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IN THE HIGH COURT OF JUDICATURE AT MADRAS

RESERVED ON : 29.11.2019
DELIVERED ON : 19.12.2019

CORAM :

THE HON'BLE MR.A.P.SAHI, CHIEF JUSTICE

AND

THE HON'BLE MR.JUSTICE SUBRAMONIUM PRASAD

W.A.No.3881 of 2019

The Management of Roca Bathroom
Products Private Limited
Mahatma Gandhi Road
Ranipet - 632 401
Vellore District
rep. by its Factory Manager.

.. Appellant

vs.

1. Ranipet Labour Union
rep. by its Secretary, Mr.S.Nagarajan
11, Mahatma Gandhi Road
Ranipet - 632 401
Vellore District.

2. Roca Ranipet Labour Union
rep. by its Secretary
Registration No.1581/VLR
No.13A, Ambedkar Street
Navalpur, Vellore District.

.. Respondents

PRAYER: Appeal under Clause 15 of the Letters Patent against the order dated 25.10.2019 passed by the learned Single Judge in W.P.No.25551 of 2019.

Prayer: Writ Petition filed under Article 226 of the Constitution of India, in the nature of certiorarified mandamus calling for the records of the Industrial Tribunal Tamil Nadu, Chennai in I.A.No.8 of 2019 and quash the order dated 06.03.2019 direct the Industrial Tribunal Chennai to consider the preliminary issue as to whether an award can be passed in terms of the settlement dated 21.01.2019 between petitioner and 2nd Respondent.



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For Appellant

: Mr.A.L.Somayaji
Senior Counsel
for M/s.T.S.Gopalan and Co.

For Respondents

: Mr.V.Prakash
Senior Counsel
for M/s.Karthikeyani
for 1st respondent

Mr.Balan Haridas
for 2nd respondent

JUDGMENT

HON'BLE CHIEF JUSTICE

In an ongoing industrial dispute regarding wage revision, the management of the appellant company entered into a settlement under Section 18(1) of the Industrial Disputes Act, 1947 (for brevity, "the ID Act") on 21.1.2019 with the second respondent Labour Union. An application I.A.No.8 of 2019 in I.D.Nos.3 and 29 of 2013, was filed by the appellant management to consider the settlement entered into between it and the second respondent and for framing a preliminary issue to that effect, which has been rejected by the Tribunal vide order dated 6.3.2019 observing that the signatories to the settlement are not the office bearers of the first respondent Union representing the majority of the workers.

2. The appellant company approached the learned Single Judge challenging the same, but the writ petition has been dismissed vide judgment dated 25.10.2019. The learned Single Judge noted that the settlement dated 21.1.2019 has been entered into through a Union registered in 2017, a splinter group of 120 workmen forming a minority, whereas the Union which was existing from before, namely the first respondent, represents the majority of the workmen consisting of 179 persons who have not entered into any such settlement. The learned Single Judge did not find it proper to issue any such direction for framing of a preliminary issue and rejected the writ petition holding that the Industrial Tribunal shall proceed to decide the same upon the respective contentions raised by the parties. The learned Single Judge has however made observations to the effect that the rule of majority is the rule of authority.

3. The aforesaid observation made by the learned Single Judge is being questioned by the appellant contending that the



same will amount to refusal of even considering the settlement entered into between the appellant and the second respondent, which would be detrimental in determining the fairness of the proposal. It is therefore the contention of the appellant that if the order passed by the Industrial Tribunal dated 6.3.2019 is allowed to stand, the same would be denying an access to the resolution of the dispute that is being represented by the second respondent.

4. Accordingly, the main grievance of the appellant is that the Tribunal while passing the impugned order, has erroneously observed that the settlement arrived at between the appellant and the second respondent is through such signatories who are not the elected office bearers of the majority first respondent Union.

