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IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CIVIL APPELLATE JURISDICTION

WRIT PETITION NO.12979 OF 2019

Mr. Ilyas Shaikh And Ors.

...Petitioners

vs

M/s. C.G. Power And Industrial
Solutions Ltd. And Ors.

...Respondents

.....

Ms. Gayatri Singh, i/b. Ankit Kulkarni, for the Petitioners.

Mr. Sudhir Talsania, Senior Counsel, a/w. Mr. Sanjay Dhulapkar, for
Respondent Nos. 1 to 3.

Mr. Neel Helekar, for Respondent No.4.

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CORAM : S.C. GUPTE, J.

DATED: 20 DECEMBER, 2019

P.C. :

. This writ petition challenges an order passed by Industrial Court at Mumbai. After the matter is heard at some length, after taking instructions from their respective clients, learned Counsel seek an order in invitum. It is, accordingly, ordered as follows:-

2. The Petitioners, who are employees of Respondent No.1 (68 in number), shall communicate their option whether to report on duty at the place of transfer at Malanpur, Gwalior or to opt for VRS/compensation scheme, both dated 23 October 2019, in accordance with the Notice issued by Respondent No.1 to its employees on 23

October 2019, by 3 February 2020. Those of the Petitioners, who opt for transfer, shall indicate their option by reporting on duty at Malanpur on 3 February 2020. Those who do not so report shall be treated as having exercised the option of either VRS or compensation. These latter employees will have to indicate in any event their option for VRS or compensation forthwith thereafter and, upon indicating their option, shall be paid their dues accordingly.

3. It is made clear that this timeline shall not be altered under any circumstances.

4. All Petitioners shall be paid their wages upto 3 February 2020 in any event.

5. Service conditions of those Petitioners, who report for work at Malanpur, shall remain the same as at present at their current working place, namely, at Kanjurmarg. The wages and service conditions at Kanjurmarg, which are covered by a settlement duly arrived at between Respondent No.1 and the recognized Union of its workmen, shall continue to operate until replaced by a new settlement or award. The employees of Respondent No.1, who report at Malanpur, will be entitled to the benefits under EWT Funds, which, according to Respondent No.1, are the same at Kanjurmarg and at Malanpur.

6. It is clarified that the existing term of settlement for transfer of employees from Kanjurmarg to Malanpur, so far as house rent allowance is concerned, shall be subject to any notice of demand to be

raised at the close of the current settlement period.

7. Respondent No.1 has agreed to set up, and commission, its heavy duty transformers' plant, upon transfer of machinery from Kanjurmarg to Malanpur, within three months from today. In the meantime, i.e. before the heavy duty transformers' plant is commissioned, with an outer limit of three months as above, the Petitioners, who report on duty, shall be provided the work of servicing of heavy duty transformers at Malanpur. In commissioning the plant, the Petitioners shall render such assistance as may be within their skills.

8. It is made clear that irrespective of whether the plant is set up at Malanpur and made functional or whether the work of servicing of heavy duty transformers can be assigned to those of the Petitioners, who report for work at Malanpur, such Petitioners, as have opted for work at Malanpur, will be paid their regular salary.

9. In view of this order, there will not be any embargo or restriction on Respondent No.1 removing its remaining plant and machinery from Kanjurmarg.

10. The writ petition is disposed of in the above terms.