

IN THE HIGH COURT OF JUDICATURE AT PATNA

Civil Writ Jurisdiction Case No.223 of 1999

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1. Ram Sagar Sah son of Sri Late Saryug Sah, Secretary, Biscomaun Sharmik Sahyog Samiti, P.O. Tilrath, District Begusarai
 2. Md. Naushad son of late Md. Khalil, Treasurer, Biscomaun Sharmik Sahyog Samiti, P.O. Tilrath, District Begusarai

.... Petitioner/s

Versus

1. The State of Bihar
2. The Bihar State Co-operative Marketing Union (Biscomaun) Limited, Patna though its Managing Director, Biscomaun Bhawan, West Gandhi Maidan, Police Station Gandhi Maidan, Dist: Patna
3. The Administrator, Biscomaun, Biscomaun Bhawan, P.S. Gandhi Maidan, District-Patna
4. The Special Officer (Administration), Biscomaun, Biscomaun Bhawan, P. S. Gandhi Maidan, District-Patna
5. The Project Manager, G.F.F. Grennter Fertilizer Factor, Tilrath, P.S. Barauni, District_Begusarai
6. The Administrative Officer, G.F.F. Tilrath, P.S. Barauni, District Begusarai

.... Respondent/s

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Appearance :

For the Petitioner/s : Mr. Pramod Manbansh &
Dr. Kumar Binode Bariar

For the Respondent/s : Mr. Ranjan Kumar, AC to AAG-IV

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CORAM: HONOURABLE MR. JUSTICE CHAKRADHARI SHARAN SINGH

ORAL JUDGMENT

Date: 24-03-2015

1. Petitioner no.1 is the Secretary, Biscomaun Sharmik Sahyog Samiti, Tilrath, District-Begusarai, whereas petitioner No.2 is the Treasurer of the said Sharmik Sahyog Samiti, Tilrath, Begusarai.

2. It is their case that they have been continuously working since 1973 as Handling Mazdoors on daily wage rate basis in Greentor Fertilizer Factory, GFF, Tilrath, Barauni, an

unit of Bihar State-Co-operative Marketing Union Limited (BISCOMAUN), but they are not getting payment on time scale basis at par with permanent/temporary workmen of the establishment.

3. The petitioners in this background seek direction from this Court to regularize the services of such Handling Mazdoors on the post of unskilled permanent workmen in the establishment in question and to pay them wages as per scale prescribed for regular unskilled workmen including all consequential benefits i.e. Dearness Allowance, Bonus and Provident Fund etc.,

4. It is their case that also there had been an agreement between the representatives of the Management and the representatives of the Union which was reduced to writing on 27.11.1990. It is the plea of the petitioners that such agreement should be honoured by Biscomaun, which according to him, is State within the meaning of Article 12 of the Constitution of India.

5. Admittedly, the petitioners have an alternative remedy under the Industrial Disputes Act, 1947. The nature of

relief as sought for in the present writ application cannot be granted by this Court under Article 226 of the Constitution of India. The petitioners should have approached the appropriate forum under the Industrial Disputes Act, 1947 for redressal of their grievance as raised in the present writ application. This Court in exercise of its writ jurisdiction under Article 226 of the Constitution of India is normally not issued direction for implementation of agreement between the Management and the representatives of the Union. The petitioners have chosen a wrong forum. This application, therefore, cannot be entertained.

6. It goes without saying that the petitioners, if so advised, may take recourse to appropriate provision of law for redressal of their grievance before appropriate forum.

7. This application is accordingly, dismissed.

(Chakradhari Sharan Singh, J)

ArunKumar/-

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