



CNR: KAHC010337082021

NC: 2026:KHC:39021
WP No. 22323 of 2021

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 28TH DAY OF JULY, 2026

BEFORE

THE HON'BLE MS. JUSTICE JYOTI M

WRIT PETITION NO. 22323 OF 2021 (L-RES)

BETWEEN:

INDO-MIM EMPLOYEES UNION,
BY ITS GENERAL SECRETARY,
REPRESENTED BY THE WORKERS
OF INDO-MIM PVT. LTD.,
C/O. RAGHAVENDRA HUNASEHALLI
VILLAGE, VAGATE POST, HOSKOTE
TALUK, BENGALURU RURAL - 562 114.

...PETITIONER

(BY SMT. MAITREYI KRISHNAN, ADVOCATE FOR
SRI. A.J.SRINIVASAN, ADVOCATE)

AND:

1. THE LABOUR COMMISSIONER,
KAMIKA BHAVANA,
BANNERUGHATTA ROAD,
BENGALURU.

2. THE MANAGEMENT OF
M/S. INDO MIM PVT. LTD.,
#45(P), KIADB INDUSTRIAL
AREA, DODDABALLAPURA,
BENGALURU - 561 203.

...RESPONDENTS

(BY SRI. K.P. YOGANNA, AGA FOR R1;
SRI. C.K. SUBRAHMANYA, ADVOCATE FOR
SRI. B.C. PRABHAKAR, ADVOCATE FOR R2)



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THIS WRIT PETITION IS FILED UNDER ARTICLES 226 AND 227 OF THE CONSTITUTION OF INDIA, SEEKING CERTAIN RELIEFS.

THIS WRIT PETITION HAVING BEEN HEARD AND RESERVED FOR ORDERS ON 14.07.2026, THIS DAY, AN ORDER IS PRONOUNCED AS UNDER:

CAV ORDER

Smt.Maitreyi Krishnan., counsel on behalf of Sri.A.J.Srinivasan., for the petitioner; Sri.K.P.Yoganna., Additional Government Advocate for respondent No.1 and Sri.C.K.Subrahmanya., counsel on behalf of Sri.B.C.Prabhakar., for respondent No.2., has appeared in person.

2. The writ petition is filed to set aside the order dated 05.05.2021 passed by the first respondent, vide Annexure-O, on several grounds outlined in the writ petition.

3. Counsel for the petitioner submitted that the order passed by the first respondent, which rejected the permission for the petitioner union to prosecute the management for unfair Labor practices, was contrary to law, facts, and the probabilities of the case.



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Next, she argued that the first respondent made a serious error in issuing the impugned order. The first respondent was only supposed to verify initially that the allegations of unfair Labor practices were not false, exaggerated, or made to cause trouble. However, the first respondent acted as if the petitioner union needed to prove the allegations to be valid, and this is explicitly stated in the conclusion of the impugned order.

It is also submitted that the first respondent has assumed adjudicatory powers that are exclusively granted to the Magistrate's Court, to which the complaint must be lodged only after obtaining permission from the first respondent, who is responsible for filtering out frivolous and mischievous complaints. Only the Magistrate's Court can hear evidence from both sides and determine whether the allegations of unfair Labor practices made by the Union are established, and only then will it impose the punishment as provided under the I.D. Act.

It has been strongly argued that the complaint pertains to the period 2018-2021. It is asserted that although a settlement was made in 2021, that settlement only covered a subsequent



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period. Counsel also claims that workers outside the union received certain benefits, while union members were denied the same. On behalf of the union, it is maintained that although a settlement was reached in 2021, the grievances regarding the non-settlement of demands for 2018-2021 were not included in that settlement and therefore remained unresolved. Supporting this, it is requested that the impugned order be set aside and the petition be allowed.

Counsel for the second respondent stated that a detailed statement of objections has been filed; this may be noted. Counsel supported the impugned order. It is stated that the union signed the settlement in 2021, and they cannot claim there was no settlement for the period 2018-2021. Urging additional grounds, they sought the dismissal of the petition.

4. Heard the arguments and perused the papers with care.

5. The following points arise for determination.

1. Whether the union, having made demands for the period 2018-2021, can later seek prosecution



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alleging non-fulfilment of those demands after settling with the management for a subsequent period.

2. Whether the subsequent settlement extinguishes or supersedes the earlier demands.

6. The issue is limited in scope and concerns the denial of permission to prosecute. It is noted that the union made demands for the period 2018-2021. Subsequently, the union reached a settlement with management for the following period.

Settlements under the Industrial Disputes Act are binding on the parties and operate prospectively, unless explicitly stated otherwise. Once a settlement is reached, any earlier demands not included in it are considered resolved or abandoned. Prosecution generally cannot be pursued for non-fulfilment of demands that have been superseded by a binding settlement. This is because the Industrial Disputes Act recognizes settlements between management and unions as binding (Section 18). When a settlement covers a future period, it determines the parties' rights and obligations from that date



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onward. Unless explicitly preserved, earlier demands are integrated into the settlement.

Prosecution alleging non-fulfilment of past demands and unfair Labor practices would amount to reopening issues that the union has already compromised or settled. Courts have consistently held that, once a valid settlement is reached, the parties are estopped from raising earlier demands inconsistent with it. The proper remedy for the union, if aggrieved, is to challenge the settlement itself on grounds such as fraud, coercion, or lack of fairness-not to prosecute for demands that have been overtaken by the settlement. Therefore, the union cannot continue prosecuting the allegation of non-fulfilment of demands made in 2018-2021 after reaching a subsequent settlement with the management.

Accordingly, this Court holds that the Union, having voluntarily entered into a binding settlement with the management in respect of the subsequent period, is precluded from seeking prosecution on the allegation that the management's failure to accede to the demands raised for the period 2018-2021 amounted to an unfair labour practice.



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7. Resultantly, the petition is devoid of merit and is ***dismissed.***

Because of dismissal the Writ Petition, interim order granted if any stands discharged and pending interlocutory applications if any are disposed of.

**Sd/-
(JYOTI M)
JUDGE**

SS/MRP
List No.: 1 Sl No.: 1