

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Reserved on : 09.11.2016

Delivered on : 01.12.2016

CORAM

THE HONOURABLE MR.JUSTICE HULUVADI G.RAMESH

AND

THE HONOURABLE MR.JUSTICE V.PARTHIBAN

W.A.Nos.186, 559, 560 of 2016
W.P.Nos.27595 & 35891 of 2016
Contempt Petition No.1375 of 2016
and
CMP Nos.2518, 7475, 7476 of 2016
W.M.P.No.23775 of 2016

THE MANAGEMENT OF MRF LIMITED
TIRUVOTTIYUR
CHENNAI-600 019 REP. BY ITS
PLANT GENERAL MANAGER
SIMON A.PANICKER

... Appellant in W.A.No.186/16
& 2nd respondent in W.A.No.559/2016
1st Respondent in W.A.No.560/2016

Vs

MRF LABOUR UNION
REP. BY ITS GENERAL SECRETARY NO.37
PATTINATHAR KOIL STREET TIRUVOTTIYUR
CHENNAI-600 019.

... Appellant in W.A.No.560/2016/
2nd respondent in W.A.No.186/2016/
3rd respondent in W.P.No.27595/2016

M/S. MRF EMPLOYEES UNION
REGN. NO. 3069 REP BY ITS GENERAL SECRETARY
NO. 37 PATTINATHAR KOIL STREET
THIRUVOTTIYUR CHENNAI - 600 019.

... Appellant in W.A NO.559/2016 & 560/2016
2nd respondent in W.P.27595/2016/
Petitioner in W.P.35891/16

Vs

THE PRESIDING OFFICER
INDUSTRIAL TRIBUNAL
HIGH COURT CAMPUS
CHENNAI - 600 001

...1st Respondent in W.A.186,559/16 & 2ND
Respondent in W.A.No.560/16
1st respondent in W.P No.27595 & 35891/16

THE MANAGEMENT OF MRF LTD.
REP BY ITS GENERAL MANAGER
POST BOX NO.5285
TIRUVOTTIYUR HIGH ROAD
CHENNAI - 600 019.

... 2nd respondent in W.A.No.559/2016
Petitioner in W.P.No.27595 of 2016
2nd Respondent in W.P.No.35891/2016

THE MANAGEMENT OF MRF LTD.
REP BY ITS Managing Director
TIRUVOTTIYUR HIGH ROAD
CHENNAI - 600 019.

... 2ND Respondent in W.P.35891/2016

Workmen of MRF Plant
Rep by MRF Employees Union
Regn No.30/69, D.NO. 37 PATTINATHAR KOIL STREET
Through its General Secretary,
THIRUVOTTIYUR CHENNAI - 600 019.

... Petitioner in Contempt
Petr.No.1375/2016

Vs.

1. MRF Limited, rep.by its Managing Director
No.114, Greams Road, Chennai-6

2. Mr.K.M.Mamen
3. Mr.Arun Mamen
4. Mr.RahulMammen Mappillai
5. Mr.Ashok Jacob
6. Mr.Vijay R.Kirloskar
7. Mr.Ranjit I.Jesudasen
8. Mr.Jacob Kurian
9. Mr.V.Sridhar
10. Mr.N.Kumar
11. Mr.Salim Joseph Thomas
12. Mr.M.Meyappan
13. Mr.Cibi Meyamman
14. Mrs.Ambika Memmen
15. Mr.Ravi mannath
16. Mr.Simon Panickar
17. Mr.M.Antony Rocky Rex
18. Mr.Jacob Chakko

... Respondents in
Contempt Petr.No.1375/2016

Writ Appeals in W.A.No.186, 559, 560 of 2016 filed under
Clause 15 of the Letters Patent Seeking to set aside the common
order dated 17.12.2015 passed in W.P.No.29636 of 2015 and 36311
of 2015.

Prayer in W.P.No. 29636 of 2015: Writ Petition filed under
Article 226 of the Constitution of India praying to issue Writ
of Certiorari, calling for the records of the 1st respondent in

connection with its order pronounced in I.A. No. 52 of 2014 in I.D. No. 8/2014 on 12.08.2015 and quash the same in so far as the 1st respondent has denied interim relief as prayed for in the Interlocutory Application, namely interim relief of Rs. 15,000/- per month with effect from 07.07.2013 in concerned and issue such further or other appropriate orders.

Prayer in W.P.No. 36311 of 2015: Writ Petition filed under Article 226 of the Constitution of India praying to issue Writ of Certiorari, to call for the records of the 1st respondent in I.A. No.52/ 2014 in I.D. No.8/2014, quash its order dated 12.8.2015, and quash its order dated 12.08.2015 and pass such further or other orders.

Prayer in W.P.No.27595 of 2016: Writ Petition filed under Article 226 of the Constitution of India praying to issue a writ of certiorari calling for the records of the 1st respondent in IA No.149/15 and 150/15 in I.D.No.8 of 2014 and quash its common order dated 03.02.2016.

Prayer in W.P.No.35891 of 2016: Writ Petition filed under Article 226 of the Constitution of India praying to issue a writ of certiorarified mandamus calling for the records of the 1st respondent in IA No.149, 150, 151 and 152 of 2015 pronounced on 3rd day of February 2016 in I.D.No.8 of 2014 and quash the same in so far as the Learned Tribunal has not allowed the application of the workmen in I.A.Nos.149 and 150 in full.

Prayer in contempt Petition No.1375/2016 : Contempt Petition filed u/s 11 of the Contempt of Court Act praying that the High Court will be pleased to punish the respondents herein for having wilfully disobeyed the orders of the Industrial in I.A.No.149 of 2015 pronounced on 03.02.2016 and award cost.

For Appellant in W.A.559 & 560 of 2016

For R2 in W.A.186 of 2016

For Petitioners in W.P.35891 of 2016 &

For R2 & R3 in W.P.27595 of 2016

For Petitioner in Cont.P.1375 of 2016 : Mr.V.Prakash,
Party - in - Person

R1 - Tribunal in W.A.186 & 559 of 2016

W.P.35891 & 27595 of 2016

R2 - Tribunal in W.A.560 of 2016

For Respondents 1 to 3 & R16 in

Cont.P.1375 of 2016

For Appellant in W.A.186 of 2016

For 2nd Respondent in W.As.559 & 560 of 2016

& W.P.35891 of 2016 and

For Petitioner in W.P.27595 of 2016 : Mr.G.Masilamani,
Senior Counsel
for M/s.T.S.Gopalan & Co.,

COMMON JUDGMENT

V.PARTHIBAN, J.

