

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED 23.10.2019

CORAM

THE HONOURABLE MR. JUSTICE S.M.SUBRAMANIAM

W.P.Nos.11205 to 11224 of 2017

M.Parthiban,  
(Old Emp.No.005 & New Emp.No.050),  
No.337, 6<sup>th</sup> Street,  
Bakthavachalam Colony,  
Vyasabadi, Chennai - 600 039. ....Petitioner in WP.No.11205/2017

M.Sadasivam ....Petitioner in WP.No.11206/2017

V.Sudalai ....Petitioner in WP.No.11207/2017

M.Thirupathi ....Petitioner in WP.No.11208/2017

V.Shankar ....Petitioner in WP.No.11209/2017

V.Rajaganapathy ....Petitioner in WP.No.11210/2017

P.Saravanan ....Petitioner in WP.No.11211/2017

C.Chennaiyan ....Petitioner in WP.No.11212/2017

M.Parthiban ....Petitioner in WP.No.11213/2017

C.Senthilkumar ....Petitioner in WP.No.11214/2017

C.Venugopal ....Petitioner in WP.No.11215/2017

P.Devendiran ....Petitioner in WP.No.11216/2017

K.Kirubakaran ....Petitioner in WP.No.11217/2017

D.Ravi ....Petitioner in WP.No.11218/2017

M.Sagayaraj ....Petitioner in WP.No.11219/2017

C.Chandiragiri ....Petitioner in WP.No.11220/2017

M.Sekar ...Petitioner in WP.No.11221/2017  
H.V.Ravikumar ...Petitioner in WP.No.11222/2017  
M.Thalavi Mandhiramurthy ...Petitioner in WP.No.11223/2017  
A.Kumar ...Petitioner in WP.No.11224/2017  
..Vs..

- 1.The Lok Adalat - II, organized by  
High Court - Legal Services Committee,  
on Wednesday the 17<sup>th</sup> day of June 2015,  
under Section 19 of the Legal Services  
Authorities Act, 1987.
- 2.The Presiding Officer,  
Principal Labour Court,  
Chennai - 600 104.
- 3.The Management of  
Bharat Technologies Auto Components Ltd.,  
rep by its Managing Director,  
Regd. Office, Unit No.708,  
Beta Wing, 7<sup>th</sup> Floor, Raheja Towers,  
177, Anna Salai, Chennai - 2.
- 4.Hosur Bharat Technologies Auto Components,  
Employees Union (Regd.No.5/KRI)  
Rep by its Secretary, No.3, Kamaraj Colony, 3<sup>rd</sup> Cross,  
Hosur - 635 109, Krishnagiri District.
- 5.Mr.G.Mukesh,  
President,  
Hosur Bharat Technologies Auto Components  
Employees Union (Regd.No.5/KRI)  
No.3, Kamaraj Colony, 3<sup>rd</sup> Cross,  
Hosur - 635 109, Krishnagiri District.
- 6.Mr.A.K.Udayakumar,  
Secretary,  
Hosur Bharat Technologies Auto Components  
Employees Union (Regd.No.5/KRI),  
3/98, Udayagiri, Navathi Road,  
HCF Post, Hosur - 635 110.

7.Mr.R.Ramakrishnan,  
Treasurer,  
Hosur Bharat Technologies Auto Components  
Employees Union (Regd.No.5/KRI),  
No.3, Kamaraj Colony, 3<sup>rd</sup> Cross,  
Hosur - 635 109, Krishnagiri District.

...Respondents in all Wps

Prayer in WP.Nos.11205, 11219, 11220 and 11223 of 2017:

Petition filed Under Article 226 of the Constitution of India praying to issue a Writ of declaration, declaring that the Award dated 17.06.2015 passed by the first respondent is not binding on the petitioner and consequently restore the I.D.No.9 of 2007 dated 27.06.2013 and also the C.P.No.445 of 2013 on the file of the second respondent/Principal Labour Court insofar as the petitioner's case is concerned with a liberty to pursue individually.

Prayer in W.P.Nos.11206 to 11218 of 2017, 11221, 11222 and 11224 of 2017:

Petition filed Under Article 226 of the Constitution of India praying to issue a Writ of declaration, declaring that the Award dated 17.06.2015 passed by the 1st respondent is not binding on the petitioner and consequently restore the I.D No.279 of 2009 dated 27.06.2013 and also the C.P. No.446 of 2013 on the file of the 2nd respondent/ principal Labour Court in So far as the petitioner's case in concerned with a liberty to pursue individually.

For Petitioner : Mr.S.Arunachalam  
for Ms.S.Girija  
(in all the Wps)

For Respondents : No appearance for R.1, R.3 & R.6  
R.4, R.5 & R.7 unclaimed.  
(in all the WPs)

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COMMON ORDER

The writs on hand are filed to declare that the award dated 17.06.2015 passed by the first respondent is not binding on the writ petitioners and consequently restore the I.D.No.9 of 2007, dated 27.06.2013 and also the C.P.No.445/2013 on the file of the

second respondent/Principal Labour Court insofar as the petitioners case is concerned.

