

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
WRIT PETITION NO.657 OF 2017**

Raghunath Bhau Anute and Ors.	...	Petitioners
versus		
M/s. Chunilal Mulchand & Co. and Ors.	...	Respondents

Ms. Karuna Yadav I/by Mr. N.M.Ganguli, for Petitioners.
Mr. Avinash S. Patil, for Respondents.

CORAM: S.J. KATHAWALLA, J.

DATE: 6th NOVEMBER, 2017

P.C.:

1. The above Writ Petition is filed by the Petitioners – Shri Raghunath Bhau Anute (Petitioner No.1), Mrs. Valsala Menon (Petitioner No.2) and Shri Sitaram D. Disle (Petitioner No.3) impugning the Judgment and Order passed by the learned Member of the Industrial Court, Mumbai dated 23rd October, 2015 in Complaint (ULP) No.285 of 2009. The Respondents to the above Petition are M/s. Chunilal Mulchand & Co. (Respondent No.1), Shri Amish Kapadia (Respondent No.2), Shri Ravindra B. Kapadia (Respondent No.3), Shri Purab R. Kapadia (Respondent No.4) and Shri Sitaram Y. Chinkate (Respondent No.5).

2. By the impugned Judgment and Order dated 23rd October, 2015, the learned Member of the Industrial Court has held that the Petitioners/Complainants have failed to prove that the Respondents have committed unfair labour practices under

Item Nos.5, 7, 9 and 10 of Schedule IV of the Maharashtra Recognition of Trade Unions and Prevention of Unfair Labour Practice Act, 1971 (hereinafter called MRTU & PULP Act, 1971) and has dismissed the Complaint (ULP) No.285 of 2009.

3. According to the Petitioners, they were employed in the undertaking of Respondent No.1, which is a partnership firm constituted under the Indian Partnership Act, 1932. Respondent Nos.2 and 3 are the partners of Respondent No.1 Firm and Respondent No.4 is the Manager of Respondent No.1 Firm. Respondent No.5 was also employed in the undertaking of Respondent No.1 Firm and is joined as party Respondent to the Petition as he was a party before the Trial Court. However, his whereabouts are not known and no relief is claimed against him.

4. In Complaint (ULP) No.285 of 2009, Petitioner Nos.1, 2 and 3 herein are Complainant Nos.1, 2 and 4 and Respondent No.5 herein was Complainant No.3. In the said Complaint, the Complainants contended as under :

4.1. That they are the permanent employees of Respondent No.1 Firm. Complainant Nos.1, 3 and 4 (Petitioner No.1 and Respondent No.5 and Petitioner No. 3 herein) are working as peons in semi-skilled categories and have joined employment in the years 1988, 1998 and 1972 respectively with a salary of about Rs.8,846/-, Rs.3,003/- and Rs.10,187/- respectively plus conveyance and commission. Complainant No.2 (Petitioner No.2 herein) is working in skilled category as typist/computer operator since the year 1983 and her last drawn salary is about

Rs.7,500/- plus conveyance and commission.

4.2 That the Complainants are having a clean and unblemished service record with the Respondent No.1 Firm. When the Respondents made illegal adverse changes in their service conditions such as reducing the age of retirement, paid holidays, leave facilities, encashment of leave etc., the Complainants, through their then Union namely Mumbai General Labour Union, filed a Complaint before the Industrial Court, Mumbai under Item 9 of Schedule IV of the MRTU and PULP Act, being Complaint (ULP) No.199 of 2005 before the learned Member Shri R.M.Muley. The Complainants are at present pursuing the said pending Complaint in their personal capacity without the assistance of the Union. The Respondents therefore, have a grudge against the Complainants and they have repeatedly, either directly or through the present Management sponsored Union, insisted that the Complainants withdraw the said Complaint which the Complainants have refused to do.

4.3 That until 2001, Respondent No.1 Company gave 20% to 25% increment in salary to its employees every year in the month of March. From the year 2001, the Respondents have arbitrarily reduced the increment rate to merely 5%. When the Complainants through their Union protested against the arbitrary act of the Respondents, the Management, from March 2007, completely stopped the increments in salary. The Respondents thereafter have restarted the wage increment system, with retrospective effect from March, 2007. The Management has given wage increments

of 12% per annum from the month of March 2007 to all the employees except the Complainants. The Respondents have also increased the rate of conveyance allowance of employees from Rs.350/- per month to Rs.650/- per month with retrospective effect from March 2007. However, no increase in conveyance allowance has been given to the Complainants. The arrears have been distributed to the employees on 5th April, 2009. In view of this discrimination, the Complainants are pursuing the pending Complaint (ULP) No.119 of 2005 against the Respondents. When the Complainants approached the Respondents for similar increments and payment of arrears, they were asked to first unconditionally withdraw all the pending cases from the Industrial Court. The said acts of the Respondents are unfair labour practices under Items 5 and 7 of Schedule IV of the MRTU and PULP Act, 1971.