Since the facts, subject matter and the issues are inter-linked with one another in all the captioned matters, it would be appropriate to take up all the matters together for being disposed of by this common judgment.

2. The Writ Appeals in W.A.Nos. 186, 559 and 560 of 2016 have been directed against the common order of the learned single Judge, dated 17.12.2015 passed in W.P.Nos.29636 of 2015 and 36311 of 2015.

3. The brief facts, which led to the filing of the above said Writ Appeals are as follows:

M/s.MRF Employees Union (hereinafter, referred to 'the Employees Union') has come forward with a Writ Petition in W.P.No.29636 of 2015 before this Court, seeking the following prayer:

"To issue Writ of Certiorari, to call for the records of the first respondent in connection with its order pronounced in I.A.No.52 of 2014 in I.D.No.8 of 2014, on 12.8.2015, quash the same insofar as the first respondent has denied interim relief as prayed for in the interlocutory application, namely, for grant of Rs.15,000/- per month with effect from 07.07.2013;

4. Likewise, the Management of MRF Limited (hereinafter referred to 'the Management'), has also come forward with a Writ Petition in W.P.No.36311 of 2015 before this Court, seeking the following prayer:

"To issue Writ of Certiorari, to call for the records of the first respondent in I.A.No.52 of 2014 in I.D.No.8 of 2014 on 12.08.2015 and quash the its order dated 12.08.2015."

5. It appears that virtually the challenge in both the writ petitions was in regard to the order passed by the Industrial Tribunal in interlocutory application, i.e., I.A.No.52 of 2014 in pending industrial dispute, i.e. I.D.No.8 of 2014.

6. Since the issues involved in the writ petitions are inter-linked and common as to the demand of the employees for wage revision, the learned Judge took up both the writ petitions together and disposed of by common order, dated 17.12.2015.

7. Since the writ appeals herein also arising out the common order and the grounds raised therein are common as between the parties, we feel it appropriate first to deal with the writ appeals together.

8. There was a long term wage settlement entered into between the Employees Union and the Management in respect of wage revision and connected issues and the last wage settlement was entered into between the parties on 7.7.2009 for a period of four years, which expired on 6.7.2013. Since no further settlement could be arrived at on expiry of the last wage settlement, a dispute was raised by the Employees Union which was originally not referred to, but after a direction from this Court, the Government of Tamil Nadu has referred the dispute vide G.O.Ms.No.108, dated 21.3.2014.

9. Apart from wage revision, the other connected issues were also referred for adjudication before the Industrial Tribunal.

10. When the dispute was pending before the Industrial Tribunal, on behalf of the Employees Union, an interlocutory application in I.A.No.52 of 2014 in I.D.No.8 of 2014 was moved, seeking for grant of interim relief, directing the Management to pay a sum of Rs.15,000/- per employee per month from the date of expiry of the terminated settlement dated 06.07.2013 till the disposal of the industrial dispute. According to the Employees Union, the last settlement was entered in the year 2009 and the prices of various commodities had increased by leaps and bounds and therefore, the employees need to be compensated in the interregnum till the dispute of wage revision is resolved by the Industrial Tribunal.

11. It was the case of the Employees Union that the Officers of the company had been paid with huge salaries and the company declaring dividends to the shareholders and the Employees Union also compared the level of wages obtained in other companies in the same region and submitted that the wages drawn by the employees were far below in comparison and hence, justified in seeking minimum of Rs.15,000/- per month towards interim relief pending adjudication of the dispute.

12. The Management filed their objections to the interim application, contending that the interim relief application was not maintainable as that was not the issue referred for adjudication by the Government and the Industrial Tribunal which lacks jurisdiction, cannot embark upon granting of any interim relief which was not the subject matter of adjudicatory process. The Management contended that in the absence of reference by the Government, the Tribunal was not empowered to grant any relief and even if it granted, the same was unenforceable since only a settlement or an award alone is acceptable in terms of the provisions of the Industrial Disputes Act. Moreover, the Employees Union had originally demanded before the Conciliation for interim relief of Rs.10,000/- and same was not referred for adjudication to the Tribunal by the Government of Tamil Nadu and therefore, such relief cannot be a subject matter of the adjudication before the Industrial Tribunal.

13. Apart from the above contentions of the Management as to the maintainability of the interlocutory application, the following points were also raised by the Management in order to support their contentions against the Employees Union.

i) The last wage settlement entered into between the Employees Union and the Management dated 7.7.2013, which was in force till 6.7.2013, enjoins upon the employees revised workload, manning and improvement in productivity and optimum utilization of available machinery capacity;

ii) As per the terms of the settlement, employees also agreed to certain changes, but not honoured their commitment and as a result of which, there was a huge production loss for the company;

iii) In view of the above, directions need to be issued first to the employees to fulfill their commitment in terms of the settlement dated 7.7.2009 as a pre-condition for taking up interlocutory application for grant of interim relief;

iv) The comparison made by the Employees Union with regard to the wages obtaining in the region are all Engineering Companies and hence such comparison cannot be the basis for any revision of wages or for seeking parity; and

v) As per the Consumer Price Index (CPI), there has been increase in the D.A. and enhanced D.A. fully neutralized rise in prices and therefore, the demand for interim relief cannot be sustained.

14. As regards the maintainability of the interlocutory application, on behalf of the Employees Union, ruling reported in 1959(2) LLJ 544 (Management of Hotel Imperial, New Delhi and others versus Hotel Workers' Union) was cited, wherein, it was held that even in the absence of specific reference to the Tribunal under Section 10(4) of the Industrial Disputes Act, the Labour Court/Tribunal can always decide the matter as incidental one to the issues referred for adjudication. On behalf of the Employees Union, another decision was also cited, reported in 1992 MLJ (E.I.D. Parry (India) Ltd. and another versus The Presiding Officer, Industrial Tribunal, Madras and another) and also another decision reported in (2014)14 SCC 483 (Goa MRF Employees Union versus MRF Limited) in support of the contention that the interim relief claimed by them, was perfectly maintainable and the Tribunal had the power to grant the interim relief, though in the absence of reference.

