

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION**

**LETTERS PATENT APPEAL NO.351 OF 2002
IN
WRIT PETITION NO. 1869 OF 1996**

Saudi Arabian Airlines ... Appellant
Versus
Ashok Hargovind Panchal and another ... Respondents

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Mr. Sudhir Talsania, Senior Advocate a/w Mr. Aman Rungta and
Ms. Dhvani Vora i/b Crawford Baylay and Co. for the Appellant.
Mr. A. V. Bukhari, Senior Advocate a/w Mr. Burhan V. Bukhari
and Ms. Fauzia T. Bukhari for the Respondent No.1.

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CORAM : A. S. OKA AND M. S. SONAK, JJ.

**RESERVED ON : 27th SEPTEMBER, 2018
PRONOUNCED ON : 1st NOVEMBER, 2018**

JUDGMENT (Per M. S. Sonak, J.) :

- 1] Heard learned Senior Advocate for the parties.

- 2] This Letters Patent Appeal takes exception to the judgment and order dated 25th September, 2002 made by the learned Single Judge of this Court dismissing the Writ Petition No. 1869 of 1996 instituted by the appellant to question the Industrial Court's order dated 21st October, 1995 allowing Complaint ULP No. 1296 of 1991 instituted by the respondent No.1 (workman) seeking benefits of permanency and consequential benefits.

3] The workman was engaged by the appellant as a Security Guard with effect from 1st October, 1989 on consolidated wages of Rs.1400/- per month. The appointment order contained a stipulation that the employment was for a period of two years and the workman was not eligible for benefits provided to permanent employees, except to the extent permitted in the appointment letter.

4] On 27th September, 1991 i.e. three days prior to the expiry of the term stated in the appointment letter, the workman instituted Complaint (ULP) No. 1296 of 1991 under the provisions of the Maharashtra Recognition of Trade Unions & Prevention of Unfair Labour Practices Act, 1971 (MRTU & PULP Act).

5] The complaint alleged that the appellant was in the habit of engaging workmen for a fixed term, only to avoid awarding such workmen the benefits of regular employment. It was alleged that such workmen were invariably paid lesser wages and denied most of the benefits which their regularly employed counterparts were awarded. By way of instances, reference was made to the case of

six Security Guards whose services were terminated on expiry of two year term. Based upon all such pleadings, a restraint was applied on the proposed termination and benefits of permanency and consequential benefits were also prayed for.

6] Initially, the Industrial Court, by an *ex parte* order dated 28th September, 1999 restrained the appellant from terminating the services of the workman. However, later by order dated 16th June, 1993, such interim relief was vacated. By order dated 24th September, 1993 the appellant informed the workman that since the term of his employment had come to an end on 30th September, 1991, the workman, should know longer report for duties and that the workman will be offered no further work by the appellant. This was during the pendency of the complaint before the Industrial Court under the provisions of MRTU & PULP Act.

7] The workman examined himself in the complaint before the Industrial Court and was cross examined on behalf of the appellant. Mr. Ahmed Ibrahim Patel, Supervisor – Customer Services was examined on behalf of the employer and was cross

examined on behalf of the workman.

8] The Industrial Court by its judgment and order dated 21st October, 1995 allowed the workman's complaint and directed the appellant to award the workman the benefits of permanency from the date the workman completed 240 days of service and pay all consequential benefits on such basis.

9] The appellant, aggrieved by the Industrial Court's judgment and order dated 21st October, 1995 instituted Writ Petition No. 1869 of 1996 before this Court. By order dated 3rd April, 1996 the learned Single Judge of this Court issued Rule in the petition, but declined interim relief.

10] Aggrieved by the denial of interim relief the appellant instituted Letters Patent Appeal No. 153 of 1996, which was disposed of by the Division Bench vide order dated 12th August, 1996 by recording a statement on behalf of the appellant that instead of reinstating the workman, the appellant will pay to the workman salary as on the date of the admission of the petition i.e. 3rd April, 1996, which was Rs.2240/- per month.

11] By judgment and order dated 25th September, 2002, the learned Single Judge of this Court dismissed the appellant's Writ Petition No. 1869 of 1996. Aggrieved by this impugned judgment and order, the appellant has instituted the present appeal.

12] During the pendency of this appeal, Civil Application No. 419 of 2002 taken out by the appellant seeking interim reliefs was disposed of by order dated 10th July, 2006 by directing the appellant to deposit a sum of Rs.2,00,000/- in the Registry and to pay to the workman an amount of Rs.8,000/- per month from July-2006. The workman was permitted to withdraw interest accrued on the amount of Rs.2,00,000/- was directed to be invested.