4.4 That the present salary of Complainant No.3 Mr. Sitaram Yashwant Chinkate (Respondent No.5 herein), who is doing a semi-skilled job, is merely Rs.3,003/- plus conveyance and commission, whereas as per the Minimum Wages Notification of Shops and Establishments he is entitled to get a minimum basic salary of Rs.3,230/- and special allowance/D.A. of Rs.873.30 per month. Therefore, the Respondents are guilty of violating the provisions of the Minimum Wages Act, 1948 and have therefore committed unfair labour practices under Item 9 of Schedule IV of the MRTU and PULP Act, 1971.

4.5 That after the letter dated 24th March, 2009 was served on the Respondents,

the Complainant No.2 was badly beaten up inside the office premises while she was on duty on 26th March, 2009 by some of the employees who are very close to the Management. The Complainants believe that such assault was at the instance of the Respondents. As a result of the assault, Complainant No.2 had to be admitted in Saint George Hospital till 29th March, 2009. Again in respect of the said assault, a Police Complaint was filed before the Colaba Police Station and the Police therefore initiated action in the matter. Thus, the Respondents have committed unfair labour practices under Item 10 of the Schedule IV of the Act.

4.6 That the Complainants have therefore, prayed that the Respondents have committed unfair labour practices under Items 5, 7, 9 and 10 of Schedule IV of the MRTU and PULP Act, 1971 and the Industrial Court be pleased to direct the Respondents to cease and desist from engaging in the unfair labour practices complained of hereinabove ; to pay to the Complainants wage increments, conveyance allowances and other benefits on par with the other employees of the Company ; and to pay arrears of wages and allowances already paid to other employees of the Respondent Company.

5. Respondent No.1 Firm, through its partner Mr. Amish R. Kapadia (Respondent No.2) had filed a detailed Written Statement dated 20th October, 2010 dealing with the Complaint (ULP) No.285 of 2009. In the Written Statement, it is interalia stated/submitted as follows :

5.1 That Mr. Purab R. Kapadia has been working as a Salesman in the establishment of the Company and he is not a Manager. He acts as the Mnagement's representative when no partner is present at the show room. That the name of Mr. Purab R. Kapadia therefore be deleted from the Complaint.

5.2 That Complainant No.2 (Petitioner No.2 herein) has been under suspension from 27th March, 2009. The enquiry into the misconduct allegedly committed by her has been completed and the Report of the Enquiry Officer is awaited.

5.3 That Complainant Nos.1, 3 and 4 (Petitioner No.1, Respondent No.5 and Petitioner No. 3 herein) are working as peons under the unskilled category with effect from 1st April, 1988, 1st August, 1998 and 15th September, 1977 respectively. Complainant No.2 has been carrying out the duties as a typist/computer operator of semi-skilled category and she is not working in skilled category as alleged with effect from 1st May, 1984.

5.4 That the allegation that Complainant No.3 (Respondent No.5 herein) is not paid as per the provisions of the Minimum Wages Act, 1948 is incorrect.

5.5 That the Complainant Nos.1, 2 and 3 (Petitioner Nos.1 and 2 and Respondent No.5 herein) were issued one, seven and one warning memos respectively and the Complainant Nos.2 and 3 were further issued two and one suspension memos respectively in accordance with the provisions of law. In fact, an enquiry is being conducted against Complainant No.2 (Petitioner No.2 herein) for the misconduct

allegedly committed by her, of which the Inquiry Report is awaited. The allegations therefore made by the Complainants (Petitioner Nos.1 to 3 and Respondent No.5 herein) that they are having a clean and unblemished service record is incorrect.