15. Apart from assailing the objections of the Management as to the maintainability of the interlocutory application, seeking interim relief, the Employees Union also contended before the Tribunal that there should be equitable distribution of financial resources of the employer company supporting the wage increase to the tune of not less than Rs.20,000 per month. According to the employees, the average wage for an individual at the time of expiry of settlement in July 2013 was about Rs.19,000/- per month and in the absence of any similar industry

in the region, the other industries can be compared for the purpose of wages paid to their employees. In this connection, on behalf of the Employees Union also, a decision reported in 1964 (1) LLJ 342 (Greaves Cotton and Co.Ltd., and others versus Their workmen) was cited, stating that in the absence of similar nature of industries, if number of other industries are available in the region, the same can be taken into consideration for arriving at wage fixation. In the instant case, Employees Union had only based the claim on the region-cum-industrial formula and compared the wages paid to the employees in respect of neighbouring industries, namely, M/s.Ashok Leyland, etc. According to the Employees Union, the wages obtaining by the employees in those companies, minimum of Rs.30,000/- per month and as high as Rs.49,000/-.

16. The Employees Union also contended that even the same Management which has different unit at Kottayam, the employees were getting wages around Rs.43,000 per month and also refuted the contention of the Management that there was productivity loss due to non-fulfillment of commitment undertaken by the employees, stating that the Management was awarded with Champion of Champions Award to their Tiruvotriyur unit and plant performance incentive details for the relevant period demonstrating that the employees were giving maximum production and the Management earned huge profits. In fact, on behalf of the Employees Union, balance sheet was also filed which shows that the company was making consistent profits during the relevant period and that they had sufficient means to pay the increased wages demanded by the employees.

17. Taking note of the submissions of the Employees Union and the Management, the Industrial Tribunal had come to the conclusion that the interlocutory application for interim relief was maintainable. While coming to such conclusion, the Tribunal referred to an order, dated 3.4.2014 passed by this Court in Contempt Petition No.1080 of 2014, which was marked as Exhibit P2, giving liberty to rise the issue of interim relief before the Tribunal.

18. After holding the interim application was maintainable, the Tribunal embarked upon the issue on its merits as to whether the claim for Rs.15000/- per month as interim relief with effect from 6.7.2013 was justified or not?

19. In order to justify the claim for grant of interim relief, the Employees Union marked several documents before the Tribunal in order to demonstrate that the Management has sufficient means to pay the increased demand and the capacity to compensate was beyond doubt. A balance sheet was also marked to show that during the relevant period, the company was shown to have earned profits to be taxed to the tune of Rs.1226.80 Crores and Reserves and surplus was to the tune of Rs.3640.90 Crores. Documents were also marked to show that there was increase in

production and profit during the relevant time. It was also established that there was no other establishment in the region of similar in nature as that of the subject company herein, which fact was admitted by the parties. The Employees Union has also gone to the extent of marking the balance sheet of other industries in the region and salary slips of the employees of those establishment. Further, the documents were marked to show that the employees of the same company in different units at Goa and Kottayam were getting Rs.45,000/- and Rs.37674/- as salary per month. In view of unequivocal demonstration of facts in order to bolster their claim, the Employees Union demanded for fair wages and relied upon a decision in that connection, reported in 1958 (1) LLN 1, that the employees are entitled to fair wages prevailing on par with other industries in the region in order to lead a modest life and entitlement of fair wages has nexus with the capacity of the employer to pay. In the instant case, the employer has more than normal capacity to pay the increased demand. It was also contended that in contrast to the low wages paid to the employees, the Managerial staff were being paid with high salary running to lakhs of rupees per month and the shares of the company have very high value in the market.

20. The Cumulative contention of the employees is that they are entitled to fair wages in commensurate with the wages obtaining in similar companies in the region and pending adjudication before the Tribunal, they are entitled to at least Rs.15,000/- per month as an interim arrangement in order to tide over the rising prices of essential commodities and inflationary trends.

21. While passing the order, the Industrial Tribunal has taken into consideration the submissions made on behalf of the Management that the employees indulged in stoppage of work and production at Tiruvotriyur unit, and the commitment undertaken by the employees in the last wage settlement has not been fulfilled and hence, the question of grant of any interim relief would not be justifiable. The said objection was discountenanced by the Tribunal as such, objection being contrary to the facts established by the employees by way of documentary evidence. The Management was making huge profits during the relevant time and the shares of the company had huge value in the market and there was increased profit as a consequent of the increased production and the Award of Champion of Champions was also granted to the said unit for their exemplary production. Therefore, in these circumstances, the Tribunal had come to the conclusion that the employees were entitled to fair wages and having concluded as such, the Tribunal took upon itself the exercise of what would be 'justifiable wages' to be granted by way of interim relief to the employees pending adjudication of the dispute. The Tribunal, finally awarded interim relief of Rs.4,000/- per month and a lump sum of Rs.10,000/- per employee. The said figure was arrived at solely on the basis that the earlier wage settlement

dated 7.7.2009 which expired on 6.7.2013 provide for increase of Rs.3680/- and it rounded off to Rs.4,000/- without prejudice to the contention of the parties in the main dispute.

22. While granting the interim relief, the Tribunal was confronted with the conflict of submissions made by the parties whether the interim relief should be granted retrospectively from the date of expiry of the last wage settlement, i.e. 6.7.2013 or from the prospective date, i.e. from the date of the order.

23. While deciding the said issue, the Tribunal perused the relevant documents and had come to the conclusion that there was interregnum period from the expiry of the previous wage settlement and the coming into force the last wage settlement, and no interim order of payment was made and in support of that no proof of any such ad hoc payment was produced. Therefore, the Tribunal had held that in the previous, all the past wage settlements were given only as prospective effect. In fact, on behalf of the Management, a decision was cited in support of prospective application of the interim relief reported in 1959 AIR SC 676 (Lipton Ltd. versus Their Employees) and 1964 (1) LLJ 342 (Greaves Cotton and Co.Ltd., and others versus Their Workmen). Agreeing with the the contention of the Management, the Industrial Tribunal partly allowed the interlocutory application and directed the Management to pay a sum of Rs.4,000/- per month to each of the employees from the date of its order till the disposal of the industrial dispute and also a lump sum of Rs.10,000/- to each employee. The amount given to the employees was directed to be adjusted in the award if any to be passed in the main industrial dispute.

24. As against the interim relief granted by the Industrial Tribunal, both the Employees Union and the Management filed the Writ Petitions.

25. W.P.No.29636 of 2015 was filed by the Employees Union, assailing the order of the Tribunal, contending that the interim relief of Rs.4000/- from 12.8.2015 and Rs.10,000/- as lump sum payment per employee, is too meager as opposed to the prayer for interim relief for Rs.15,000/- with effect from 7.7.2013.

26. W.P.No.36311 of 2015 was filed by the Management, assailing the interim relief granted by the Tribunal in its entirety including the issue of maintainability of I.A.No.52 of 2014 in the pending industrial dispute.