13] The appellant, on 10th March, 2014 filed an affidavit in the present appeal stating that the Bureau of Civil Aviation Services (BCAS) had issued a notification preventing all foreign airlines from engaging any security guards and therefore, the appellant was in no position to reinstate the workman. The workman, on 30th August, 2018 filed a counter to refute appellant's contention set out in the affidavit dated 10th March, 2014.

14] Mr. Talsania, the learned Senior Advocate for the appellant submits that since the workman never challenged the termination letter dated 24th September, 1993, the Industrial Tribunal exceeded its jurisdiction in granting relief of reinstatement and consequential benefits to the workman. He submits that in any case, the termination was in accordance with express stipulation in the contract of employment. Therefore, such termination was governed by section 2(oo)(bb) of the Industrial Disputes Act, 1947 (I.D. Act). He submits that the learned Single Judge has relied upon the rulings which were already overruled by the Apex Court. He relied on *M. Venugopal Vs. Divisional Manager, Life Insurance Corporation of India, Malchilipatnam, A.P. and anr. India – (1994) 2 SCC 323*, *Alexander Yesudas Maikel Vs. Perfect Oil Seals and IRP and others – 1995(1) LLN 1165*, *Zilla Parishad Dhule and another Vs. Rajendra Hiranman Khairnar and others – 1995(2) LLJ 565*, *Rajasthan State Road Transport Corporation and another Vs. Krishna Kant and others – (1995) 5 SCC 76*, *Deputy Director of Health Services, Nashik Mandal Nashik and others Vs. Latabai Rajdhar Paturkar – 1996(3) LLN 675*, *Maharashtra State Electricity Board Vs. Suresh*

Vaidyanath Pagar – 1996(3) LLN 410 and Escort Limited Vs. Presiding Officer and another – (1997) 11 SCC 521 in support of this contention.

15] Mr. Talsania made reference to Notification issued by BCAS banning engagement of security guards by foreign Airlines to submit that at least from the date of issuance of such Notification, the relief of reinstatement becomes untenable. He relied on ***Pasupuleti Venkateswarlu Vs. The Motor & General Traders – (1975) 1 SCC 770*** to submit that such subsequent event is required to be taken into consideration by the Appeal Court.

16] Finally, Mr. Talsania submits that the Industrial Court and the learned Single Judge erred in relying on the Model Standing Orders to grant relief to the workman. He points out that the Model Standing Order No.32 had clearly provided that the Model Standing Order would not operate in derogation of any right under contract of service applicable to the matter. He relied on ***Tulsiram K. Gothad Vs. Superintendent, Mahatma Gandhi Workmen Memorial Hospital and another – 2007 (III) CLR 718*** and ***Balmer Lawrie and Co. Limited, Bombay and another Vs.***

Engineering Workers Association, Thane – 2011 (4) Mh.L.J.

776 in support of this contention.

17] Mr. A.V. Bukhari, learned Senior Advocate, for the workman, countered the submissions of Mr. Talsania to submit that there was absolutely no error of jurisdiction in the view taken by the Industrial Court and the learned Single Judge in the present case. He pointed out that the findings of fact have been recorded by the Industrial Court and confirmed by the learned Single Judge. Such findings of fact are sufficiently borne out of the material on record and therefore, no interference is warranted.

18] Mr. Bukhari points out that the evidence on record very clearly indicates that the appellant was in the habit of engaging Security Guards by providing some sort of fix tenure in the letter of appointment. He points out that this was only for the purposes of exploiting such guards and denying them the benefits of permanency and other monetary benefits which go with permanency. He points out that in similar situation, the appellant, finally, awarded the benefits of permanency to Security Guards.

However, the present workman was left out. He submits that since unfair labour practices on the part of the appellant were established on the basis of cogent evidence on record, there was no case made out to interfere with the impugned orders. He points out that no cognizance can be taken at this stage of BCAS Notification, which in any case, is not at all applicable to the facts of the present case. He points out that the appellant has suppressed the fate of its regularly appointed Security Guards, which according to workman, continued in service. For all these reasons, Mr. A.V.Bukhari submits that the present Letters Patent Appeal (LPA) may be dismissed.

19] The rival contentions now fall for our determination.