5.6 That the Complaint filed by the Complainants through their then Union Mumbai General Labour Union before the Industrial Court, Mumbai under Item 9 of Schedule IV of the Act, being Complaint (ULP) No.199 of 2005, is without any basis and is not true. That the filing of the Court cases, particularly by Complainant No.2 (Petitioner No.2), against Respondent No. 1 Firm and its partners is not a new phenomenon. Till this day, Complainant No. 2 has filed nine cases against the Management in various Courts, out of which she succeeded in one case to the extent that she was granted an increment of Rs.48 per month from March 1992 to September 1992 totalling to Rs.336/- but her claim for debit commission was rejected.

5.7 That 10 employees of the Company, including the Complainants, were initially the members of Mumbai General Labour Union which, by its letter dated 5th May, 2004, informed the Company that a majority of Company's workmen had enrolled themselves as its members. They later resigned from its membership with effect from 13th November, 2006 without assigning any reason and joined Mumbai Labour Union on 17th November, 2006; which informed the Management of this change by its letter dated 17th November, 2006. The said employees, including the Complainants, again resigned from the membership of Mumbai Labour Union with effect from 20th August,

2008 and joined the third Union viz. Maharashtra Navnirman Kamgar Sena within a span of four years of joining the first Union. The said third Union informed the Management of this change by its letter dated 25th August, 2008. Thus, Maharashtra Navnirman Kamgar Sena now termed by the Complainants as 'the present Management Sponsored Union', was brought into the Company by nine employees including the Complainants who were later removed from its membership by the said Union on the ground that the Complainant Nos.1, 3 and 4 were not agreeable to the then proposed wage rise settlement, the terms of which were acceptable to the rest of the employees who were members of the Union at that point of time. The membership of Complainant No.2 was cancelled by the Union on the ground that she had engaged another Advocate for defending the Court cases when the Union had appointed its Advocate for conducting the said cases, and had circulated misinformation about the Union amongst her colleagues. The letters dated 29th January, 2009 regarding this removal were sent by the Union individually to each of the Complainants by Registered Post A.D., the copies of which were sent to the Respondent No.1 for information. The concerned employees in the said case, except the Complainant Nos.1, 3 and 4, withdrew their claims from the said Complaint by an Application dated 27th February, 2009 vide Exhibit U-17, whereas Complainant No.2 had no stake in it as she was not a party in service of Respondent No.1. The Complainants are therefore prosecuting the said pending Complaint in their personal

capacity by engaging an Advocate.

5.8 That the Company, neither directly nor through any of the Unions have asked the Complainants at any point of time to withdraw the said Complaint pending in the Industrial Court and hence, the question of the Respondents having a grudge against the Complainants does not arise.

5.9 That the Company granted an ad-hoc rise in wages to its employees at 20% and later on for some years even at 25% of the consolidated wages. There is no basic pay and dearness allowance as such in the Company, but there is a scheme of consolidated wages. In fact, the employees were granted ad-hoc rise in wages and not the annual increments as the financial position of the Company did not warrant the same. The percentage of ad-hoc rise was lastly reduced from 16.70% to 5% of the consolidated wages from the year 2002-03 with the consent of the employees due to the financial difficulty faced by the Company. The said reduction in the percentage of ad-hoc rise from 16.70% to 5% of the consolidated wages was mutually agreed upon between the Respondent Nos.2 and 3 on one hand and the employees on the other and implemented for years together as the employees realised that if the ad-hoc rise at 16.70% or more of the consolidated wages was granted every year, the company would become a sick unit very soon and they would be rendered unemployed.

5.10 That by the said General Notice dated 16th May, 2003, the employees were entitled to the ad-hoc rise of 5% of their consolidated wages as on 31st March, 2001 for

the period from 1st April, 2001 to 31st March, 2002. The said ad-hoc rise at 5% in their wages was also further extended for the years 2002-03 to 2005-06. The bald and wild allegations therefore made by the Complainants that it was a long practice in Respondent No.1 Company to give a salary increment of 20% to 25% every year to the employees in the month of March every year till the year 2001 and further that from the year 2001, the Respondents had arbitrarily reduced the increment rate to merely 5% are without any basis and the same are not true.