27. Both the writ petitions were taken up for final disposal by the learned Judge and a common order was passed on 17.12.2015, dismissing both the writ petitions.

28. The learned Judge passed a very detailed order and ultimately found that the grant of Rs.4,000/- per month to each

employee by way of interim relief was based on certain principles, which the Tribunal had adopted and the interim relief granted by the Tribunal was a balancing act, safeguarding the interest of both the Employees Union and the Management and there was no error in exercise of such discretion by the Industrial Tribunal nor can it be said a quantum so fixed either arbitrary or fanciful. The learned Judge, further held that the parameters adopted by the Tribunal were sound and the reasons were justifiable.

29. In the proceedings before the learned Judge, the parties have reiterated their submissions. On behalf of the employees, the Employees Union strenuously placed before the learned Judge that their original demand for Rs.15,000/- per month was justifiable from the facts and circumstances demonstrated before the Industrial Tribunal and though the Tribunal had granted them some relief, the same was not enough and not commensurate with the rising prices index and the interim relief cannot be computed only on the basis of the last increase given in the previous wage settlement and the employees actually are entitled to the higher amount and the amount granted by the Tribunal was inadequate and the interim relief, therefore, is liable to be interfered with.

30. On behalf of the Management, the issue of maintainability was raised and also the justification or otherwise of the relief granted by the Tribunal was questioned before the learned Judge.

31. The learned Judge, after adverting to the submissions of the rival parties and the decisions cited before him, has come to the conclusion that as regards the issue of maintainability raised by the Management, the same was discountenanced by the Industrial Tribunal and no interference was called for in the writ petition.

32. On the issue of justification of grant of interim relief, the learned Judge has categorically held that the Industrial Tribunal had adopted proper parameters and criteria while granting the interim relief. With these two conclusions, the learned Judge dismissed the writ petition filed by the Management.

33. As far as the Writ Petition filed by the Employees Union in W.P.No.29636 of 2015 is concerned, the learned Judge held that the Tribunal had power to entertain an application under Section 10(4) of the Industrial Disputes Act for grant of interim relief and the Tribunal was justified in entertaining the interlocutory application and the dispute which was referred for adjudication was in regard to the wage revision and what the employees sought for was only an interim relief as ad hoc payment, pending such adjudication which undoubtedly was incidental to the main relief. In such view of the matter, the

learned Judge categorically held that I.A. filed by the Employees Union for interim relief was maintainable both on law as well as on facts. However, as regards the issue contended on behalf of the Employees Union, regarding grant of Rs.4000/- per month by way of interim relief and lump sum of Rs.10,000/- per employee, which according to them, was much less and the Tribunal ought to have granted them the relief of Rs.15,000/- per month as per their prayer in interlocutory application, the learned Judge discountenanced their submissions also both on facts and on law, holding that the Industrial Tribunal had approached the issue based on certain principles and adopted the same for arriving at the said figure. According to the learned Judge, the interim relief granted by the Industrial Tribunal is perfectly justified and does not call for any interference. In such view of the matter, the learned Judge also dismissed the writ petition filed by the Employees Union.

34. It is also to be seen that on behalf of the Management, it was contended that the Tribunal had virtually adjudicated the main dispute itself while granting the interim relief and there was nothing more to be considered by the Tribunal at the time of adjudication of the dispute.

35. On behalf of the Management, elaborate references were made to the factual averments and submitted that the Tribunal could not have applied region-cum-industrial formula principle and the interim relief being an equitable relief, ought to have considered the conduct of the employees in not adhering to many commitments undertaken by them in the wage settlement. It was also contended that the Management had also approached the Government and raised an industrial dispute and the same was referred for adjudication in G.O.Ms.No.517, dated 22.9.2015 and by the said G.O., nine issues have been referred for adjudication to the Tribunal. The issues pertaining to non-compliance of various obligations on the part of the employees under earlier settlement dated 7.7.2009 which had taken on file as I.D.No.8 of 2014 and as the employees were guilty of breach of settlement dated 7.7.2009, cannot be heard to complain against the Management and cannot be compensated by way of interim relief. Further, the said contentions were dispelled and the learned single Judge has concluded that the discretionary exercised by the Tribunal in favouring the employees by way of interim relief, did not suffer from any error and the findings given by the Tribunal were prima facie finds to support its conclusion regarding the entitlement of the employees for interim relief, such discretion exercised by the Tribunal, according to the learned Judge did not call for interference.

36. In regard to the other objections by the Management, with regard to the reference of their issues referred for adjudication, the learned Judge held that the reference was made only by G.O.Ms.No.517, dated 22.9.2015, but the interim relief

was granted on 12.8.2015, i.e. prior to the date of reference. Therefore, the same cannot be held against the relief being granted to the employees by the Industrial Tribunal.

37. In the light of the reasons as set forth above by the learned single Judge, both the Writ Petitions filed by the Employees Union as well as the Management, came to be dismissed.

38. Aggrieved by the orders passed by the learned single Judge vide common order dated 17.12.2015, both the Labour Employees Union and Management have filed the present writ appeals, assailing the order of the learned single Judge on various grounds.

39. The Employees Union filed appeal in W.A.No.559 of 2016, challenging the order of the learned single Judge for merely confirming the interim relief granted by the Industrial Tribunal and not granting the interim relief as prayed for by the Employees Union.

40. The Employees Union also filed another appeal in W.A.No.560 of 2016 against the order passed by the learned single Judge in respect of the writ petition filed by the Management that the employees were not entitled to retrospective implementation of the interim relief granted by the Industrial Tribunal and they were entitled to only prospectively, i.e., from the date of the order when the interim relief granted by the Tribunal on 12.08.2015.

41. The Management filed the writ appeal in W.A.No.186 of 2016, assailing the interim relief granted by the Industrial Tribunal and the decision of the learned single Judge upholding the same in its entirety.

42. Pending disposal of the writ appeals, contempt petition in C.P.No.1375 of 2016 was also filed by the Employees Union for non implementation of the interim relief granted by the Industrial Tribunal.

43. Two other writ petitions, one by the Employees Union and another by the Management, namely, W.P.Nos.36311 and 27595 of 2016 respectively were filed, which were directed to be heard along with the appeals.