2.The learned counsel appearing on behalf of the writ petitioners narrated the facts by stating that on 27.06.2013, a common award was passed in I.D.Nos.9 of 2007 and 279 of 2009 holding that the termination of service and non-employment of transferred workmen is unjustified and reinstate the employees with continuity of service, backwages and all other attendant benefits. The C.P.Nos.445 & 446 of 2013 were filed before the second respondent by the petitioners through their registered Union duly making individual claims ranging from Rs.10,00,000/- to Rs.19,00,000/- on 16.08.2013.

3.The W.P.Nos.12191 and 12192 of 2014 were filed by the Management challenging the common award passed in I.D.No.9/2007 and I.D.No.279/2009. Subsequently, 18(1) settlement was signed between the parties on 11.06.2013. Based on the 18(1) settlement, the matter was referred before the Lok Adalat, with the consent of the parties and the regular Lok Adalat headed by a retired High Court Judge along with two Members passed a Lok Adalat Order on 17.06.2015 and the terms of Settlement are extracted hereunder;

**"TERMS OF SETTLEMENT**

Both the parties and their counsel represented. They filed a Joint Memos duly signed by the petitioner, first respondent and their counsels. Both the parties already entered into a settlement under Section 18(1) of Industrial Disputes Act, dated 11.06.2015 and they have also filed a Settlement dated 11.06.2015. The aforesaid Joint Memos filed by the petitioner, first respondent and their counsels are recorded and the awards passed by the Labour Court is substituted by 18(1) of Industrial Disputes Act, dated 11.06.2015.

2.The Joint Memos of Compromise under Section 18 (1) of the Industrial Disputes Act, dated 11.06.2015 shall form part of the order. Writ petitions are disposed of accordingly. Consequently, connected M.P.s are closed.

Sd/-

Bharat Technologies Auto Components Limited,  
Reg.Office, Unit No.708,  
Beta Wing, 7<sup>th</sup> Floor, Raheja Towers,  
177, Anna Salai, Chennai - 600 002.

Sd/-  
Counsel for the petitioner

Sd/-  
Hosur Bharat Technologies Auto Components  
Employees Union (5/KRI),  
Rep by its Secretary,  
No.3, Kamaraj Colony,  
3<sup>rd</sup> Cross, Hosur - 635 109.

Sd/-  
Counsel for the first respondent

This Lok Adalat award is passed in terms of the above settlement.

The full Court fee paid shall be refunded to the petitioner in the manner provided under Section 69-A of the Tamil Nadu Court-Fees and Suits Violation Act, 1955 and the Court Fees Act, 1870 as provided for under Sub Sec.1 of Section 21 r/w 25 of the LSA Act, 1987 as amended in 1994.

|                |               |                 |
|----------------|---------------|-----------------|
| Sd/-<br>Member | Sd/-<br>Judge | Sd/-<br>Member" |
|----------------|---------------|-----------------|

4.On 23.02.2016, the writ petitioners raised their disagreement and unwillingness in respect of the settlement entered into between the registered Union and the Management before the Lok Adalat. Consequently, the present writ petitions are filed for the relief to declare that the award passed in the Lok Adalat is not binding on the writ petitioners.

5.The learned counsel appearing on behalf of the writ petitioners reiterated by stating that it is only an 18(1) settlement and Section 18(1) of the Industrial Disputes Act enumerates that "a settlement arrived at by agreement between the employer and the workman otherwise than in the course of conciliation proceeding shall be binding on the parties to the agreement." Relying on the above provision, the learned counsel appearing on behalf of the petitioners states that the writ petitioners were not the parties to the agreement or they have given any consent to settle the matter before the Lok Adalat. Thus, the award of the Lok Adalat is not binding on them.

6.The learned counsel appearing on behalf of the petitioners is of the opinion that in respect of 18(1) Settlement the parties, must give a consent for the terms and conditions and therefore, the 18(1) settlement signed by the Union is not binding on these workmen, though, he admitted that the writ petitioners were the members of the Union, who signed 18(1) Settlement.

7.None appeared on behalf of the respondents. In respect of interpretation offered by the learned counsel appearing on behalf of the petitioners, with reference to Section 18(1) of the I.D.Act, this Court is of an opinion that in the event of accepting such an interpretation, the very purpose, object and the spirit of the Act itself is diluted. Once Section 18(1) of the I.D.Act contemplates that a Settlement arrived at by agreement between the employer and the workmen otherwise than in the course of conciliation proceeding shall be binding on the parties to the agreement.

8.The first ingredient to be examined is that whether writ petitioners are the parties to the agreement. In respect of term 'parties', this Court is of an opinion that in the present cases, the registered Union, in which the writ petitioners are members, admittedly is a party for the settlement. Admittedly, the Union was a party to the agreement and it was signed by the Management as well as by the Union. Thus, the Union consisting of members cannot be treated differently and the writ petitioners who are all admittedly the members of the registered Union is to be construed as parties to the agreement. In the event of interpreting the Clause or otherwise, the very sanctity of the definition of Union is diluted and such an interpretation offered by the writ petitioners cannot be accepted at all. Once, the workmen are represented through the Union and the Union signs the agreement, then the terms and conditions of the agreement are binding on the workmen, who are all the members of the Union and therefore, the submission of the learned counsel appearing on behalf of the petitioners that the writ petitioners were not the parties to the agreement, cannot be accepted.