5. According to the appellant, this will cause serious prejudice in the proceedings before the Tribunal and such refusal being contrary to law, the appellant contends that the impugned judgment dated 25.10.2019 and the order of the Tribunal dated 6.3.2019 under challenge refusing to grant relief deserve to be set aside.

6. The appellant management, therefore, urges that an outright rejection of the application moved by the appellant to examine the fairness of the settlement arrived at between the appellant and the second respondent being unsustainable in law, the learned Single Judge ought to have interfered with the same and having failed to do so, the present appeal should be entertained and the reliefs prayed for should be granted.

7. Mr.A.L.Somayaji, learned Senior Counsel for the appellant has urged that it is not a question of settlement by a minority group of workmen or the majority group, but the principles of fairness and appropriate terms and conditions of the settlement for the benefit of the workers should be the prime concern and that has been lost sight of by the Tribunal, as affirmed by the learned Single Judge and hence, the same deserves to be rectified with an appropriate direction to the Industrial Tribunal to consider the same and then proceed to decide the matter in accordance with law. Mr.Somayaji has relied on a number of decisions to support his submissions.

8. On the other hand, Mr.V.Prakash, learned Senior Counsel appearing for the first respondent has opposed the petition contending that the second respondent could not have entered into an independent settlement, inasmuch as it was not even in existence on the date when the dispute arose and as a matter of



fact, this splinter group of Union emerged only with a view to dissolve the stand taken by the first respondent that does not support any settlement entered into by the second respondent. It is urged that the second respondent represents only the minority of the workmen, admittedly by way of numbers as well, and it cannot be, therefore, treated to be authorized in law or otherwise to represent the cause of the workmen. It is also the contention of learned Senior Counsel that the Tribunal has rightly observed that the settlement has not been signed by the office bearers of the recognized first respondent Union. He contends that the management has no choice or option except to negotiate with the first respondent Union which is the only recognized Union forming the majority group entitled in law to enter into settlement with regard to the dispute that arose on the date when the lis commenced.

9. It has been vehemently urged that allowing the second respondent to negotiate would amount to disrupting the balance of the bargaining power between the management and the workmen, thereby giving a dominant position to the management, which is against the tenets of the provisions of the ID Act and hits at the root of the philosophy of industrial peace that can be brought about only by way of a negotiation with the workmen represented through the majority of them. He, therefore, in essence contends that a minority splinter group has no authority in law to enter into any settlement and creation of any such platform by allowing their terms and conditions to be made the basis of adjudication would amount to contravening the rights of the workmen that stand reposed only through the Union that represents the majority of the workmen. He, therefore, submits that the Industrial Tribunal rightly rejected the application moved by the management supported by the second respondent and there is no error in the dismissal of the writ petition by the learned Single Judge and, hence, no interference is called for. It is also submitted that the first respondent Union representing the majority is the only lawful recognized Union which status can never be altered at the stance of the management by negotiating a settlement with the second respondent.

10. Supporting the case of the appellant, Mr. Balan Haridas, learned counsel appearing for the second respondent contends that the second respondent Union may have come into existence after the date of the lis, but the same does not take away the right of the workmen other than the majority to represent their cause or enter into a settlement through the second respondent Union, which came into existence because of no settlement having been arrived at for almost a decade in the matter. The stand



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taken by the second respondent is much more beneficial and lucrative to the cause of the workmen and, therefore, its fairness should be allowed to be adjudicated by the Industrial Tribunal. It is also urged that the signatories to the settlement are the office bearers of a registered Union, even though it may be representing a littler lesser number of workmen.

11. His contention is that there is no legal bar in testing the fairness of the settlement arrived at between the appellant and the second respondent and, therefore, the insistence of the first respondent not to allow the cause to be examined from the point of view of the second respondent is unjustified and legally unsustainable.

12. We have heard learned counsel for the parties.

13. It is undisputed that the first respondent Union was the only registered Union that was recognized when the dispute arose between the parties. The second respondent Union came into existence only in the year 2017. The first respondent Union still continues to be the union of the majority workers with 179 members, whereas the second respondent, admittedly which came to be registered in the year 2017, has the minority of the workers as members, which is approximately 120 in number.

