

IN THE HIGH COURT OF BOMBAY AT GOA**WRIT PETITION NO. 670 OF 2014**

1. Z.A.C Workers Union,
Through its General Secretary,
R.G. Furtado,
Aged 56 years,
Indian National,
Resident of F3/A1,
Virginkar Residency,
Ambaji, Fatorda-Goa.
2. R. G. Furtado,
Aged 56 years,
Indian National,
Resident of F3/A1,
Virginkar Residency,
Ambaji, Fatorda-Goa.
3. Mr. Liutor Vaz,
Aged 57 years,
Indian National,
Resident of House No.342,
Poitomaddo, Panzorconi,
Cuncolim, Salcette,
Goa - 403 703.
4. Mr. Anthony John D'Costa,
Aged 55 years,
Indian National,
Resident of H. No.427,
Sangleam Vaddo,
Majorrda, Salcette, Goa-403 713.
5. Mr. Govind Kanekar,
Aged 52 years,
Indian National,
Resident of H-10, HIG Colony,
Hsg. Board, Ghogol,

- Margao, Goa – 403 601.
6. Mr. Ayona D'Silva,
Aged 54 years,
Indian National,
Resident of F/No.3, 4th floor,
Sitona Apts., Behind New Telephone
Exchange, Comba,
Margao, Goa – 403 601.
7. Mr. Meghasham Tirodkar,
Aged 53 years,
Indian National,
Resident of Sapna Enclave-II,
GB-2, 1st Floor, Near Ganesh Temple,
New Vaddem, Vasco-da-Gama,
Goa – 403 802.
8. Mr. Sudhir Naik,
Aged 50 years,
Indian National,
Resident of H. No.643/2/6,
St. Anthony Wado, Guirim,
Mapusa, Bardez, Goa – 403 507.
9. Mr. Anil Govekar,
Aged 48 years,
Indian National,
Resident of H. No.8/1/F,
Boa-Vista, Bastora,
Mapusa, Goa – 403 507.
10. Mr. Orlando S. A. Da Silva,
Aged 55 years,
Indian National,
Resident of H. No. 425,
Batty Waddo, P. O. Carmona,
Salcette, Goa – 403 717.
11. Mr. Joseph Gomes,
Aged 59 years,
Indian National,
Resident of Roque Carmo Apartments,

Block A, 3rd floor,
St. Joaquim Road, Borda,
Fatorda – Goa.

12. Mr. Prashant Borkar,
Aged 58 years,
Indian National,
Resident of SREYASH, 50,
Opp. Chicalim Tel. Exchange,
Next to Prime Enclave,
Alto-Chicalim, Goa – 403 711.
13. Mr. Shyamsundar M. Arolkar,
Aged 52 years,
Indian National,
Resident of T-1, 3rd floor,
Rakhee Residency,
Near Regina Mundi School,
Alto-Chicalim, Vasco-da-Gama,
Goa – 403 711.
14. Mrs. Veena Kantak,
Aged 61 years,
Indian National,
Resident of S-2, Mathura Apts.,
Near Sincro Hotel,
Fatorda, Goa – 403 602.
15. Mr. Anthony Barretto,
Aged 62 years,
Indian National,
Resident of Ambarim, Chorao,
Tiswadi, Goa.
26. Mr. R. S. S. Shirodkar,
Aged 52 years,
Indian National,
Resident of H. No. 869/14,
Pandagal, Shiroda,
Goa – 403 103.

..... Petitioners

V e r s u s

M/s. Zuari Industries Ltd.,
Zuari Nagar – Goa.

..... Respondent.

Mr. Shivan Desai, Advocate for the Petitioners.

Mr. Girish K. Sardessai with Advocate Mr. A. Carvalho for the Respondent.

Coram:- C. V. BHADANG, J.

Date:- 30th July 2018.

Oral Judgment:

The petitioners which is a minority union, is challenging the judgment and award dated 12/5/2014 passed by the Industrial Tribunal and Labour Court at Panaji in LCC 44/1998.

2. The brief facts are that: The petitioner had raised a Charter of Demands (COD) in respect of which a reference being Case No.LCC/44/1998 was made to the Tribunal. It is undisputed that during the pendency of this reference the respondent had entered into a settlement dated 5/11/1997 with the majority union M/s. Zurai Agro Chemicals Employees' Union) inter alia granting revised salary grades and other benefits. It is further a matter of record that the petitioner union and the respondent filed consent terms before the Tribunal for passing an award in terms of the settlement dated 5/11/1997. Thus the reference was disposed off on 1/7/1998

in view of the consent terms. The present petition involves a dispute as to the interpretation to be placed on the consent terms and more particularly, clauses 3.2.1 to 3.2.5 of the award dated 1/7/1998.

3. In short according to the petitioners, the benefits as admissible under Clause 3.2.2 to 3.2.5 were to be calculated after the existing grades are revised. In other words, the benefits admissible under the aforesaid clauses, according to the petitioner have to be computed on the basis of the revised grades. The contention of the respondent is that the benefits have to be calculated on the existing grades as on 31/12/1995. It is contended on behalf of the respondent that all the members of the majority union as well the petitioners had accepted the benefits as applicable under clauses 3.2.2 to 3.2.5 calculated on the basis of the existing i.e. pre- revised grades.

