

IN THE HIGH COURT OF PUNJAB AND HARYANA,
AT CHANDIGARH

409

CWP-8566-1997 (O&M)

Decided on : 26.09.2017

G.S.Bhogal

... Petitioner

Versus

Presiding Officer, Labour Court Jalandhar and another

.. Respondents

CORAM : HON'BLE MR.JUSTICE P.B.BAJANTHRI

Present : Mr.Pandit Vinod Sharma, Advocate
for the petitioner.

Mr.Animesh Sharma, Advocate
for respondent No.2.

P.B. Bajanthri, J. (Oral)

The petitioner challenged the validity of the orders dated 26.11.1996, 01.04.1997 and 25.04.1997 (Annexures P-11, P-15 and P-18). Further sought for a direction to implement award dated 20.10.1995 (Annexure P/1).

The petitioner is stated to have been appointed as Clerk with respondent No.2, herein on 01.02.1989 and he worked upto 31.10.1990. His services have been terminated in violation of various sections of Industrial Disputes Act, 1947, thus, an industrial dispute was raised. Learned Labour Court proceeded to pass ex parte order on 20.10.1995 directing respondent No.2 to reinstate the petitioner with continuity of service and full back wages. On 25.04.1996, the respondent No.2 moved an application for setting aside the award dated 20.10.1995. The said application was dismissed for non-prosecution on 20.11.1996. Consequently, the respondent No.2 proceeded to file an application for recalling the order dated 20.11.1996 which was set aside on 26.11.1996.

It is evident that without issuing notice to the petitioner, Labour Court proceeded to pass such orders. On 1.4.1997, the petitioner and respondent are stated to have entered into an agreement in the presence of their representatives. The petitioner immediately noticed that such agreement is due to coercion and collusion between the representatives of the petitioner as well respondents. Consequently, he had submitted a representation to this Court on 4.4.1997. Thereafter, Labour Court recalled the order dated 20.11.1996 on 25.04.1997. On 1.4.1997 recalled for orders dated 20.11.1996 and 29.04.1996. The Labour Court with reference to agreement entered between the parties dated 1.4.1997 proceeded to set aside the award dated 20.10.1995. Learned counsel for the petitioner submitted that after filing the application for recalling the order dated 25.4.1996 by the respondent till 25.4.1997, there is collusion between the petitioner's representative and respondent's representative. It was also submitted as long as reference No.22/1992 is not restored, question of compromise do not arise. Labour Court failed to appreciate that there is collusion in entering into agreement dated 01.4.1997.

Learned counsel for the respondent No.2 submitted that once the parties have entered into agreement during the pendency of the application, they are bound by Section 18 of the Industrial Dispute Act, 1947. Therefore, there is no infirmity in the order passed by the Labour Court. Learned counsel for the respondent submitted that as on the date of passing of order dated 26.11.1996, the petitioner's representatives were present and order has been passed. Therefore, no interference is called for.

Heard learned counsel for the parties.

Perusal of the record, it is evident that representatives of the petitioner and respondents in a hurriedly entered into an agreement on 01.04.1997 so as to give quitus to the application for recalling the award dated 20.10.1995. Labour Court failed to appreciate the petitioner's grievance relating to that there is collusion between the representatives who were appearing in the matter. Moreover, the Labour Court while setting aside the order dated 20.10.1995, reference should have been restored having regard to the fact that there is allegation relating to collusion which was brought to the notice of this Court. Thus, Labour Court failed to appreciate that agreement entered into between the parties on 1.4.1997 and so also the fact that the petitioner had approached this Court while making a representation on 04.04.1997. It is evident that there is coercion in entering into agreement dated 01.04.1997. In stead of remanding the matter for fresh consideration of reference No.22/92. It is not appropriate at this distance of time. Hence, matter could be given quitus by awarding compensation to the petitioner.

The respondent is hereby directed to pay compensation of a sum of Rs.1,50,000/- to the petitioner within a period of four months from today. Failing which petitioner is entitled to interest @ 6% per month

Petition stands disposed of.

26.09.2017
sd

[**P.B. Bajanthri**]
Judge

Whether speaking/reasoned	:	Yes/No
Whether Reportable	:	Yes/No