14. The contention raised on behalf of the appellant management is that a monopoly or an exclusive right to negotiate a settlement cannot be claimed by the first respondent and the appellant management has entered into a valid settlement in terms of Section 18 of the ID Act, the correctness and fairness whereof has to be examined by the Industrial Tribunal, which cannot be excluded from any such adjudication by the Industrial Tribunal.

15. To support his submission that even a minority group of workmen can claim the consideration of a settlement entered into with the management, Mr.A.L.Somayaji, has relied on the judgments in the case of Associated Cement Companies Ltd. v. Workmen and others, reported in AIR 1960 SC 777 (Paragraphs 1, 9, 10 and 11). He has further relied on the judgment in the case of Workmen of Rohtak General Transport Company Private Limited v. Rohtak General Transport Co. (P) Ltd., reported in (1962) 1 LLJ 634 (Paragraphs 1, 3 and 7), followed by the judgment in the case of Indian Oxygen Ltd. v. Workmen as represented by Indian Oxygen Karamchari Union, reported in (1979) 3 SCC 291 (Paragraphs 10, 14, 16 and 19).

16. On the strength of the aforesaid judgments, it has been



contended by the appellant that the adjudication can be sought even by a minority group of workmen and there is no such exclusionary rule making it dependent on the majority or the minority group of the workmen. The focus is on the fairness of any settlement and not the numbers who have formed the same. Consequently, the adjudicatory process cannot exclude an attempt of a fair settlement through the minority group of workmen. It has further been submitted that it violates the fundamental rule of audi alteram partem thereby violating Article 14 of the Constitution of India and also negates the fundamental rights guaranteed to the workmen of their freedom of expression and also right to their livelihood guaranteed under Article 21 of the Constitution of India. There is no legal bar in presenting the settlement and getting it adjudicated and there is a legal duty cast on the Tribunal to consider such an issue.

17. On the other hand, learned Senior Counsel for the first respondent contends that even though assuming that there is no express legal bar, but the entire scheme of the ID Act requires the establishment of industrial peace, where the labour union through its majority opinion is only entitled to negotiate. The minority group may indicate its dissent, but that is limited within the functioning of the union itself. Once the majority have taken a decision, then that alone is binding, inasmuch as it is then only that the bargaining power of the union, as protected under the ID Act, could be asserted. In essence, the argument of Mr.V.Prakash, learned Senior Counsel is that the Union which existed on the date of lis and even today, which represents the majority of the workers, namely the first respondent, is the sole bargaining agent. For this, he has relied on the judgment in the case of Balmer Lawrie Worker's Union, Bombay and another v. Balmer Lawrie and Company Ltd. and others, reported in 1984 Supp SCC 633 and on the judgment of this Court in MRF United Workers Union v. Government of Tamil Nadu, reported in 2009-IV-LLJ 685 (Mad) (Paragraphs 23, 26, 27, 34, 35 and 37).

18. It is emphasized by Mr.V.Prakash that as a matter of fact when the dispute arose, all workmen on the date of dispute were represented only through the first respondent Union and any dissent or splinter opinion, which only forms a minority, cannot override the majority and their dissent is not a decision.

19. To further substantiate his submissions, Mr.V.Prakash, contends that the attempt made by the management to negotiate with the splinter group clearly amounts to an unfair labour practice, inasmuch as the employer cannot encourage factionalism which stands prohibited in terms of Section 25(d) read with



Section 2(ra) of the ID Act and the restrictions clearly spelt out in the Fifth Schedule, particularly Clauses (1) and (2).