4. The petitioner approached the Tribunal in an application under section 33 (C) (2) of the Industrial Disputes Act, claiming the difference of the amount calculated on the basis of the revised grades and the one which were paid on the basis of the existing pre-revsied grades.

5. Before the tribunal, the petitioner no.2 alone was examined, while the respondent examined one Antonio Cordeiro. The Tribunal on appreciation of

the evidence came to the conclusion (paras 39 and 40 of the impugned award) that the interpretation placed by the respondent was correct.

6. I have heard Shri Desai, the learned counsel for the petitioner and Shri Sardesai, the learned counsel for the respondent. With the assistance of the learned counsel for the parties I have gone through the award dated 1/7/1998 and the impugned order passed by the Tribunal.

7. In order to appreciate the rival contentions it would be necessary to reproduce Clauses 3.1.1 to 3.2.5 as under:

3.1.1. Effective from 1.1.1996, the revised salary grades and corresponding scales will be as under:

EXISTING GRADES	REVISED GRADES
U-1 & U-2	G-1 Rs.2000-45-3350
U-3 & U-4	G-2 Rs.2150-55-3800
U-5 & U-6	G-3 Rs.2300-60-4100
U-7	G-4 Rs.2450-65-4400
U-8	G-5 Rs.2575-75-4825
U-9	G-6 Rs.2700-90-5400
U-10	G-7 Rs.2970-105-6120
U-11	G-8 Rs.3495-14- 7695
U-12	G-9 Rs.4000-170-9100

3.1.2. Employees whose salaries reach the maximum of applicable scale during the period of the settlement, will

be paid an amount equivalent to the last increment drawn, as personal pay, effective from the date such increment becomes due.

3.2.0 Special Salary Adjustment.

3.2.1. Effective 1.1.96, salaries of employees on the pay roll of the company on 31.12.95 will be in the corresponding revised salary scales as per paragraph 3.1.1 above.

3.2.2. The Personal Pay, if any, paid to the employees as on 31.12.95 will be merged in the existing basic salary. An amount equivalent to 15% of the sum thus arrived at, (minimum Rs.70/-) will be added to it as Special Salary adjustment.

3.2.3 The following amounts being service weightage, depending on the number of completed years of service as on 31.12.95, shall be added to the amount arrived at in paragraph 3.2.2 above.

Below 5 years	-	Nil
5 years & above but below 10 years	-	Rs.125/-
10 years & above but Below 15 years	-	Rs.150/-
15 years & above but below 20 years	-	Rs.175/-
20 years & above	-	Rs.200/-

3.2.4. Thereafter, an amount of Rs.1313/- due to merger of 625 points of VDA @ Rs.2.10 per point and Fixed Dearness Allowance of Rs.740/- will be added to the

amounts arrived at paragraph 3.2.3.

3.2.5. The amount thus arrived at shall constitute revised basic salary which will be fitted in appropriate step or the immediate lower step as the case may be in the revised scale of the equivalent grade. Residual amount, if any, due to this fitment will be considered as Personal Pay.

It can thus clearly be seen that the existing grades were to be revised as set out in Clause 3.1.1. w.e.f 1/1/1996. Clause 3.1.1. sets out the existing grades and the corresponding revised grades which were to be effective from 1/1/1996.

8. The issue pertains to the interpretation to be placed on Clauses 3.2.2. to 3.2.5. A bare perusal of the Clauses 3.2.2. and 3.2.3 would make it explicit that they speak about the existing basic salary which is payable on 31/12/1995. For instance Clause 3.2.2 provides for the personal pay, if any, paid to the employee as on 31/12/1995 (which would be the pre-revised rates) to be merged in the existing basic salary and an amount equivalent to 15% of the sum thus arrived at, (subject to a minimum of Rs.70/-) to be added to it as special salary adjustment. Clause 3.2.3 then provides for certain amounts towards the service weightage being added depending upon length of service put in by the employee. That clause again speaks of the completed years of service as on 31/12/1995 and further makes it explicit that the said amount

shall be added to the amount arrived at in terms of Clause 3.2.2 above. Clause 3.2.4 again refers to the addition of amount of Rs.1313 due to merger of VDA at the rate of Rs.2.10 per point and fixed dearness allowance of Rs.740/- to be added to the amounts arrived at para 3.2.3. Lastly Clause 3.2.5 provides that the amount so arrived at shall constitute the revised basic salary which shall be fitted in appropriate step or immediate lower step in the revised scale of equivalent grade and the residual amount, if any, due to this fitment will be considered as personal pay. A conjoint reading of the Clauses 3.1.1 to 3.2.5 leave no manner of doubt that the benefits as admissible under Clause 3.2.2 to 3.2.5 were to be computed on the basis of the existing i.e. pre revised grades.

9. I have carefully gone through the reasoning by the Tribunal while refusing to accept the interpretation as sought to be placed by the petitioner. That apart, Shri Sardesai, the learned counsel for the respondent has pointed out that the members of the majority union with whom the settlement dated 5/11/1997 has been reached (on the basis of which the award dated 1/7/1998 was passed) had accepted the aforesaid interpretation and the benefits calculated in accordance thereof. The members of the petitioner have also been paid and they have accepted the amount as calculated by the respondent on the basis of the existing grades. Thus I do not find any reason to interfere

with the impugned award. The petition is accordingly dismissed. Rule is discharged with no order as to costs.

C. V. BHADANG, J.

Ap/-