20] The complaint (ULP) No. 1296 of 1991 lodged by the workman before the Industrial Court invoking the provisions of MRTU and PULP Act was made before the so called termination of the workman's services whether relying upon the contract of employment or otherwise. Admittedly, the ad-interim relief was granted by the Industrial Court which continued at least up to 16th

June 1993. Consequent upon its vacation, the appellant, by order dated 24th September 1993 discontinued the services of the workman. At this stage, the workman's complaint was very much pending before the Industrial Court and therefore, obviously, such so called termination of the workman's services was subject to the final orders to be made in the complaint under the MRTU and PULP Act.

21] There was no case made out by the appellant before the Industrial Court that the workman had accepted his termination without any protest or demur. The complaint proceeded before the Industrial Court on the clear basis that so called termination was subject to final orders in the complaint. From the perusal of the appellant's reply dated 21st October 1991 filed in response to the workman's complaint, there was no objection raised to the maintainability of the complaint on the ground that the workman's services have already been terminated. No doubt, as on 21st October 1991, the workman was very much in service. However, after 24th September 1993, such reply, was never amended to take up any such plea, obviously because the

appellant was very much aware that its action was subject to the final orders in the complaint then pending before the Industrial Court.

22] From the perusal of the deposition of Ahmed Ibrahim Patel, the sole witness on behalf of the appellant, there appears to be no objection raised to the maintainability of the complaint in the context of the so called termination of the workman's services from 24th September 1993. The complaint under the MRTU and PULP Act, obviously, could not have been defeated such subsequent actions of the appellant. For all these reasons, we see no merit in Mr. Talsania's first contention as to the maintainability of the complaint under the MRTU and PULP Act.

23] In Complaint (ULP) No. 1296 of 1991, which was admittedly filed by the workman whilst he was in service, the workman, has alleged that the appellant was engaging in unfair labour practices under Items 6 and 9 of Schedule IV of the MRTU and PULP Act. Item 6 refers to the unfair labour practices of employing as badlis, casuals or temporaries and to continue them

as such for years, with the object of depriving them of the status and privileges of permanent employees. Item 9 refers to failure on the part of the employer to implement award, settlement or agreement.

24] In the complaint, the workman had very clearly alleged that the appellant was in habit of engaging the employees on casual/temporary/ contract basis for years together though the posts on which such employees are appointed one of permanent and perennial nature. It was further alleged that the appellant deliberately and intentionally denies statutory benefits like leave allowances bonus to such workmen. It was alleged that such workmen are paid meagre salary as compared to their regularly appointed counterparts and thereby, the appellant was engaged in exploiting the workmen so employed. The complaint also alleges that the *modus operandi* adopted by the appellant was to keep “*sword of unemployment*” constantly hanging on their neck so that they are at the mercy of the appellant.

25] The complaint further specifically alleges that the appellant would appoint on casual / temporary basis for initial period of

three months and then give them 2-3 days breaks and continued their employment for years on such basis. The complaint also specifically alleges that some workmen were appointed on contract basis for two years initially and continued in the employment for years together after giving artificial break of 2-3 days. The complaint alleges that such *modus operandi* is adopted by the appellant despite the fact that there was adequate and sufficient work for the workman and in fact, there was necessity of engaging even more workmen to cope up with the increase in the business activities. It was alleged that all this was done with the evil design to deprive workmen from the status and privileges of the permanent employees.

26] The complaint then gives the details pertaining to the workman himself and states that he was appointed as a Security Guard after he underwent due selection process. The appointment letter which referred to term of the two years was an instance of unfair labour practice described earlier. The complaint points out that normal allowances like House Rent Allowances, Washing Allowance, Leave Travel Allowance, Overtime etc. were all denied

to him, even though, the post to which the workman was appointed was of permanent post.

27] The complaint pointed out that the workman was in continuous employment for merely two years without any artificial breaks in service. The complaint then makes reference to the habit of the appellant of engaging employees on such contract basis for years together on meagre salary for years together on the post which is permanent and perennial in nature. The complaint points out that such appointments are contrary to the Bombay Industrial Employment (Standing Orders) Act, 1946 and the Rules of 1959 made thereunder.

28] The complaint then makes reference to settlement dated 23rd June 1989 entered into between the appellant the employees association. The complaint points out that the acts of the appellant are in breach of such settlement and with the object of depriving the workman status, privileges and facilities admissible to permanent employees. The complaint points out that a permanent pass has been issued to the workman. The complaint points out

that in terms of the settlement as also the Standing Orders Act and Rules or the Model Standing Orders thereunder, the workman has already acquired the status of permanency.