20. On a conspectus of the aforesaid facts what emerges is that it is correct that the first respondent was the only Union representing the cause of the workmen when the lis arose. There is no doubt that the said union did not enter into any such negotiation on the terms which have now been settled with the second respondent. The question of the fairness of the terms of the settlement being adjudicated or otherwise would therefore be dependent to the answer of the first question as to whether the second respondent had the authority to enter into settlement and as to whether the appellant can as a matter of consideration insist on the adjudication of the said settlement by the Industrial Tribunal casting an obligation on the Tribunal to decide the same.

21. On the broad principles of democracy and the democratic functioning of an organization, whether be it a republic or a labour union as in the present case, the basic principle governing such a functioning revolves around not only on the reasonableness, correctness or otherwise of a decision, but rests on a collective opinion formed by the majority to the effect as to what would be in the best interest of the organization.

22. Long ago, in the year 1919, V.I.Lenin in his write up "The State and Revolution" said that democracy is not identical with majority rule. Democracy is a state which recognizes the subjection of the minority to the majority, that is, an organization for the systematic use of force by one class against the other, by one part of the population against another.

23. Majoritarianism therefore is the essence of the principles of governance which raises a presumption that the collective opinion of the majority represents the correct cause. A collective opinion is formed on notions that are generally adoptive, the main thought being promulgated by a handful of the same majority.

24. A dissent by the minority only reflects that it does not blindly follow enslaving itself or mortgaging its ideas to what the majority says, but the fact remains that at times it does have a overweening influence in the decision making process. To be in the minority does not necessarily mean that one is wrong, because belonging to the weakest camp may also be an incident of belonging to the strongest school. The minority



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opinion cannot be accused of being hostile, inasmuch as every individual is endowed with a natural right by its creator to express its opinion and there is no law that can prevent an individual from exercising his capacity to reason and think. Every individual and even a minority group can speak and release its energy, but the question is which opinion is to rule.

25. One of the most famous contributors to the American Constitution, who later on also became the President of the United States, Thomas Jefferson said that the majority may be the most honest and safe, but not necessarily the most wise of the lot. A noted moralist Schiller, said that the opinion of the majority is not a final proof of what is right. Another great thinker, Cleveland, said that a ship of democracy that has weathered all storms and has successfully sailed throughout the world may sink by the mutiny of those on board. Edmund Burke, a famous British Philosopher, thinker, politician and statesman, during the trial of Warren Hastings in the House of Commons said that when bad men combine, good men associate.

26. In contrast to this, a majority reflects a wholesome discretion that is presumed to be informed. It is a mathematical proportion no doubt, but a resolve emanates through the majority. A broad basis - that is what the majority is - but the same is not the only basis. One has to put in a caveat that all majority decisions collectively endorsed can at a time prove to be a wrong decision. It has been well said that "the problem of democracy is that it seeks to clothe everybody with power in the hope of equal participation". It should be remembered as Andrew Jackson said that sometimes one man with courage is a majority. An American Romantic poet J.R.Lowell said "that cause is strong which has not a multitude, but one strong man behind it". Nonetheless, it is believed, and in this country, that democracy has liberated man politically and has given a strong foundation of governance. The same principles may apply in the functioning of a labour union. It floats like a raft and cannot be easily overturned and is the safest way to sail through.

27. With the aforesaid wide debate of majority and minority and the competing principles emerging therefrom, it would now be apt to refer to the legal principles involved in the present controversy. We have to take into account the following definitions of the ID Act in order to assess the rival contentions of the parties:

Section 2(k): 'industrial dispute' means any dispute or difference between employers and employers, or between employers and workmen, or



between workmen and workmen, which is connected with the employment or non-employment or the terms of employment or with the conditions of labour, of any person.

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Section 2(p): 'settlement' means a settlement arrived at in the course of conciliation proceeding and includes a written agreement between the employer and workmen arrived at otherwise than in the course of conciliation proceeding where such agreement has been signed by the parties thereto in such manner as may be prescribed and a copy thereof has been sent to an officer authorised in this behalf by the appropriate Government and the conciliation officer.