5.11 That the service conditions of the employees were changed with their consent by the General Notice dated 16th May, 2003 in the year 2003 and they have received the benefits accordingly without any grievance and hence, the question of totally stopping their increments from March, 2007 due to their alleged protest did not arise. The General Notice dated 16th May, 2003 interalia provided for the ad-hoc rise for the period from 2002-03 to 2005-06. As there was no settlement reached for the subsequent period between the Management on one hand and the employees or their Union on the other hand; the employees of the Company were not entitled for ad-hoc rise. The percentage of ad-hoc rise to be given on the consolidated wages of the unionized workmen was however being discussed by the Management initially with Mumbai Labour Union and later the same was finalized with Maharashtra Navnirman Kamgar Sena as the concerned workmen in the meanwhile left the former Union on 20th August, 2008 and joined the latter on or about 25th August, 2008. However, after

protracted negotiations and discussions between the parties, the Company and Maharashtra Navnirman Kamgar Sena entered into a Settlement dated 17th February, 2009 on behalf of the latter five-member employees. Similarly, the office staff, including salesmen and a peon, entered into a Settlement dated 20th March, 2009 with the Management in respect of their general demands. Thus, out of the total strength of fifteen employees of the Company, eleven employees entered into two Settlements with the Management. However, the Complainants did not agree with the terms of the said Settlements and hence, they did not sign the same. Since the Complainants did not sign either of the Settlements on the terms agreed by all the other employees, the question of giving benefits of the said Settlements to them without fulfilling the corresponding obligation of affixing signatures on either of them did not arise. Those Settlements provided for certain benefits, including ad-hoc rise of wages, to be given from 01-04-2007 and accordingly, the same were given to them and hence, no grievance in this regard can be made by the Complainants. That in the circumstances, the question of giving to the Complainants alleged wage increments of 12% per annum from the month of March 2007 and March 2008 and increasing the rate of conveyance allowance from Rs.350/- per month to Rs.650/- per month with retrospective effect from March 2007 does not arise.

5.12 That the benefits of ad-hoc rise in wages and hike in conveyance allowance have been extended to only those employees who were agreeable to the terms of Settlement

as a package deal and accordingly, entered into a Settlement under Sections 2(p) and 18(1) under the Industrial Disputes Act, 1947 read with Rule 62 of the Industrial Disputes (Bombay) Rules, 1957 with the Management either through their Union or of their own.

5.13 As the Complainants were not agreeable to the said terms of Settlements and hence, did not sign any of the Settlements, the question of giving benefits alone without accepting corresponding obligations arising under the said Settlements to them did not arise. Moreover, none of the Complainants ever approached the Management much less repeatedly, for the alleged increments and arrears either orally or in writing; except vide the Application dated 24th March, 2009 given by the Complainants which was replied by the Company by its letter dated 8th June, 2009 addressed to the Complainants to which there was no response from them and hence, the question of asking the Complainants to withdraw all the pending cases from the Industrial Court unconditionally did not arise.

5.14 That the question of victimizing and discriminating the Complainants is false and incorrect.

5.15 That it has been stated in the Complaint dated 26th March, 2009 filed by Mr. B.P.Singh (Cashier) that pursuant to the heated exchange of words initiated by the Complainant No.2 with Shri Rakesh Singh, Shri R.C.Dubey and himself, he was beaten up by the Complainant No.2 in the lunch room at around 10.05 a.m. or so on

26th March, 2009 by chappal 3-4 times and when she got pushed in the melee, she fell on the table in the midst of commotion. The Complainant No.2 allegedly tore her clothes of her own hand and left the premises of the establishment abruptly, shouting that she would teach a lesson to 'bhaiyya'. She then reportedly went to Colaba Police Station to lodge a Complaint.

5.16 That immediately on the next day of the said incident of 26th March, 2009 i.e. on 27th March, 2009, when the said cashier was returning home after closure of the establishment at around 7.15 p.m., he complained that he was assaulted by three unidentified persons at around 7.25 p.m. near Kandeel Restaurant, M.G.Road, Opp. University of Mumbai, Fort, Mumbai and he had a doubt that the sons of Complainant Nos.1 and 2 were involved in the said incident. Accordingly, he had given two Complaints about the two incidents. On the basis of the said two complaints, a Charge Sheet dated 6th May, 2009 was issued to Complainant No.2 and an enquiry was conducted in respect of the said Charge Sheet along with other three Charge Sheets which was concluded on 10th May, 2010. However, Complainant No.2 did not at any point of time give any specific complaint to the Management in respect of the incident that took place at the establishment of the Company on 26th March, 2009. In fact, in the said Complaint, she has not disclosed the names of “some of the employees, who are very close to the Management” who had allegedly badly beaten up the Complainant No.2 inside the office premises. Complainant No.2 did not intimate

to the Management that she was admitted in St. George Hospital upto 29th March, 2009 until filing of the photo copies of the medical papers in the enquiry proceedings held on 31st December, 2009 at the time of filing her Defence Statement dated 31st December, 2009. That the Respondent No.1 has therefore, not indulged in any unfair labour practices; much less unfair labour practices under Items 5, 7, 9 and 10 of the MRTU and PULP Act, 1971.

