



BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT
RESERVED ON : 22.03.2018
DELIVERED ON : 04.06.2018

CORAM

WEB COPY

THE HONOURABLE MR.JUSTICE G.R.SWAMINATHAN

W.P.(MD).No.18937 of 2016

1. M.Manivannan
2. K.Anandh @ Anandhan ... Petitioners

Vs.

1.The Management,
Ponds Hindustan Unilever Ltd.,
St.Mary's Road,
Kodaikanal - 624 101.

2. The Management,
Hindustan Unilever Ltd., Head Office,
Unilever House,
B.D.Sawant Marg, Chakala,
Andheri(E), Mumbai - 400 099.

3. The Presiding Officer,
Labour Court, Tiruchirappalli. ... Respondents

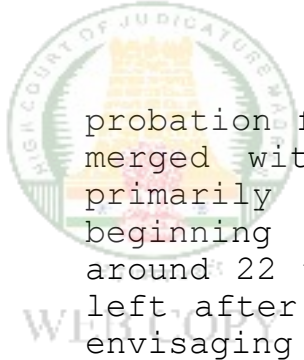
PRAYER : Writ Petition is filed under Article 226 of Constitution of India, to issue a Writ of Certiorarified Mandamus, calling for records pertaining to the impugned order passed by the third respondent, dated 23.01.2013 relates to Point No.3 and quash the same as illegal and arbitrary and consequently directing respondents 1 and 2 to give back wages of the petitioners service period till the closure of the Company.

For Petitioners : Mr.P.Pitchaiappan
For Respondents 1 & 2 : No appearance.
For Respondent No.3 : Labour Court

O R D E R

The petitioners herein question the award, dated 23.01.2013, passed by the Labour Court in I.D.Nos.142 and 145 of 2003.

2. Pond's (India) Limited set up a plant at Kodaikanal in the year 1984 for manufacture of Mercury in Glass Clinical Thermometer. On 28.03.1996, the management entered into a settlement with the recognised trade union. Clause 12(3) of Settlement provided that there shall be a training programme by which the candidates selected for training will undergo General Orientation training for 12 months with a further intensive training of 6 months and thereafter



probation for 12 months. In October 1988, Ponds India Limited, got merged with Hindustan Lever Limited. The unit in question was primarily export oriented. But business had fallen from the beginning of 1999. Therefore, on 23.06.1999 trainees numbering around 22 were terminated. Some of them accepted the situation and left after collecting their dues. As regards others, an agreement envisaging cessation of employment was entered into on 23.06.1999 with preference for reemployment in the event of situation improving in future. But the situation did not improve and this gave rise to industrial disputes. After holding negotiation, the management paid a sum of Rs.12,500/- as compensation in lieu of employment to as many as 16 persons. The petitioners however did not accept the said offer and filed I.D.Nos.142 and 145 of 2013.

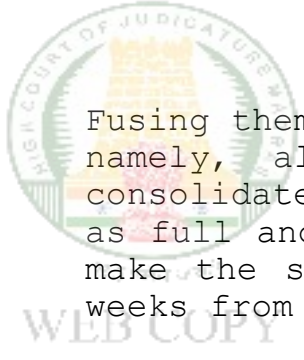
3. The Labour Court by the impugned award took the view that it is not possible to order re-instatement in view of the closure of unit and directed the management to pay compensation at the rate of 15 days last drawn salary in every computed year of service. The petitioners had joined the Company as trainees in June 1996. The unit was closed on 09.11.2001. Gratuity was also directed to be paid. That is questioned in this Writ petition.

4. Heard the learned counsel appearing for the petitioners.

5. There is no appearance for the management.

6. After going through the entire material on record, this Court is of the view that the Labour Court was justified in holding that no order of re-instatement can be passed in favour of the workmen. The activities of the unit gave rise to considerable public outcry and controversy. It was held that the unit was polluting to the environment at Kodaikanal. Therefore, the Tamil Nadu Pollution Control Board, intervened and directed the closure of the unit for which order was passed. The unit has thus been shut down. Hence, it is not possible to grant an order of re-instatement to the petitioners. At the same time, it has to be noted that the petitioners had been given training in a field for which there is absolutely no future to the other workmen. The management had paid a sum of Rs.12,500/- as compensation in lieu of employment. This was way back in January 2001. Now more than 18 years have passed. The management did not make any attempt to deploy the petitioners elsewhere also.

7. Considering the long lapse of time, this Court is of the view that in the interest of justice, the second respondent should pay a sum of Rs.1,00,000/- to each of the petitioners. This amount is arrived at, since the petitioners will have to be paid as their compensation and also Gratuity. The petitioners even according to the finding of the Labour Court which has become final were treated to be in service for a period from June 1996 to November 2001. The amount payable to the workmen will have to represent the compensation, namely, retrenchment compensation as well as Gratuity.



Fusing them together and taking into account the long lapse of time, namely, almost 18 years, this Court is of the view that a consolidated sum of Rs.1,00,000/- can be paid to each of the workmen as full and final settlement. The second respondent is directed to make the said payment of the petitioners within a period of eight weeks from the date of receipt of a copy of this order.

8. The Writ petitions stand disposed of accordingly. No costs.

Sd/-
Assistant Registrar(CS-III)

/True Copy/

Sub Assistant Registrar

To

1.The Management,
Hindustan Unilever Ltd., Head Office,
Unilever House,
B.D.Sawant Marg, Chakala,
Andheri(E), Mumbai - 400 099.

2.The Presiding Officer,
Labour Court, Tiruchirappalli.

+2cc to M/S.P.Pitchaiappan, Advocate SR.No. 66812

ORDER
MADE IN
W.P.(MD).No.18937 of 2016
04.06.2018

pmu
JM/SKN RSK/SAR 4/12.06.2018/3P/5C