Section 2(qq): 'trade union' means a trade union registered under the Trade Unions Act, 1926 (16 of 1926).

Section 2(ra): 'unfair labour practice' means any of the practices specified in the Fifth Schedule.

Section 10. Reference of disputes to Boards, Courts or Tribunals.—

(1) Where the appropriate Government is of opinion that any industrial dispute exists or is apprehended, it may at any time, by order in writing,—

(a) refer the dispute to a Board for promoting a settlement thereof; or

(b) refer any matter appearing to be connected with or relevant to the dispute to a Court for inquiry; or

(c) refer the dispute or any matter appearing to be connected with, or relevant to, the dispute, if it relates to any matter specified in the Second Schedule, to a Labour Court for adjudication; or

(d) refer the dispute or any matter appearing to be connected with, or relevant to, the dispute, whether it relates to any matter specified in the Second Schedule or the Third Schedule, to a Tribunal for adjudication:

Provided that where the dispute relates to any matter specified in the Third Schedule and is not likely to affect more than one hundred workmen, the



appropriate Government may, if it so thinks fit, make the reference to a Labour Court under clause (c):

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(1A) Where the Central Government is of opinion that any industrial dispute exists or is apprehended and the dispute involves any question of national importance or is of such a nature that industrial establishments situated in more than one State are likely to be interested in, or affected by, such dispute and that the dispute should be adjudicated by a National Tribunal, then, the Central Government may, whether or not it is the appropriate Government in relation to that dispute, at any time, by order in writing, refer the dispute or any matter appearing to be connected with, or relevant to, the dispute, whether it relates to any matter specified in the Second Schedule or the Third Schedule, to a National Tribunal for adjudication.

(2) Where the parties to an industrial dispute apply in the prescribed manner, whether jointly or separately, for a reference of the dispute to a Board, Court, Labour Court, Tribunal or National Tribunal, the appropriate Government, if satisfied that the persons applying represent the majority of each party, shall make the reference accordingly.

(2A) An order referring an industrial dispute to a Labour Court, Tribunal or National Tribunal under this section shall specify the period within which such Labour Court, Tribunal or National Tribunal shall submit its award on such dispute to the appropriate Government:

Provided that where such industrial dispute is connected with an individual workman, no such period shall exceed three months:

Provided further that where the parties to an industrial dispute apply in the prescribed manner, whether jointly or separately, to the Labour Court, Tribunal or National Tribunal for extension of such period or for any other reason, and the presiding officer of such Labour Court, Tribunal or National Tribunal considers it necessary or expedient to



extend such period, he may for reasons to be recorded in writing, extend such period by such further period as he may think fit.

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Section 18. Persons on whom settlements and awards are binding.—

(1) A settlement arrived at by agreement between the employer and workman otherwise than in the course of conciliation proceeding shall be binding on the parties to the agreement.

(2) Subject to the provisions of sub-section (3), an arbitration award which has become enforceable shall be binding on the parties to the agreement who referred the dispute to arbitration.

(3) A settlement arrived at in the course of conciliation proceedings under this Act or an arbitration award in a case where a notification has been issued under sub-section (3A) of section 10A or an award of a Labour Court, Tribunal or National Tribunal which has become enforceable shall be binding on—

(a) all parties to the industrial dispute;

(b) all other parties summoned to appear in the proceedings as parties to the dispute, unless the Board, arbitrator, Labour Court, Tribunal or National Tribunal, as the case may be, records the opinion that they were so summoned without proper cause;

(c) where a party referred to in clause (a) or clause (b) is an employer, his heirs, successors or assigns in respect of the establishment to which the dispute relates;

(d) where a party referred to in clause (a) or clause (b) is composed of workmen, all persons who were employed in the establishment or part of the establishment, as the case may be, to which the dispute relates on the date of the dispute and all persons who subsequently become employed in that establishment or part.

