned from 03.04.2006 and to receive all consequential benefits, including revised wages, increments, additional increments, fitment benefits and special pay. Accordingly, the writ petition was allowed. The impugned orders dated 28.02.2013 and 07.12.2013 were quashed, and consequential reliefs were granted.

10. The learned counsel appearing for the appellants contends that admittedly, respondents No.1 to 52 are non-executive employees of the appellants/BEL and fall within the definition of "workmen" under Section 2(s) of the Industrial Disputes Act. Consequently, they were required to avail the statutory and alternative remedy under the Industrial Disputes Act rather than directly invoking the extraordinary jurisdiction of this Court under Article 226 of the Constitution of India. It is a well settled that the writ jurisdiction being a discretionary remedy, a party bypassing an alternate remedy must demonstrate compelling reasons for such invocation, particularly, where the dispute involves disputed questions of fact requiring appreciation of oral and documentary evidence. Though, the learned Single Judge, in paragraph No.16.5 of the impugned judgment, recorded a finding that the petitioners are workmen and that the dispute pertains to wages, the writ petition was nevertheless allowed without properly considering the availability of an efficacious or alternative remedy. Respondents No.1 to 52 had earlier approached the Labour Commissioner under Section 12 of

the Industrial Disputes Act in their individual capacity, but, the proceedings were closed with liberty to raise the dispute through their representative Trade Union, as individual disputes of this nature were not maintainable. Therefore, respondents No.1 to 52 ought to have pursued the remedy available under the Industrial Disputes Act through the Trade Union instead of invoking the writ jurisdiction.

11. It is further contended that admittedly, the Negotiating Trade Unions ('NTUs') including respondents No.1 to 52 entered into a MoU dated 08.05.2010 with the appellants/BEL, providing for wage revision with effect from 01.01.2007 and remaining operative for a period of ten years. The said MoU was executed in full and final settlement of all demands raised under the Charter of Demands, and the NTUs waived their right to raise any further monetary claims during the subsistence of the settlement. Therefore, respondents No.1 to 52 were bound by the terms of the MoU and the learned Single Judge ought to have rejected their claim.

12. The Apex Court in the case of ***Herbertsons Limited v. Workmen of Herbertsons Limited*** reported in ***AIR 1977 SC 322***, has held that a settlement arrived must be viewed as a package deal and cannot be dissected to accept certain benefits while challenging other terms. Since the revised pay scales impugned in the writ petition were implemented pursuant to the binding MoU, respondents No.1 to 52 cannot belatedly contend that such revision was effected without notice to the workmen.

13. It is further contended that admittedly, the writ petition was instituted after an inordinate delay of nearly five years from the date of the impugned pay refixation order dated 21.05.2010. Respondents No.1 to 52 failed to furnish any satisfactory explanation for invoking the extraordinary jurisdiction of this Court after such an unreasonable and unexplained delay. The Apex Court in the case of ***Union of India & Ors. v. Tarsem Singh*** reported in ***(2008) 8 SCC 648***, has held that belated service-related claims are liable to be rejected on the grounds of delay and laches in writ proceedings.

Therefore, the learned Single Judge ought to have dismissed the writ petition on the ground of delay and laches and the impugned order passed by the learned Single Judge, having overlooked the binding nature of the settlement and settled principles of industrial jurisprudence, deserves to be set aside.

14. The learned counsel appearing for the appellants has placed reliance on the following decisions:-

- ***Haryana Power Generation Corporation Limited and Others v. Harkesh Chand and Others*** reported in **(2013) 2 SCC 29;**
- ***Rajasthan State Road Transport Corporation and Another v. Krishna Kant and Others*** reported in **(1995) 5 SCC 75;**
- ***P. Virudhachalam and Others v. Management of Lotus Mills and Another*** reported in **(1998) 1 SCC 650;**
- ***Balmer Lawrie Workers' Union, Bombay and Another v. Balmer Lawrie and Co. Ltd. and Others*** reported in **1984 (Supp) SCC 663;**
- ***Herbertsons Limited v. The Workmen of Herbertsons Limited and Others***, reported in **(1976) 4 SCC 736;**

- ***Tata Engineering and Locomotive Company Limited v. Their Workmen***, reported in **(1981) 4 SCC 627**;
- ***U.P. State Spinning Co. Ltd. v. R.S. Pandey and Another***, reported in **(2005) 8 SCC 264**;
and
- ***Hindustan Steel Works Construction Limited and Another v. Hindustan Steel Works Construction Ltd. Employees Union***, reported in **(2005) 6 SCC 725**.