44. The Writ Petitions appeared to have been filed by the parties in view of the action taken by the Management vide instructions dated 23.11.2015 bringing about certain changes in the service conditions of the employees and their sole motive was to defeat the rights of the employees to enjoy the interim relief granted by the Industrial Tribunal as awarded to the Employees Union. The said communication gave rise to filing above two interlocutory applications in I.A.Nos.149 and 150 of 2015 in I.D.No.8 of 2014, questioning the action of the

Management in bringing about changes in the methods and work practice pending arrival of main dispute before the Industrial Tribunal without any notice and without adhering to the provisions of the Industrial Disputes Act. In response to the said interlocutory applications, the Management has also filed interlocutory applications in I.A.Nos.151 and 152 of 2015 in I.D.No. 8 of 2014 challenging the maintainability of the said applications filed by the Employees Union.

45. The Interlocutory Applications were disposed of by the Industrial Tribunal vide order dated 3.2.2016 which gave rise to the contempt application No.1375 of 2016 and two writ petitions by the Employees Union and another by the Management, namely, W.P.Nos.35891 of 2016 and 27595 of 2016 respectively challenging the orders passed by the Industrial Tribunal.

46. Since the Contempt application referred to herein above, only in regard to action initiated by the Management subsequent to the grant of interim relief by the Industrial Tribunal dated 12.8.2015, the issues relating thereto will be dealt with later.

47. As regards the appeals filed by both the Employees Union and the Management are concerned, Shri V.Prakash, who is appearing as President of the Employees Union, elaborately submitted in support of the appeals and impressed upon this Bench that the Industrial Tribunal as well as the learned single Judge have not appreciated the claim of the Employees Union in proper perspective notwithstanding the fact that the Industrial Tribunal had granted the interim relief which has been upheld by the learned single Judge. According to Shri Prakash, in view of the admitted position that the prevailing rate of wages in the neighbouring industries in the region were very much higher and the same was demonstrated by the Employees Union in no uncertain terms before the Industrial Tribunal and coupled with the fact that the capacity of the company to pay the claim of the employees in full by way of interim relief, the Tribunal ought to have granted the claim as prayed for by the Employees Union and ought not to have restricted the amount to Rs.4,000/- per month and a lump sum of Rs.10,000/-. According to him, though the learned Judge has granted initial interim relief of Rs.8500/- during the pendency of the writ petition, however, finally, the learned Judge has confirmed the quantum of the amount granted by the Tribunal and held that the amount so arrived by the Industrial Tribunal had sound basis and the same was not arbitrary and fanciful.

48. Shri V.Prakash, contended that since there was huge increase in salaries and the managerial staff and the dividend declared to shareholders to be 500% and the evidence let in on behalf of the Employees Union to that effect was also not seriously disputed by the Management. He also contended that there must be an equitable distribution of wages and in support of his contentions, he relied upon the decision of this Court

reported in (2010) 2 LLJ 175 (Management of Bata India Limited, Hosur versus Presiding Officer, Industrial Tribunal, Chennai). According to him, fixation of wages should be in such a way that the same must aim to secure social and distributive justice and the Tribunal having found wages in the region were very much higher and the company was enjoying huge profits consistently for the relevant period and the Directors and Managers of the company were enjoying huge salaries since more than 150% increase was given effect to, the Tribunal failed to take into consideration such vital aspects while granting interim relief. According to him, in all fairness, the Tribunal ought to have granted the relief as prayed for.

49. Shri V.Prakash, further contended that the learned Judge failed to appreciate the above vital and legal position and hence, the order of the learned Judge to the extent that he did not grant the interim relief as prayed for by the Employees Union, was bad in law. He further contended that the order passed by the Tribunal erred in holding that the employees were not entitled to retrospective implementation of the interim relief either from the date when the last wage settlement expired or from the date of interim application dated 17.6.2014.

According to him, since more than three years have lapsed after expiry of last wage settlement, the employees were at least entitled to retrospective implementation of the interim relief in order to enable the employees to tide over the financial crisis in the interregnum till final adjudication takes place and an award passed in the main industrial dispute.

50. He also assailed the finding of the learned Judge in upholding the Industrial Tribunal's finding on this aspect, namely, that the employees were entitled to only prospective implementation, i.e. from the date of the order granting the interim relief and not retrospectively.

51. Per contra, on behalf of the Management, several objections were raised before the Industrial Tribunal as to the maintainability of interlocutory application in I.A.No.52 of 2014 for interim relief and also on its merits. The main objections put forth by the Management were that the Industrial Tribunal had no power to grant any interim relief and even if any such relief was granted, the same was not enforceable in law since it could not be termed as an award which can be enforced under the provisions of the Industrial Disputes Act. Further, the Employees Union having raised an issue of interim relief before the Government and the Government did not think it fit to refer for adjudication and therefore, the same could not be the subject matter of adjudication by the Industrial Tribunal even by way of any interim orders, much less final orders.

52. Any grant of interim relief pending industrial dispute tantamount to final adjudication of the dispute itself and hence, such exercise by the Industrial Tribunal was not

permissible in law. Apart from the objections regarding the maintainability, on merits of the claim for interim relief, the Management objected to it on the ground that the wages and allowances of the employees were determined by the periodical long term settlement concluded between the Employees Union and the Management and in the previous long term settlement, while considering the increase in wages, employees agreed to revised workload, manning and improvement in productivity and optimum utilization of available machinery capacity, unless the employees were shown to have fulfilled their part of commitment under the wage settlement, the question of grant of any interim relief ought to be preceded with the direction to the employees to carry out their commitment in terms of last wage settlement dated 7.7.2009 as a matter of pre-condition. It was also contended that D.A. granted to the employees fully neutralized in rise of prices and hence, the demand for interim relief cannot be sustained and in any event, the employee cannot be allowed to compare the wages paid in other industries in the region which were only Engineering companies and not identical to the present industry. Finally, the Management contended that any interim relief granted, can only have prospective implementation as the terms of previous wage settlement would continue to be in operation till new settlement is put in place.

53. Mr.G.Masilamani, learned senior counsel reiterated the submissions as above and assailed both the interim relief granted by the Industrial Tribunal as well as the order of the learned single Judge, upholding the interim relief granted by the Industrial Tribunal.

54. We heard the detailed arguments advanced by Shri V.Prakash appearing for the Employees Union and Mr.G.Masilamani, learned senior counsel appearing for the Management and perused the entire records, written arguments filed on behalf of the Employees Union and compilation of decisions submitted along with the written arguments.