Section 25T. Prohibition of unfair labour practice. —No employer or workman or a trade union, whether registered under the Trade Unions Act, 1926 (18 of 1926), or not, shall commit any unfair labour practice.



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Section 36. Representation of parties.— (1) A workman who is a party to a dispute shall be entitled to be represented in any proceeding under this Act by—

(a) any member of the executive or office bearer of a registered trade union of which he is a member;

(b) any member of the executive or other office bearer of a federation of trade unions to which the trade union referred to in clause (a) is affiliated;

(c) where the worker is not a member of any trade union, by any member of the executive or other office bearer of any trade union connected with, or by any other workman employed in the industry in which the worker is employed and authorised in such manner as may be prescribed.

(2) An employer who is a party to a dispute shall be entitled to be represented in any proceeding under this Act by—

(a) an officer of an association of employers of which he is a member;

(b) an officer of a federation of association of employers to which the association referred to in clause (a) is affiliated;

(c) where the employer is not a member of any association of employers, by an officer of any association of employers connected with, or by any other employer engaged in, the industry in which the employer is engaged and authorised in such manner as may be prescribed.

(3) No party to a dispute shall be entitled to be represented by a legal practitioner in any conciliation proceedings under this Act or in any proceedings before a Court.

(4) In any proceeding before a Labour Court, Tribunal or National Tribunal, a party to a dispute may be represented by a legal practitioner with the consent of the other parties to the proceedings and with the leave of the Labour Court, Tribunal or National Tribunal, as the case may be.



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FIFTH SCHEDULE - UNFAIR LABOUR PRACTICES

1. To interfere with, restrain from, or coerce, workmen in the exercise of their right to organise, form, join or assist a trade union or to engage in concerted activities for the purposes of collective bargaining or other mutual aid or protection, that is to say:-

- (a) threatening workmen with discharge or dismissal, if they join a trade union;
- (b) threatening a lock-out or closure, if a trade union is organised;
- (c) granting wage increase to workmen at crucial periods of trade union organisation, with a view to undermining the efforts of the trade union organisation.

2. To dominate, interfere with or contribute support, financial or otherwise, to any trade union, that is to say:-

- (a) an employer taking an active interest in organising a trade union of his workmen; and
- (b) an employer showing partiality or granting favour to one of several trade unions attempting to organise his workmen or to its members, where such a trade union is not a recognised trade union.

(emphasis supplied)

28. It is in the light of the above provisions the dispute and the submissions raised with regard to the validity of the order of the Tribunal dated 6.3.2019 and the correctness of the impugned judgment dated 25.10.2019 have to be adjudicated.

29. Before we proceed to deal with the submissions, another fact which deserves mention at the outset is that on 5.2.2019, the Industrial Tribunal, in the present dispute, passed an order rejecting an application for impleadment filed by the second respondent herein. This order came to be challenged by the second respondent in W.P.No.4505 of 2019, which was ultimately allowed by the learned Single Judge of this Court on 8.3.2019. A copy of the judgment has been placed before us.

30. The first respondent labour union challenged the same before the Division Bench in W.A.No.936 of 2019 contending that the second respondent labour union did not have any right to get impleaded in the pending industrial dispute. The appeal was



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23. If the above test formulated in Hochtief Gammon (supra) case is applied to the case on hand, it has to be necessarily held that the 1st respondent-Union should be made a party to the dispute. The learned Writ Court has recorded that the 1st respondent-Union enjoys the membership of 90 workmen of the 2nd respondent-Management.

24. We are not at this stage going into the aspect as to whether the appellant-Union is the majority union and whether the 1st respondent-Union is the minority union. All that is required to be seen is whether the 1st respondent-Union would be a necessary party for an effective adjudication of the industrial dispute. It is imperative that the 1st respondent Union should be made a party to the dispute, more particularly, in the light of the settlement dated 21.01.2019 entered into between the 1st respondent-Union and the 2nd respondent Management. It has to be borne in mind that when the dispute was raised by the appellant-Union in the year 2013, they were the only trade union representing all the workers of the 2nd respondent-Management. Therefore, if any award is passed by the Industrial Tribunal in the dispute raised by the appellant-Union and referred for adjudication, it would bind the members of the 1st respondent-Union. Therefore, the 1st respondent-Union has to be necessarily heard by the Industrial Tribunal.