29] The complaint then makes reference to denial of several service benefits to the workman. The complaint then refers to the termination of six Security Guards by the appellant relying upon the term in the contract of employment on was of two years. The names of such six workmen have been specifically stated in the complaint. The allegation in the complaint is that threats have been issued to the workman of similar termination.

30] The complaint ultimately seeks the following reliefs:

“(a) That an enquiry be made and it is declared that the Respondents have engaged in and are engaging in Unfair labour practices under item 6 and 9 of the Schedule IV of the MRTU & PULP Act.

(b) That the Respondents be directed to cease and desists from engaging in the aforesaid unfair labour practices.

(c) That the Respondents be directed to grant the Complainant, the status, privileges, benefits and facilities of permanent workman with effect from the date he has acquired the said status of permanent workmen by provisions of law.

(d) That pending the hearing disposal of this Complaint, this Honourable Court be pleased to restrain the Respondents,

their agents and persons/person claiming through them by an order of injunction of this Honourable Court from terminating the services of the Complainant.

(e) Ad-interim and interim reliefs in terms of prayer Clause (d) herein above, and

(f) Award costs of this complaint”.

31] The appellant filed its written statement denying the allegations made in the complaint. The appellant urged that the complaint was not maintainable since, on 27th September 1991, the date on which the complaint was filed “*there was no cause of action taken place. The complaint is based admittedly on apprehension. Therefore, no complaint can be filed*”. Then there was an objection raised in the written statement that the same is “*time barred and there is no condonation application filed by the complainant*”. On this ground, it was urged that the complaint be dismissed by invoking the bar of limitation.

32] In the written statement, it is pleaded that the workman accepted the terms of the appointment letter with full knowledge and therefore, cannot complain of any unfair labour practices on behalf of the appellant. Thereafter, the written statement denies

practically everything that is averred in the complaint. In paragraph 4j, curiously, the appellant has also denied that the *“appellants have failed, refused and neglected to make the complainant permanent in compliance with the mandatory provisions”* .

33] In the written statement, the appellant has denied the applicability of any settlement when it comes to the case of the workman on the ground that the settlement is applicable only to employees whose job titles are specified. It is pleaded that the requirement of Security Guard was essential due to *“special circumstances involved in the security problems”*. Such problems were not foreseen for a period beyond 2 and 2 and ½ years. Therefore, the complainant and few other employees were appointed for a period of 2 years at different stages. *“There is a statement that there is no necessity of Security Guard for the company as on today. If at all they are required the company shall not do something that in line with law”*. There is also a statement that the company *“has no intention to engage any other Security Guards on temporary or casual basis”*.

34] Finally, the written statement of the appellant makes reference to the complaint on behalf of the 14 employees who were under contract for a period of 2 years and who had filed ULP No. 1273 of 1989 under the MRTU and PULP Act. In this regard, without stating any particulars as to how the cases of such 14 employees was in any manner different from the case of the present workman, the appellant has pleaded as follows:

“It is denied that similar complaint on behalf of 14 employees who were under contract for a period of 2 years was pending under ULP 1273 of 1989. The circumstances in that matter were totally different and the company regularised them. This regularisation would have taken place with or without complaint. Further in those cases of 14 employees their services were essentially required by the company. Therefore the interim order sought by the employees were not causing any harm or injury to the company. The situation the present case is totally different.”

35] The workman deposed substantially consistent with his pleadings in the complaint. In particular, the workman deposed that prior to he being engaged by the appellant, he was working with Sahara, Khambata Airways, Security Guard for 4 and ½ years. He pointed out that Khambata Airways was in fact the contractor who used to render services to the appellant. He pointed out that whilst in employment of Khambata Airways, the

workman used to work for the appellant on contract basis. Thereafter, he was interviewed by Station Manager of the appellant and offered appointment. Initially, he was given a temporary pass, but thereafter he was given a permanent pass for discharge of his duties as a Security Guard. He has pointed out that the appellant in fact issued a letter to the Dy. Commissioner of Police, Bombay requesting him to give clearance certificate so that a permanent pass could be issued to the workman. The workman has clearly deposed that the work was of permanent and perennial nature and that there was no insistence during his tenure when there was any shortage of work. He has deposed that when a grievance was made by him and 6 other Security Guards for non-payment of overtime allowance, services of 6 Security Guards whose names were stated by him, were terminated. Such termination was challenged by the Security Guards before the Courts. He has then deposed to the nature of his duties. He has deposed that 4 Security Guards were engaged by the appellant whilst the workman was in service. He has also deposed that 14 employees, who had made a claim in the Court seeking permanency, were ultimately made permanent. He has deposed

that for some period the contract of security was awarded to Air India. However, during this time, the services of Security Guards were not disturbed. The contract with Air India was eventually terminated and the appellant in fact in August 1994 advertised for recruitment of Security Guards. In pursuance of such advertisement, some of the Security Guards whose services had earlier been terminated were reappointed.

