

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

Amk

LETTERS PATENT APPEAL NO. 65 OF 2008
IN
REVIEW PETITION NO. 5 OF 2008
IN
WRIT PETITION NO. 4643 OF 2007
WITH
LETTERS PATENT APPEAL NO. 66 OF 2008
IN
WRIT PETITION NO. 4643 OF 2007
WITH
CIVIL APPLICATION NO. 69 OF 2008
IN
LETTERS PATENT APPEAL NO. 66 OF 2008
IN
WRIT PETITION NO. 4643 OF 2007

M/s. Cipla Ltd.

.. Appellant

Vs.

Mr. Anant Ganpat Patil & Ors.

.. Respondents

Mr. Sudhir Talsania, Senior Advocate a/w. Mr. Netaji Gawade i/b Sanjay Udeshi & Co. for the Appellant.

Mr. V. P. Vaidya for Respondent Nos.1 & 2.

CORAM : PRADEEP NANDRAJOG, C.J. &
SMT. BHARATI DANGRE, J.

DATE : 11th NOVEMBER, 2019.

P. C. :

1. Having heard learned Counsel for the parties.
2. We find it is a simple case of quibbling to find out the difference between Tweedledum and Tweedledee.

3. A settlement was arrived at between the management of the Appellant and the recognized Union of Workmen through the members of the managing committee of the Union on 14.05.2004.

4. Disputes pertained to wage revision with effect from 01.05.2004. Dearness allowance, house rent allowance, leave travel assistance, medical benefits, transport allowance, education allowance were resolved in respect of different categories of workmen. Issues concerning leave, shift allowance, overtime payment, ex-gratia payment in lieu were also resolved. It was specifically agreed and incorporated in the written memorandum of agreement that every workman covered by the settlement would be required to make a declaration to the effect that the terms and conditions of the settlement are accepted by him. The format of the declaration was also agreed upon and was annexed as Annexure III to the settlement.

5. The workmen who were entitled to the benefit of the settlement were listed in Annexure II.

6. All the workmen except Respondents signed the written undertaking as per format provided in the written agreement and the dispute which has led to the instant Appeal being filed is the insistence of the Respondent-workmen to receive the benefit sans the undertaking.

7. Suffice it to state, if the beneficiaries under an agreement receive the benefits notwithstanding they not signing the written undertaking as contemplated by the agreement they would be deemed to have given the undertaking for the reason the settlement requires the management to confer various benefits on the workmen. The written undertaking is that the workman concerned has understood the terms of the settlement

and agrees to abide by the terms and conditions contained in the settlement and the same would be liable to be withdrawn in the event of refusal or failure to fulfill the obligation and the workman has to maintain normal production, discipline and improvement in working.

8. Every workman is obliged to work as disciplined workman.

9. Thus, we dispose of the Appeals directing that the Respondents be given the benefits sans any interest for late payment. They need not execute the undertakings.

10. We set aside the impugned orders.

[SMT. BHARATI DANGRE, J.]

[CHIEF JUSTICE]

Arjun
M.
Kadam

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