55. As regard the objection regarding the maintainability of the interim relief, it would be seen that under Section 10(4) of the Industrial Disputes Act, the Tribunal has power to decide the question incidental to the terms of the reference referred for adjudication and as in the instant case, one of the terms of references, was wage revision of the employees and hence, the grant of interim relief by the Tribunal pending disposal of the main dispute, was incidental question which squarely falls within the scope of Section 10(4) of the Industrial Disputes Act. Such power which vests in the Labour Court/Industrial Tribunal, is fully recognized by the Hon'ble Supreme Court in its decision reported in "(1959) 2 LLJ 544 (Management of Hotel Imperial, New Delhi and others versus Hotel Workers Union)". The relevant portion of the observation made by the Hon'ble Supreme Court in para 21 and 22 regarding the subject matter is extracted herein below:

"21. After a dispute is referred to the tribunal under S. 10 of the Act, it is enjoined on it by S. 15 to hold its proceeding expeditiously and on the conclusion thereof submit its award to the appropriate government. An "award is defined in S. 2 (b) of the Act as meaning "an interim or final determination by an Industrial Tribunal of any industrial dispute or of any question relating thereto". Where an order referring an industrial dispute has been made specifying the points of dispute for adjudication, the tribunal has to confine its adjudication to those points and matters incidental thereto; (S. 10 (4)). It is urged on behalf of the appellants that the tribunal in these cases had to confine itself to adjudicating on the points referred and that as the question of interim relief was not referred to it, it could not adjudicate upon that. We are of opinion that there is no force in this argument, in view of the words "incidental thereto" appearing in S. 10 (4). There can be no doubt that if, for example, question of reinstatement and/or compensation is referred to a tribunal for adjudication, the question of granting interim relief till the decision of the tribunal with respect to the same matter would be a matter incidental thereto under S.10 (4) and need not be specifically referred in terms to the tribunal. Thus interim relief where it is admissible can be granted as matter incidental to the main question referred to the tribunal without being itself referred in express terms.

"22. The, next question is as to, how the tribunal should proceed in the matter if it decides to grant interim relief. The definition of the word "award" shows that it can be either an interim or final determination either of the whole of the dispute referred to the tribunal or of any question relating thereto. Thus it is open to the tribunal to give an award about the entire dispute at the end of all proceeding. This will be final determination of the industrial dispute referred to it. It is also open to the tribunal to make an award about some of the matters referred to it whilst some others still remain to be decided. This will be an interim determination of any question relating thereto, In either case it will have to be published as required by S. 17. Such awards are however not in the nature of intent relief for they decide the industrial dispute or some question relating thereto. Interim relief, on the other hand is granted under the power conferred on the

tribunal under S. 10 (4) with respect to matters incidental to the points of dispute for adjudication."

56. From the above, it could be seen that the power to grant interim relief under Section 10(4) of the Industrial Disputes Act is vested in the Labour Court/Industrial Tribunal and the only aspect which has to be considered is as to whether the issue decided, is incidental to the main terms of the reference. In the instant case, there cannot be any other conclusion except to conclude that the grant of interim relief is only incidental to one of the main issues referred to the Industrial Tribunal, namely, wage revision and other aspects. In fact, such power vested in the Labour Court/Industrial Tribunal is left in tact where the same issue was raised by the Hon'ble Supreme Court in its decision in "2014 (14) SCC 483 (Goa MRF Employees Union versus MRF Limited)". Therefore, the order of the Industrial Tribunal, over ruling the objections of the Management as to the maintainability of the interlocutory application (I.A.52 of 2014) for interim relief is very much as consequent to the provisions of the Industrial Disputes Act as well as the law laid down by the Hon'ble Supreme Court in the decision cited supra. The learned single Judge has also rightly upheld the decision of the Industrial Tribunal on this aspect which, in our view, does not call for any interference.

57. As regards the interim relief and the quantum of interim relief are concerned, the Industrial Tribunal, after noting the objections raised by the Management, held that admittedly, price index shows the increased cost of living and the employees were unable to meet their monthly liability in respect of various expenses, which was proved by marking several documents, viz., loan details, school and college fee receipts, etc. and since the wage settlement had expired on 6.7.2013 and considerable time had lapsed thereafter, there was some justification for grant of interim relief in favour of the employees. On behalf of the employees, balance sheet of the company for the relevant period was produced and the same was also marked as one of the exhibits and the balance sheet had shown huge profits earned by the company. However, the objection of the Management that the employees did not fulfill their part of commitment under the last wage settlement and therefore, the company suffered loss of productivity. The said objection was found to be false by the Industrial Tribunal since the company during the relevant time continued to make huge profits and also was awarded with Champion of Champions Award for their unit at Thiruvotriyur.

58. The financial capacity of the company to pay any additional increase in wages by way of interim relief was not seriously disputed in the form of any documentary evidence or otherwise by the Management. In such circumstances, the Industrial Tribunal had rightly come to the conclusion and thereafter, embarked upon on exercise of what would be

justifiable interim relief which could be granted to the employees.

59. After perusing the exhibits marked on either side and after adverting to the contentions raised on both sides, the Industrial Tribunal had come to the conclusion that a sum of Rs.4000/- per month per employee would be justifiable towards interim relief pending disposal of the main dispute and accordingly, granted the same. The Industrial Tribunal had come to the said conclusion on the basis of the fact that in the last wage settlement, there was an increase of Rs.3680/- and hence Rs.4000/- would be justifiable amount. The Tribunal has also granted one time lump sum of Rs.10,000/-to each of the employee.

60. As regards the grant of Rs.4000/- per month, the Tribunal had solely acted upon the fact of increase in the earlier wage settlement without appreciating the fact that the company had been making huge profits and the balance sheet of the company disclose sound financial health of the company and the salaries of the managerial class had been increased multifold and the company having made huge profits, had been sponsoring many sports events in order to promote their brand. In fact, these facts were not seriously disputed by the Management as they were borne out by the documents.

61. While granting the above interim relief, there was a contention between the parties as to when the same should be implemented, i.e. whether the implement will take effect from the expiry of the last wage settlement or from the date of application (I.A. 52 of 2014) or from the date of the order of the Tribunal?

62. The finding of the Industrial Tribunal in this regard is that the employees were not able to prove that in between two wage settlements, in the past, any subsequent revision was put into retrospective effect and therefore, in the past, all the wage settlements were given with prospective effect. In fact, on behalf of the Management, a decision of the Hon'ble Supreme Court was cited, which reported in 1959 AIR SC 676 (Lipton Ltd. versus Their Employees) stating that wage revision can be given effect to from the date of the award. In the said decision, the Hon'ble Supreme Court held that the demands of wage revision put forth by the Employees Union were exorbitant and the Management was justified in refusing the demands in toto. In the factual matrix of the that case, the Hon'ble Supreme Court held that it will be more just to bring new scales of pay prospectively. The Hon'ble Supreme Court, however, did not lay down any law on the implementation of interim relief/award either retrospectively or prospectively as the case may be. In any event, the Industrial Tribunal accepted the contention of the Management and granted the interim relief prospectively from the date of the order, i.e. from 12.8.2015. The said portion of the order was upheld by the learned single Judge also warranting no interference.