9.Admittedly, Section 18(1) settlement was signed between the Management as well as the registered Union, in which the writ petitioners are the members. If at all, the Office bearers of the Union has committed any irregularity, illegality or any corrupt activities, then it is left open to the members of the Union to sue the Union or the Office bearers and they cannot file a separate claim before the Authorities stating that the award is not binding on them or the agreement was signed without

their consent. Once, the Union signed the agreement that is binding on the workmen and thereafter, they cannot take different stand, that they have not given any consent for signing the agreement.

10.This apart, pursuant to the 18(1) settlement, the case filed before the High Court was referred to the Lok Adalat and the Lok Adalat also recorded the Terms of Settlement which was signed by the respective parties based on the 18(1) settlement. Even before the Lok Adalat, the learned counsel appearing on behalf of the management and the learned counsel appearing on behalf of the Union, signed the Lok Adalat Award. In other words, the parties to the case signed the Lok Adalat award. Once the parties to litigations as well as the respective learned counsels appearing for the parties signed the award before the Lok Adalat, then such award is undoubtedly binding on parties and now they cannot come out with writ petitions stating that such award is not binding on certain members of the Union. Such a stand is contrary to the established principles and it is left open to the aggrieved members of the Union either to sue the Unions or Office bearers, if at all, there are any irregularities, fraud or corrupt activities done by the Office bearers in the name of the Unions, contrarily, the award cannot be quashed based on the circumstances and facts. Thus, relief as such sought for cannot be granted, as such a relief is against the established principles of law.

11.Accordingly, the writ petition is devoid of merits and stands dismissed. No costs.

Sd/-  
Assistant Registrar(CS III)

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सत्यमेव जयते  
Sub Assistant Registrar

To

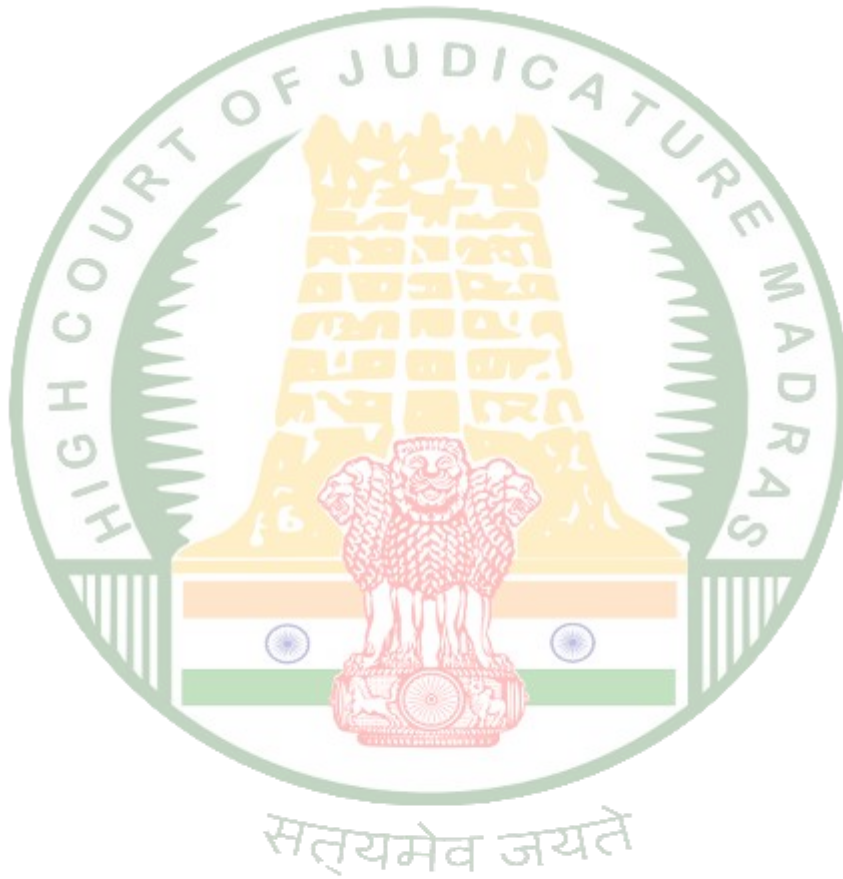
- 1.The Lok Adalat - II, organized by High Court - Legal Services Committee, on Wednesday the 17<sup>th</sup> day of June 2015, under Section 19 of the Legal Services Authorities Act, 1987.

2.The Presiding Officer,  
Principal Labour Court,  
Chennai - 600 104.

+2cc to Ms.S.Girija, Advocate sr.88827

W.P.No.11205 to 11224 of 2017

cp(co)  
nr 19/12/2019



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