36] In the cross-examination, the evidence of the workman has not suffered any substantive dent. In his cross-examination, the workman, however, admitted that the 14 employees who were made permanent were serving since last 11 to 12 years before making them permanent.

37] Mr. Ahmed I. Patel, the sole witness on behalf of the appellant has deposed that along with the complainant – workman about 5/6 other employees were recruited as Selection Guards in the year 1989. This arrangement in respect of security was on experimental basis and after availing services of 6/7 employees, the appellant was not satisfied with security

arrangements. The company, therefore, decided to avail the services of some professional agencies for security purpose to protect the property of the company. Air India was selected as agency for the security agency, since it was considered to be one of the best in the world. The security facility availed through Air India was very expensive than the persons appointed for security by the company. After all this, Mr. Patel has stated that recently the Company has recruited direct employees as Security Controllers and majority of them were working with Air India. In his cross-examination, Mr. Patel is admitted that whilst recruiting 20 employees recently, they have recruited Mr. Ibrahim Merchant who was terminated earlier due to lapse of contract. From the perusal of the deposition of Ahmed Patel, it is seen that this witness has not even bothered to depose to the various denial or defences raised by the appellant in the written statement.

38] On the basis of the pleadings and the evidence on record, the Industrial Court has recorded the finding of fact that the appellant has indeed indulged into unfair labour practice. The Industrial Court has taken note of the circumstances that the posts

of Security Guard were permanent and the nature of duties which were being discharged by them were incumbent to such posts were also perennial in nature. Their duties involved to check luggages of the passengers and to protect the property and persons of the appellant and their employees. The Industrial Court has rightly taken note of the circumstance that the appellant after terminating the services of the almost 6 to 7 Security Guards who were similarly engaged on contract basis recruited others to such posts. The Industrial Court has taken cognizance of advertisement issued by the appellant for filling up the posts of Security Guard. The Industrial Court has quite rightly rejected the oral contentions raised before it to the effect that the workman was not qualified to hold the posts as a Security Guard or that since “*security problems are involved*” no relief ought to be granted to the workmen. In fact, the material on record makes it clear that a case of unfair labour practice was made out by the workmen.

39] The material on record indicates that apart from the case of the workmen, there were other cases also where Security Guards were appointed on contract basis and their services terminated.

Later on, the posts were filled up by other set of Security Guard. The appellant even issued advertisement to fill up such posts. At some stage, the appellant had awarded contract to Air India to provide security services. However, later on, even this contract was discontinued. The appellant, has nowhere disputed the factum of regularisation of services of almost 14 employees, who were initially engaged on temporary basis. The regularisation was in pursuance of complaints made by these employees. Mr.Talsania did contend that these were by way of compromise or settlement. However, all this material is sufficient to bring home the case that the appellant was indeed engaged in such unfair labour practices of engaging employees on contract basis only to deprive them benefits of regular service or permanency. The appellant, in its pleadings, has simply sought to state that the circumstances involving 14 employees of the workmen were different without specifying what the difference was. Again, the appellant's witness did not explain what such difference was in the course of his evidence.

40] The findings recorded by the Industrial Court are sufficiently borne out from the material on record. Such findings have in fact been reassessed by the learned Single Judge though, it was strictly speaking not necessary to do so. The learned Single Judge has also confirmed such findings of fact. The concurrent findings of fact recorded in the present case, are not vitiated by any perversity and therefore, there is really no case made out to interfere with the concurrent findings of fact.

41] Mr. Talsania's contention that the termination of workman's services was governed by section 2(oo)(bb) of the I.D. Act, strictly speaking, does not arise in this matter. Admittedly, the complaint alleged unfair labour practices was made before such termination. Once the material on record establishes that the appellant was indulging in unfair labour practices *inter alia* of engaging employees as casuals or temporary and to continue them for years with the object of depriving them of the status and privileges of permanent employees, it was open for the appellant to fall back upon the very contracts of the appellant on the basis of which such unfair labour practices was being perpetrated by them.