25. In the case of TUCS Ltd. (supra), an industrial dispute between the appellant and its employees' union was conciliated before the Deputy Commissioner of Labour and a settlement was arrived at under Section 12(3) and quietus was given to the issue. With regard to the dispute relating to non-employment of the employees, it was agreed to be left for the informal arbitration by the Commissioner of Labour. The Commissioner of Labour upheld the non-employment of the workmen. The workmen questioned the decision of the Commissioner of Labour by a writ petition, which was allowed. The management of TUCS Limited filed writ appeal against the said decision contending that the parties by a settlement arrived at under Section 12 (3) of the Act, chose to settle the dispute relating to non-employment by an informal



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arbitration, agreed to be bound by the decision of the informal arbitration and the Commissioner of Labour functioned only as an informal arbitrator and hence, the proceedings of the Commissioner of Labour cannot fall within the purview of Section 10A of the Act and his decision is final and binding on the parties. The Hon'ble Division Bench held that though "settlement" within the meaning of Section 2(p) of the Act takes in a settlement arrived at in the course of conciliation proceedings, as the one entered into in the said case, yet the question to be posed is as to whether the dispute was settled or not by such arrangement.

26. It was further held that an arrangement or agreement to refer an industrial dispute to an arbitrator cannot amount to settlement under the Act, the reason being, the dispute subsists even after such an arrangement or agreement, and it is not put an end to and given a quietus by the arrangement or agreement. Further, it was held that if the terms of the settlement did not settle the dispute as such and there was only an agreement to refer the matter to arbitration, such an agreement must only be held to be an agreement to refer the dispute to arbitrator under section 10A of the Act and it cannot be taken that the dispute relating to non-employment was given a quietus by the settlement entered into under Section 12(3) of the Act. Thus, it was held that the individual workmen whose non-employment was upheld by the Commissioner of Labour were entitled to question the said order. Therefore, it will be too late in the day for the appellant to contend that the 1st respondent-Union claimed before the learned Writ Court that they have a membership of 90 workmen but they cannot be a proper and necessary party to the dispute raised by the appellant concerning the service conditions of all employees of the 2nd respondent-Management. In fact, the 1st respondent-Union had filed an affidavit through its Treasury, U.Venkatesan in I.A.No.6 of 2019 which was a reply affidavit to the counter affidavit filed by the appellant-Union wherein they have specifically stated that seeking to implead themselves in the dispute is not to defeat the rights of the members of the appellant-Union, to place the settlement dated 21.01.2019 before the Tribunal.



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27. Mr. Balan Haridas is right in his submission that if an award is passed and the same is sought to be implemented and if it is contrary to the settlement dated 21.01.2019 between the 1st respondent-Labour Union and the 2nd respondent-Management, it will result in a chaotic situation which is not conducive for industrial peace. Thus, the endeavour of the learned counsel is to state that a bad settlement is better than a good award.

28. We do not agree with the submission of Mr. V. Prakash, learned Senior Counsel that in the facts and circumstances of the case Section 18(3) (d) should be read harmoniously with Section 18(1) of the Act. The contention raised by the appellant that the award that may be passed by the Industrial Tribunal would not bind the members of the 1st respondent-Union is not tenable because, the members of the 1st respondent-Union were the members of the appellant-Union when the dispute was raised by them in the year 2013 and there cannot be dual service conditions among the workers of a same establishment and the question as to whether which union is the majority union and which is the minority union is not an issue in the present case and is of no relevance.

29. Furthermore, we hold that no prejudice will be caused to the appellant-Union, if the Industrial Tribunal passes a reasoned award after hearing both the appellant and the 1st respondent-Union and the 2nd respondent-Management.