15. The learned counsel appearing for respondents No.1 to 52 contend that respondents No.1 to 52 were appointed as Engineering Assistant Trainees and upon completion of their training, were confirmed without undergoing any further selection process. Hence, they are entitled to reckon their service from the date of their initial appointment as trainees, that is, 03.04.2006. It is contended that exclusion of the training period has resulted in Diploma holders receiving lesser pay than ITI-qualified employees, leading to an inequitable pay structure. It is further submitted that a wage revision cannot result in a reduction of pay and they have no efficacious or alternative remedy, as their dispute before

the Conciliation Officer was rejected as not maintainable and their representative - Union has refused to espouse their cause owing to their limited number.

16. The learned counsel appearing for respondents No.1 to 52 have placed reliance on the following decisions:-

- ***The Union of India and Others v. Government of Karnataka and Others***, by order ***dated 26.11.2024*** passed in ***Writ Petition No.26954/2024 (GM-POL)***;
- ***Magadh Sugar and Energy Limited v. State of Bihar and Others***, reported in ***(2022) 16 SCC 428***;
- ***Public Services Tribunal Bar Association v. State of U.P. and Another***, reported in ***(2003) 4 SCC 104***;
- ***Common Cause, a Registered Society v. Union of India and Others***, reported in ***(1999) 6 SCC 667***;
- ***Haryana Power Generation Corporation Limited and Others v. Harkesh Chand and Others***, reported in ***(2013) 2 SCC 29***;
- ***State of Kerala and Another v. N.V. George***, by order ***dated 30.01.2002*** passed in ***Civil Appeal No.2018/2000***, and

- ***Lekshmanan v. State of Kerala***, reported in ***1994 SCC OnLine Ker 309***.

17. We have considered the contentions advanced, the pleadings and the documents produced. The question that arises for consideration is whether the finding of the learned Single Judge that the training undergone by the private respondents was liable to be reckoned as service or duty requires interference. It is clear that the initial Notification for appointment issued was for the post of Engineering Assistant. The qualification described was 3 years full-time diploma in Engineering plus one year apprenticeship training. The Advertisement which was published in the Deccan Herald dated 05.10.2005 specifically stated that diploma holders in electronic and mechanical disciplines will be inducted as Engineering Assistant Trainees and will undergo training for a period of one year and will be paid a stipend. On successful completion of training and passing the gradation test, they will be placed in the pay scale indicated in Column No.5. The offer of appointment issued to the writ petitioners

would also show that they were appointed specifically as Engineering Assistant Trainee.

18. The terms and conditions specifically included the following Clauses:-

"3.0 On Being found medically fit by our Medical Authorities and on appointment, you will be required to undergo training for a period of ONE YEAR in CTD or in any other SBU/CSG as decided by the Company. This period may be reduced or extended at the discretion of the Management. On completion of the first two months of training, you will be subjected to a break-in period test/assessment designed to assess your aptitude for the training. In case you fail in the break-in-period test, you will be discharged from training without notice and no further opportunity to appear for the test again will be given.

4.0 You will be subjected to Final Gradation Test towards the end of the ONE YEAR training period. If you fail in the Final Gradation Test, you will be discharged from training without any notice and no further opportunity to appear for test again would be given.

5.0 During the training period, you will be paid a stipend of Rs.4000/- per month.

6.0 Your conduct and aptitude for the course will be carefully watched during the period of your training i.e., ONE YEAR and if your conduct and / or

performance is /are not found to be satisfactory at any time during the said period of training, you are liable to be discharged from training without any notice.

7.0 After completion of training if called upon to serve the Company, you will be governed by the Rules, Regulations of service and Staninding Orders of the Company.

8.0 On successful completion of training and on passing the Gradation Test you may be absorbed as ENGINEERING ASSISTANT in WF-VII, Career Path-VI in the scale of Rs.4620-135-5970-140-8350/- plus allowances admissible."