6. That the learned Member of the Industrial Court after considering the Complaint filed by the Complainants, the Written Statement filed by the Respondents and the evidence of Complainant Nos.1 and 2 and the Respondent No.2, by his detailed Judgment, dismissed the Complaint (ULP) No.285 of 2009. The learned Member has in his Judgment interalia held as follows :

6.1 That a Complaint (ULP) No.199 of 2005 was filed by the Complainants alleging reduction of service conditions. The subject matter of that Complaint is not the subject matter of Complaint (ULP) No.285 of 2009. The cause of action of the present Complaint is denial of increments in wages and increase in the payment of conveyance allowance. Though the Complainants have, in the Complaint, alleged discrimination and victimization on the ground of non granting of increments and increased rate of conveyance allowance, they have not mentioned a word about the two Settlements on the basis of which, increment in wages and increased rate of conveyance allowance were granted to the other 11 employees. These facts surfaced

only in the Written Statement of Respondent No.1 Firm. Even thereafter, the Complainant did not bother to amend the Complaint and bring on record the facts pertaining to the Settlements. The Petitioner Nos.1 and 2 in their deposition also kept mum about the Settlements. That the Complainants were aware of the Settlements is clear from the fact that it is to their knowledge that there was 12% increment granted to the other 11 employees with retrospective effect from March 2007 and conveyance allowance was also increased to Rs.350/- to Rs.650/- per month with retrospective effect from March 2007. The Complainants have therefore, suppressed the fact pertaining to the Settlements and have approached the Court with a case of discrimination and victimization. That both the Settlements are under Section 2(p) and 18(1) of the Industrial Disputes Act, 1947 read with Rule 62 of the Industrial Dispute Bombay Rules, 1957.

6.2 That the reply letter dated 8th June, 2009 of the Respondent No.1 Firm, which was received by the Complainants prior to the filing of the Complaint, clearly recorded that *“as all four of you were not agreeable to the terms of the Settlement and hence did not sign the Settlements, the question of giving benefits alone under the said Settlements to you does not arise. Moreover, none out of four of you ever approached, much less repeatedly, the Management for so called other increments and arrears, either orally or in writing, before handing over the application under reference and hence, the question of asking you to withdraw all the pending cases*

from the Industrial Court unconditionally did not arise”.

6.3 That in view of the receipt of this reply, the Complainants ought to have mentioned the facts about the Settlements and ought to have sought declaration about the invalidity of Clause No.5 which recorded that the Union and Workmen have agreed and accepted without any reservation that the workmen shall relinquish the cases filed by the Bombay General Labour Union and Bombay Labour Union i.e. Complaint (ULP) No.199 of 2005 and Complaint (ULP) No.131 of 2007 respectively.

6.4 That there is a vital admission on the part of Complainant's witness No.1 Mr. Raghunath Bahu Anute (P.W.1) that Respondent Nos.2 and 3 never pressurized him to withdraw Complaint (ULP) No.199 of 2005 and that after the first letter sent by the Union, there was no individual letter by the Union dated 24th March, 2009. There were no letters sent by any of the four Complainants for accepting the agreement/Settlement or challenging Clause No.5 of that Settlement. The documents at Exhibit C-18, filed by the Respondents, clearly disclosed that all the four Complainants were issued letters from Maharashtra Navnirman Kamgar Sena on 29th January, 2009 recording that they were opposing the Settlements in respect of raise in wages. Petitioner No.2 was issued a letter on the ground that she appointed another Advocate and her activities were against the Union. This letter also supports that the Complainants were not interested in signing the two Settlements, by which increment and increased rate of conveyance allowance were paid to the other 11 employees who

have signed the Settlements. That the Complainants who have not signed the Settlements are not entitled for the benefits granted by those Settlements.

6.5 That the Complainant Nos.1, 3 and 4 were not doing any semi-skilled work and it also cannot be said that Complainant No.2 was a skilled employee.