42] The provisions of section 2(oo)(bb) of the I.D. Act will apply in case of *bona fide* contracts of employment where for *bona fide* and actual reasons the employer wishes to engage employees for a specific term or for a specific project. The provisions will not apply to a situation where an employer, with the intent of engaging in unfair labour practices, so designs the contract of employment, as to deprive the employees of the status and privileges of permanent employees.

43] The provisions of section 2(oo)(bb) of the I.D. Act will therefore not apply to a situation of the present nature where, the material on record establishes that the very issuance of such appointment letters or contracts of employment constituted unfair labour practices, since, the entire purpose of issuing such appointment letters or contracts of appointments was to exploit the employees, continue them for years on such basis with the object of depriving them the status and privileges of permanent employees.

44] Therefore, although, there may be some merit in Mr.Talsania's contention that some of the decisions relied upon by the learned Single Judge may not have represented the correct position in law on account of subsequent rulings of the Apex Court, the same, by itself, is no ground to interfere with the concurrent findings of fact relating to unfair labour practices recorded in the present case. Even if, the legal reasoning with regard to interpretation of section 2(oo) (bb) of the I.D.Act as propounded by the learned Single Judge is kept aside, on facts, there is really no case made out to warrant interference.

45] In the decisions relied upon by Mr. Talsania including, in particular, the decision of the Apex Court in *M. Venugopal (supra)*, there was not the slightest issue of the appointment letter or contract of employment entered into between the LIC and its employees constituting any unfair labour practices. In fact, the Apex Court, was concerned with clause 11 of the contract of the employment, by which, Mr. M. Venugopal was appointed as a Development Officer with the LIC on probation for a period of one year from 23rd May 1984 to 22nd May 1985. Thereafter, the period

of probation was extended for a further period of one year from 23rd May 1985 to 22rd May 1986. Clause 11 of the contract of employment very clearly provided that Mr. M. Venugopal, on satisfactory completion of period of probation and in compliance with all conditions set out in letter of appointment will be confirmed in the services of LIC. Further, clause 11 of the contract of employment had specified that confirmation will depend, *inter alia*, upon fulfillment of the minimum business guarantee and upon his record of posts and service to the Corporation's policyholders and other functions performed by him in the area allotted to you to the satisfaction of the competent authority.

46] Since, Mr. M. Venugopal failed to fulfill the terms of clause 11 of the contract of employment, his services were not confirmed and it is in this context that the Apex Court held that the matter was governed by section 2(oo)(bb) of the I.D. Act and such termination could therefore, not be regarded as retrenchment. The fact situation in *M. Venugopal (supra)* and the fact situation in the present case is not even remotely comparable. There was not even an allegation in case of *M. Venugopal (supra)*, that the contract of

employment or for that matter the insertion of clause 11 in the contract of employment was a result of some unfair labour practice or for purposes of denying the benefits of permanency to employees. Therefore, reliance on *M.Venugopal (supra)* and the other decisions which were delivered in similar circumstances, can be of no assistance to the appellant.

47] There is also no necessity to go into the contention based upon the Standing Orders Act and the Rules made thereunder. This is because on facts, we are satisfied that the concurrent findings recorded by the Industrial Court and the learned Single Judge are sufficiently borne from the material on record. These findings established unfair labour practices on the part of the appellant. On this basis, there was no infirmity in the judgments and orders rendered by the Industrial Court and the learned Single Judge in the present case.

48] The contention based upon BCAS letter or notification also warrants no acceptance. This is because the appellant, apart from producing such letter/notification, has nowhere explained about the fate of Security Guards already in the employment of the

appellant post issuance of such letter/notification. Besides, at this point of time, it is not quite clear as to whether the workman has already attained the age of superannuation or not. If the workman already attained the age of superannuation, then, the issue which survives, may relate to payment of backwages and other consequential benefits. In any case, based upon the BCAS letter/notification, there is no case made out to upset the reliefs granted by the Industrial Court and the learned Single Judge to the workman.

49] For all the aforesaid reasons, we see no merit in this Letters Patent Appeal. Accordingly, the Letters Patent Appeal is dismissed. There shall however, be no order as to costs.

(M. S. SONAK, J.)

(A. S. OKA, J.)

50] At this stage, the learned counsel for the appellant seeks continuation of the interim order dated 10th July 2006 for a period of 12 weeks. Taking into consideration the circumstances of the case, we direct that the interim order dated 10th July 2006 made in Civil Application No. 419 of 2002 in the present Letters Patent Appeal, shall operate for a further period of 8 weeks from today.

(M. S. SONAK, J.)

(A. S. OKA, J.)