19. Further, Annexure 'C' series of documents produced would clearly show that appointment orders were issued in April 2007 after completion of one year's training. Thereafter, confirmation orders were also issued in October 2007. We further notice that the Industrial Settlement was arrived at between the Workmen and Management of the appellants on 08.05.2010. The settlement specifically provided that it will cover all regular workmen in Wage Group-I to Wage Group-X, who were on the rolls of the Company as on 01.01.2007 and who continue to be on the rolls of the Company on the date of

the settlement. Therefore, it is clear that only those employees who were in Wage Group-I to X, who were on the rolls of the Company as on 01.01.2007, would be covered by the settlement. Admittedly, the writ petitioners were trainees drawing a stipend of Rs.4,000/- as on 01.01.2007. It is only in April 2007, that their appointments as trainees metamorphose into a regular appointment on a pay scale. In other words, they became regular employees of the appellants - Company only from the date of their regular appointment as provided in Annexure 'C'. This regular appointment was later confirmed by Annexure 'D' series of orders in October 2007. Therefore, the clear case is that as on 01.01.2007, the writ petitioners are not regular employees but are only Trainees in the Company.

20. Now, we shall proceed to examine the judgments relied on by both sides. In **Lekshmanan**'s case (supra), the Kerala High Court had specifically found a distinction between an in-service training and a training which would be a condition precedent or a qualification for

a regular appointment. In the said case, it was on a finding that the employees were appointed regularly and then deputed for "in-service training", that the Court held that they are entitled to count their service from the initial date of appointment. In ***Haryana Power Generation Corporation Limited***'s case (supra), also the facts were that the training was imparted after appointment to the post. The Court specifically found that in ***U.P. SEB v. Shiv Mohan Singh*** reported in ***(2004) 8 SCC 402***, the Apex Court had considered a similar situation and had held that the position of an apprentice remains an apprentice trainee and that during the period of training they will not be treated as workman. Further, the Court after considering several precedents on the point held as follows:-

"28. We have referred to the aforesaid pronouncements solely for the purpose that an apprentice does not have a statutory right to claim an appointment and the employer is not under any statutory obligation to give him employment. However, if the terms of the contract of apprenticeship lay down a condition that on successful completion of apprenticeship an employer would offer him an employment, then it is obligatory on his part to do so. In the absence of such a

condition, there is no obligation. It depends on the terms of the contract. In the case at hand, as the letter of appointment would show, the employer had only stated that on successful completion of the training, the apprentice may be appointed as Plant Attendant/Technician Grade II. Thus, it was not a mandatory term incorporated in the agreement casting an obligation on the employer to appoint him."

21. It is therefore clear that the question whether the period of training is to be treated as regular service would have to be answered taking note of the facts and circumstances of individual cases. In the instant case, the appointment of the writ petitioners was specifically as Assistant Engineer Trainees as was provided in the initial Notification itself. There was no automatic right for appointment on completion of the period of training. The appointment order makes it clear that in case the employer finds a reason to do so, the training can be terminated without notice. Further, there is a provision for assessment of the suitability after the training period and regular appointment is liable to be offered only to persons meeting the requirements. In the instant case, such

regular appointment on a scale of pay was offered only in April 2007.

22. In the above factual situation, we are of the opinion that the finding of learned Single Judge that the employees are entitled to reckon their initial appointment itself as regular appointment on a scale of pay is a factually incorrect finding. There was no scale of pay appointment till April, 2007 and as such, the writ petitioners would not be entitled to claim the benefit of the Industrial Settlement which specifically provided that only those persons working in scales of pay from Grade-I to X, as on 01.01.2007, would be entitled to the same. In view of our findings on these points, no other question is required to be considered.

23. In the circumstances, we are of the opinion that the finding of the learned Single Judge was unjustified. The writ appeal is therefore liable to succeed.

24. Accordingly:-

(i) The Writ Appeal is ***allowed***.

- (ii) The Order dated 07.10.2020 passed by the learned Single Judge in Writ Petition No.50039/2015, is set aside.
- (iii) Writ Petition No.50039/2015 fails and the same is accordingly dismissed.

All pending interlocutory applications shall stand *disposed of*.

**Sd/-
(ANU SIVARAMAN)
JUDGE**

**Sd/-
(VENKATESH NAIK T)
JUDGE**

cp*