The learned single Judge after hearing the submissions of the parties, has passed common order dated 17.12.2015 disposing both the writ petitions filed by the Employees Union as well as the Management, viz., W.P.No.29636 and 36311 of 2015 respectively. The Industrial Tribunal as well as the learned single Judge have correctly held that as per Section 10(4) of the Industrial Disputes Act, the Labour Court/Tribunal has power to decide the question incidental to the main issues referred for adjudication and such power, as held supra was supported by the decision of the Hon'ble Supreme Court reported in 1959(2) LLJ 544 (Management of Hotel Imperial, New Delhi and others versus Hotel Workers' Union) and the said legal position remains as it is as on date. Therefore, the contention of the Management that the Industrial Tribunal order granting the interim relief is unsustainable in law, has to necessarily fail. However, this Court, while upholding the Tribunal's order granting interim relief and the learned single Judge upholding the same, will have to see whether grant of lump sum of Rs.10,000/- and quantum of Rs.4000/- per month towards interim relief, is justified? in the circumstances of the case.

63. In this connection, it is to be seen that the last wage settlement having come to be expired as early as on 6.7.2013 and the next wage settlement period if at all was there, is coming to close in the next few months, whether an employee has reasonably compensated by grant of Rs.4000/-.

64. As stated earlier in the judgment, that there was a clear finding by the Industrial Tribunal that there was huge increase in the salaries of the managerial class and dividend declared to the shareholders by 500%, which fact was not disputed by the Management. Further, the Tribunal also rendered a finding as to the wages obtaining in similar industries in the region, which were far and excess of wages paid to the present employees of the Management. Moreover, the financial capacity of the company was also sound showing profit before tax to the tune of Rs.1226.80 Crores and Reserves and surplus was to the tune of Rs.3640.90 Crores. The objections of the Management regarding non-fulfillment of the obligations on the part of the employees under the last wage settlement, was rejected by the Tribunal as the same was not established and in any case, the balance sheet showed that there was no loss of productivity and the Company was making huge profits for the relevant period. In fact, before the Industrial Tribunal on behalf of the Employees Union for grant of fair wages, what ought to be considered was whether the employee has capacity to pay and whether the wage level prevailing in the other industries in the region, were similar and the need of employees to lead a decent life and that the quantum of salary paid to other category of employees of the same company. In fact, oral evidence was let in to show before the Industrial Tribunal that the General Manager was paid Rs.1,50,000/- per month as salary during 2009 and his pay has been revised to Rs.3,00,000/- per month and the salary of full

time Directors which was 2,31,42,241/- per year during 2009, which had been increased to Rs.3,49,23,051/- during 2013 and the company's dividend declared during 2010 is 500% and the share of the respondent company having face value of Rs.10/- was sold in the market at Rs.40,000/-. The Tribunal also gave a finding that the respondent Management had not disputed the evidence let in on behalf of the Employees Union with any material particulars. In such view of the matter, the Tribunal has rightly come to the conclusion that there was a fit case for grant of wages by way of interim relief.

65. However, while recording the findings in favour of the Employees Union and against the Management, the final quantum arrived at by the Industrial Tribunal of meager Rs.4000/- per month, in our view, does not appear to be justified. When the salaries of the managerial class which being increased multifold running to lakhs and crores of rupees, the work force which constitute the backbone of the company, cannot be deprived of their due share and cannot be treated thus, unfairly. Although this Court conscious that the final adjudication of the wage revision is yet to happen, in view of efflux of considerable time from the date of reference till date, the quantum of interim relief to the employees, is required to be increased little more, though the entire claim of the Employees Union of Rs.15,000/- per month need not be granted.

66. Considering all the circumstances including the financial capacity of the company, the salaries of the Managerial class, the profits earned by the company for the relevant period and the constant rise in the prices, we are of the considered view that it is fair and just that atleast 50% of the claim made by the employees can be granted by way of interim relief. By granting 50% of the total claim by way of interim relief, i.e. Rs.7500/-, the burden of the company may not be much considering the profit earned during the relevant period. According to the Union, even if Rs.15000/- is granted as interim relief, the total liability for the company is only around Rs. 66 crores as against the profit of Rs. 1226.80 Crores before tax. That being the case, the present interim relief, which this Court finds justified in granting will be of little consequence in terms of the financial burden of the company.

67. Further it has to be seen whether the Tribunal was justified in granting the interim relief prospectively from the date of its order which was, of-course upheld by the learned single Judge. I.A.No.52 of 2014 was filed on 17.6.2014, seeking interim relief and the order came to be passed in the said I.A., on 12.8.2015. Though on behalf of the employees, it was not established before the Tribunal that there was retrospective revision of wages in past wage settlement, nevertheless it is to be seen that the grant of interim relief will only help the employees to tide over their financial crisis during adjudication of their dispute since generally, final

award may take a long time and the employees concerned are not put more prejudice pending the same. Therefore, in all fairness, the industrial Tribunal ought to have granted the interim relief atleast from the date of the application i.e. I.A.No.52 of 2014, if not from the date of expiry of last wage settlement.

68. This Court, is therefore, of the view that it is just and necessary that the interim relief which is modified as Rs.7500/- per month per employee is directed to be paid from the date of I.A.No.52 of 2014, i.e. 17.6.2014 and the same shall continue to be paid subject to the final out of the award in I.D.No.8 of 2014.

69. In these circumstances, the order of the Industrial Tribunal dated 12.8.2015 and the order of the learned single Judge dated 7.8.2014 is modified to the extent indicated above.

70. In the result, the appeal filed by the Employees Union in W.A.Nos.559 and 560 of 2016 are ordered accordingly and the appeal filed by the Management in W.A.No.186 of 2016 is dismissed.

71. Be that as it may, during the pendency of the Writ Petitions before the learned single Judge and after the order passed by the Industrial Tribunal in I.A.No.52 of 2014, a slew of change in service conditions of the employees was brought with effect from 23.11.2015 on the basis of Company's instructions.

