

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT:

THE HONOURABLE MR.JUSTICE K.VINOD CHANDRAN

FRIDAY, THE 23RD DAY OF JANUARY 2015/3RD MAGHA, 1936

WP(C).No. 1739 of 2015 (N)

PETITIONER(S):

**LPG TRANSPORTERS ASSOCIATION,
REPRESENTED BY ITS SECRETARY BINOY ALEX,
ROOM NO. 1, ANJALI BUILDING, NADAKAVU P.O.,
UDAYAMPERUR.**

BY ADV. SRI.P.RAMAKRISHNAN.

RESPONDENT(S):

- 1. BHARAT PETROLEUM CORPORATION LIMITED,
KOCHI LPG TERRITORY OFFICE, AMBALAMUGAL,
KOCHI - 682 302, REPRESENTED BY ITS TERRITORY MANAGER.**
- 2. KOZHIKODE DISTRICT KAYATTIRAKKU THOZHILALI UNION,
INTUC OFFICE, NO. 202, JAWAHAR BUILDING,
KP KESAVA MENON ROAD, KOZHIKODE - 673 001,
REPRESENTED BY ITS DISTRICT SECRETARY.**
- 3. KOZHIKODE JILLA CHUMATTUTHOZHILALI UNION (AITUC),
FEROKE AREA COMMITTEE, KADALUNDI ROAD,
AITUC AREA OFFICE, FEROKE P.O.,
REPRESENTED BY ITS SECRETARY.**
- 4. KOZHIKODE DISTRICT HEADLOAD WORKERS UNION (CITU),
MARIKAR BUILDING, FEROKE, KOZHIKODE - 673 631,
REPRESENTED BY ITS SECRETARY.**
- 5. DISTRICT LABOUR OFFICER,
CIVIL STATION, KOZHIKODE - 673 020.**
- 6. THE DISTRICT COLLECTOR,
CIVIL STATION, KOZHIKODE - 673 020.**

R1 BY ADV. SRI.M.GOPIKRISHNAN NAMBIAR.

**R4 BY ADVS. SRI.P.RAVINDRA NATH,
SRI.N.KRISHNA PRASAD.**

R5 & R6 BY SR. GOVT. PLEADER SRI.BIJU MEENATTOOR.

**THIS WRIT PETITION (CIVIL) HAVING BEEN FINALLY HEARD
ON 23-01-2015, THE COURT ON THE SAME DAY DELIVERED
THE FOLLOWING:**

rs.

APPENDIX

PETITIONER'S EXHIBITS:-

- EXT.P1: TRUE COPY OF NOTICE DATED 12/01/2015 ISSUED BY
THE 5TH RESPONDENT.
- EXT.P2: TRUE COPY OF REPRESENTATION DATED 09/01/2015
SUBMITTED BY THE PETITIONER BEFORE THE 5TH RESPONDENT.
- EXT.P3: TRUE COPY OF REPRESENTATION DATED 15/01/2015 SUBMITTED
BY THE PETITIONER BEFORE THE 6TH RESPONDENT.

RESPONDENT'S EXHIBITS:- NIL.

//TRUE COPY//

P.A TO JUDGE

rs.

K.VINOD CHANDRAN, J

W.P.(C) No.1739 of 2015

Dated this the 23rd day of January, 2015

JUDGMENT

The petitioner is aggrieved with the illegal strike conducted by the respondents 2 to 4 and the obstruction to loading and unloading work; which is the obligation of the members of the petitioner's association as per their independent agreement with the first respondent. The petitioner herein is a LPG Transporters' Association whose members have entered into agreements with the first respondent, for transport of LPG to the various dealers appointed by the first respondent. The petitioners have the obligation by the said contract to deliver goods to the dealers and also effect unloading of LPG cylinders in the premises of the godown of the dealers.

2. The respondents 2 to 4 are the union of Head Load Workers who have entered into agreement with the petitioner's association clearly specifying the wages for such

loading and unloading work. The last agreement was in the year, 2011 for a period of 3 years. Admittedly, the said agreement expired in 2014 and the respondents 2 to 4 have filed fresh charter of demands before the 5th respondent. Conciliation is said to be going on. However, in the meanwhile the respondents 2 to 4 are alleged to have struck work, demanding the higher wages, as per the charter of demands. The petitioner's contention is that the same would be an illegal strike.

3. The learned counsel appearing for the respondents 2 to 4 would contend that there is no strike declared by the members of the respondent union's. It is also submitted that even before the District Labour Officer, the 5th respondent, the respondents had unequivocally undertaken that they will not strike work. The learned Government Pleader appearing for the District Collector submits that there was a dispute, which has now been settled. The petitioner and the respondents 2 to 4 are not aware of such settlement. In any circumstance, LPG being an essential commodity, there

could be no obstruction of supply of the same especially since it would adversely affect the public. Disputes between the transporters and Head Load Workers cannot lead to such disruption of supply of LPG. It is the bounden duty of the 6th respondent to ensure that the loading and unloading work is carried out without any difficulty. Since the respondents 2 to 4 have undertaken that they have not struck work, definitely they would be entitled to offer workers in which event the petitioner shall employ them and carry on the loading and unloading work, the wages of which definitely would be subject to any conciliation settlement which is arrived at. As of now the earlier agreed wages would be paid and any revision would be subject to the conciliation proceedings and the date of effect of such settlement. However, if the respondents 2 to 4 refuse to work or offer their employees for employment, then necessarily the petitioner's association would be entitled to engage their own workers. In which event the District Administration, headed by the 6th respondent shall definitely

afford necessary aid to carry on the loading and unloading work of LPG. Learned counsel for the respondents 2 to 4 submits that in the conciliation the petitioner did not participate. However, this Court does not find any reason to accept that contention. Definitely the parties should co-operate in the conciliation talks.

The writ petition is disposed of.

Sd/-
K.VINOD CHANDRAN,
JUDGE

//true copy// P.A. to Judge

smv