6.6 That the only allegations in the Complaint pertaining to the violation of the provisions of Minimum Wages Act is in respect of Mr. Sitaram Y. Chinkate who is Complainant No.3 (Respondent No.5 herein). He has settled his matter with Respondent No.1 and by his Application his name was deleted from the Complaint.

6.7 That Complainant No.2 (Petitioner No.2 herein) has pleaded and deposed that she was assaulted by some of the employees and she believes that those employees committed those act on the instigation of the Respondents. There were only 15 employees in the establishment. It is impossible to accept that Complainant No.2 was unable to recognize the employees who allegedly assaulted her. She has, in her Complaint filed with the Police Station, not contended that she was assaulted on the instigation of the employer. Several Complaints were filed in respect of the incident that occurred with Complainant No.2 on 26th March, 2009. In fact, Complainant No.1 (Petitioner No.1 herein), in his cross-examination, admitted that it is true that actually Mrs.Valsara Menon (Complainant No.2) threatened Mr. Rakesh Singh and thereafter Mr.Dubey about beating them and she beat Mr.B.P.Singh with a chappal on 26th March, 2009. No force or violence was used by the Management against any of the

four Complainants.

6.8 That therefore, the Complainants have failed to prove that the Respondents have committed unfair labour practices under Items 5, 7, 9 and 10 of Schedule IV of the Act as alleged and the Complainants are not entitled for the reliefs prayed for by them and the Complaint was dismissed.

7. As set out hereinabove, being aggrieved by the said Judgment dated 23rd October, 2015, the Original Complainant Nos.1, 2 and 4 have filed the above Writ Petition impugning the said Judgment passed by the learned Member of the Industrial Court thereby dismissing Complaint (ULP) No.285 of 2009. In the said Writ Petition, the same facts which formed the subject matter of the Complaint (ULP) No.285 of 2009 and the deposition of the Complainants and Respondent is set out. It is submitted in the Writ Petition that the impugned Judgment and Order is contrary to law, material on record, justice, equity, good conscience and errors apparent on the face of the records as set out in the grounds of Writ Petition.

8. The learned Advocate for the Petitioner has submitted before this Court that though the wage increase and increase in the conveyance allowance are granted in favour of the other employees, the Complainants have been deprived of the same. It is submitted that the Complainants are entitled to all the benefits at par with the other employees of the Firm.

9. The learned Advocate for the Respondents has relied on the reasoned Order

passed by the learned Judge of the Industrial Court and has also relied on the decision of this Court in the case of S.D.Muley & Ors. V/s. Jaihind Industries and Anr.¹.

10. I have gone through the impugned Judgment and Order dated 23rd October, 2015. It is now an admitted fact that under the two Settlements dated 17th February, 2009 and 20th March, 2009 signed by 11 employees out of 15, increment in wages and increased conveyance allowance with retrospective effect from March 2007 is being given to the said 11 employees. Both the two Settlements are under Section 2(p) and 18(1) of the Industrial Disputes Act, 1947 read with Rule 62 of the Industrial Disputes (Bombay) Rules, 1957. The learned Member of the Industrial Court has, after analyzing the averments in the Complaint, response of the Respondents thereto by way of Written Statement, deposition of the Complainants and Respondent No.4 correctly come to the conclusion that the Complainants have not only suppressed the Settlements in their Complaint, but are not entitled to the benefits granted under these Settlements since a workman who is not ready or refuses to accept the Settlement cannot claim the benefits thereunder. The learned Member has correctly relied on the decisions of this Court in the cases of S.D.Muley and Ors. (Supra); Dilip P. Mehta V/s. Mercury Paints and Varnishes Ltd. & Ors.²; Tata consulting Engineers & Associates Staff Union V/s. Tata Consulting Engineers and Anr.³; and Herberstons

1 2011 II CLR 213

2 2003 II CLR 888

3 2002 I CLR 701

Ltd. V/s. The Workmen of Herbertons Ltd.⁴ wherein it was held that the Complainants are not entitled to the benefits under the Settlements. Even otherwise, the learned Member of the Industrial Court has correctly come to the conclusion that no case of unfair labour practices under Items 5, 7, 9 and 10 of Schedule IV of the Act is made out by the Complainants.

11. In the above circumstances, no interference under Articles 226 & 227 of the Constitution of India is called for. The above Writ Petition is dismissed. However, there shall be no order as to costs.

(S.J.KATHAWALLA, J.)

4 1977 LAB IC 162