72. According to Shri V.Prakash, the said action conveyed on 23.11.2015 was an attempt made by the company to deprive the employees of the financial relief granted by the Industrial Tribunal as well as this Court. Such unilateral action was questioned by the employees and consequently, two interlocutory applications were moved by the Employees Union in the pending I.D. 8 of 2014, viz., I.A.Nos.149 and 150 of 2015 for protecting their wages and interim relief granted by the Tribunal.

73. Objecting to the maintainability of the said interlocutory applications, the Management has also moved two interlocutory applications, viz., I.A.Nos.151 and 152 of 2016 raising the issue of maintainability of the interlocutory applications filed on behalf of the Employees Union. However, all the interlocutory applications were disposed of by the Industrial Tribunal on 3.2.2016 holding that it is for the parties to work out their remedies separately before the appropriate forum. However, while disposing the applications, the Tribunal gave interim protection that the relief granted to the employees was to be protected for two months only. Further, while disposing of the interlocutory applications vide order dated 3.2.2016, the Tribunal found prima facie case put forth by the employees with the following observation in para 59 of the order.

"59. As discussed in the earlier paragraph, prima facie the petitioners have made out the case of change of service conditions from 23.11.2015 onwards. Even though it has been contended by the respondent that some settlements have been provided implementation of changes the same have not been prima facie substantiated by the respondent and there is no explanation why this changes have been effected from 23.11.15 onwards by altering the existing practice. The change of existing practice has directly disable the workmen in decide their regular employment. As stated by the counsel for the petitioner the change in service condition has directly resulted in disabling the workmen to do their regular work which resulted in causing loss of their wages as well as incentives. This probabilized their allegation that only for the purpose of preventing the workmen from enjoying the fruits of interim order passed by the Hon'ble High Court as well as this Tribunal, hurriedly change of service conditions have been modified. Since the action of the respondent is directly having connection with the order passed by this Tribunal in I.A.52/14 and the order passed by the Hon'ble High Court in W.P.No.29636/15, I am of the view that action of the petitioners in filing this petitions before this "Tribunal in order to get quick remedy could not be find fault by the respondent.

74. However, notwithstanding the observation, the Tribunal has directed the employees to take independent action against the Management if at all they are aggrieved by any subsequent decision of the Management which was not in conformity with the provisions of the Industrial Disputes Act.

75. Aggrieved by the orders passed by the Tribunal, dated 3.2.2016, once again both the Employees Union and the Management filed writ petitions in W.P.Nos.36311 and 27595 of 2016 respectively.

76. The prayer in W.P.No.36311 of 2016 filed by the Employees Union is as follows:

"To Call for the records of the 1st respondent in connection with the Common Order in I.A. Nos.149 150 151 and 152 of 2015 pronounced on 3rd day of February 2016 in I.D. No.8 of 2014 and quash the same in so far as the Learned Tribunal has not allowed the application of the workmen in I.A. Nos.149 and 150 in full."

77. The prayer in W.P.No.27595 of 2016 filed by the Management is as follows:

"To call for the records of the 1st respondent in I.A. No.149/15 and 150/15 in I.D. No.8 of 2014 and quash its Common Order dated 3.2.2016."

78. However, both the writ petitions were directed to be posted for hearing along with the present appeals.

79. In the meanwhile, according to the Employees Union, the Management continue to deduct wages in the form of new service conditions in order to defeat their legitimate right to reap fruits of interim relief, though came up with contempt application on 1.3.2016 for non-compliance of the order in I.A.Nos.52 of 2014, 149 and 150 of 2015.

80. As regards filing of the writ petitions by both the Employees Union and Management, the issues revolve around the introduction of service condition with effect from 23.11.2015. In fact, any action whether in actuality detrimental to the interest of the employees, give rise to the separate cause of action and same cannot be part of the pending dispute between the parties. Having said so, whether it is open to the Management to bring about any change unilaterally in the service conditions when a host of issues relating to wage revision were referred for adjudication before the Industrial Tribunal.

81. The Tribunal disposed of the interlocutory applications, holding that the alteration of service condition, has to be questioned by way of separate dispute under Section 33-A of the Industrial Disputes Act, which according to Shri V.Prakash, who is representing the Employees Union, it is contrary to the law laid down by the Constitutional Bench of the Hon'ble Supreme Court reported in 2002(2) SCC 244 "(Jaipur Zila Sahakari Bhoomi Vikas Bank Ltd. versus Ram Gopal)". According to the provisions of the Industrial Disputes Act, when any decision taken by the Management, in connection with the dispute pending adjudication before the Labour Court/Tribunal, prior permission is required for such decision and in the absence of the same, the decision is not enforceable. In case the employees are aggrieved by the action of the Management, which action is connected with the dispute pending before the Industrial Tribunal, it is always open to the Employees Union to agitate their grievances before the appropriate forum in terms of the provisions of the Industrial Disputes Act, particularly Section 33 of the Act. It is also open to the Employees Union to move an interlocutory application for interim direction pending consideration of the complaint. In case any such interim application is filed for interim direction, the Tribunal is directed to dispose of the same within a period of two months from the date of application after hearing the objections of the Management and pass orders thereon. Since the determination of rights and liabilities has not attained finality as between the parties either in the original dispute or in subsequent development, the question of taking any action under Contempt of Courts Act, in our

considered view, does not arise. Therefore, the Contempt Petition is closed.

82. For the foregoing reasons and also for the reason that the order of the Industrial Tribunal and the learned single Judge is also modified while disposing the Writ Appeals, viz., W.A.Nos.559, 560 and 186 of 2016 and in view of the direction given in penultimate paragraph, no further orders are necessary to be passed in the present Writ Petitions, viz., W.P.Nos.27595 and 33211 of 2016. Accordingly the Writ Petitions are closed. In the circumstances, there shall no order as to costs.

Since considerable time has lapsed after expiry of the last wage settlement and terms of reference have been pending for adjudication from 2014 onwards, the Tribunal is directed to pass award in I.D.No.8 of 2014 as expeditiously as possible.

In furtherance of the Judgment delivered today, it is made clear that the amount shall be disbursed to the accounts of the workmen within a period of four to six weeks from today.

Sd/-
Assistant Registrar(CO)

//True Copy//

Sub Assistant Registrar

Suk/ssk

To

The Presiding Officer,
Industrial Tribunal,
Chennai 01.

+1cc to Mr.V.Prakash, Advocate, S.R.No.70932
+2cc's to Mr.T.S.Gopalan & Co., Advocate, S.R.No.70716

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W.A. Nos. 186, 559 & 560 of 2016

PPA(CO)
CA(19/12/2016)