30. The learned Single Bench was fully justified in its reasoning with regard to the contention of the appellant-Union that by impleading the 1st respondent-Union, the adjudication of the dispute would be delayed. If this plea is to be accepted, then the award passed without hearing the 1st respondent-Union would be made binding upon them in the light of the statutory provisions and therefore, the interpretation should lean in favour of culmination of a dispute before the Tribunal and not perpetuated dispute endlessly.

31. Thus, for all the above reasons, we are of the considered view that the learned Single Bench was



right in allowing the writ petition and directing the impleadment of the 1st respondent-Union as a party respondent to the industrial dispute raised by the appellant-Union.”

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31. It is, therefore, evident that the right of the second respondent to be represented in the industrial dispute raised was accepted, leaving it to the Tribunal to decide the same, as in the opinion of the Court, there has to be only one award so as to uniformly apply on all the workers of the company.

32. This is a second round of litigation, where the management insists upon a decision on the issue of the fairness of the settlement as a preliminary issue. Having heard the submissions raised, we do not find any justification for the same to be decided only as a preliminary issue, but the observation of the Tribunal that the settlement, as relied upon by the second respondent and the appellant management, has not been signed by the elected office bearers of the first respondent Union does not stand to reason. Similarly, the observation of the learned Single Judge that the rule of majority is the rule of authority, on the touchstone of the principles of democracy, does not appear to be an appropriate comment on the issues raised.

33. We, therefore, now proceed to consider the rival contentions raised in the above background.

34. It is undisputed that the first respondent Union was the only union that had raised the dispute which is engaging the attention of the Industrial Tribunal for almost a decade. The second respondent Union and its members who form the minority group of approximately 40% of the workers then formed a union and after getting it registered, they entered into a settlement with the appellant management which is also now engaging the attention of the Industrial Tribunal. The effort therefore of both the unions is to bargain the best settlement in the interest of its workers, but at the same time there appears to be a difference between the terms that have been set out between the appellant and the second respondent and the opinion of the first respondent Union.

35. Mr.A.L.Somayaji, learned Senior Counsel for the appellant company and Mr.Balan Haridas, learned counsel for the second respondent have both urged that the settlement which has been arrived at between them deserves to be considered on the touchstone of fairness, which is the obligation of the adjudicatory forum and which is not dependent upon being



presented by either the minority or the majority group. They contend that it is the fairness of the terms and conditions that is required to be resolved and which is the sole obligation of the adjudicatory forum, which is not bound to accept the opinion of the first respondent simply because it is a union of the majority of workers.

36. On the other hand, Mr.V.Prakash, learned Senior Counsel for the first respondent Union has urged that the registered union representing the majority of the workman is the sole agent having the bargaining power to negotiate with the management to the exclusion of the minority group. He submits that inviting any such settlement would amount to clearly negating the authority of a recognized union representing the majority, which is against the tenets of the industrial law and which has been clearly acknowledged in the judgment relied on by him, particularly paragraphs 23 to 27 of the Division Bench judgment in the case of MRF United Workers Union (supra). In order to understand this conflict, it would be apt to extract the reasoning given by the abovementioned Division Bench, which is gainfully reproduced herein under:

"23. The desirability to have a truly independent and representative union of workmen to represent their cause cannot be lost sight off. A Management may think that the leadership of a particular trade union is militant, yet even such a union when it obtains a recognised status, it has to act within the four corners of law and discipline. Where the number of workmen is very large, it is also in the interest of the Management to have a truly representative collective bargaining agent to represent the workmen so that the Management can discuss with it the problems governing the production and industrial peace, and the decisions arrived at will have to be accepted by all the workmen. This being so, the question as to who should be the representative of the workmen is an aspect which has to be decided by the workmen themselves. It cannot be left to the Management that it will recognize a particular Union which it considers to be representative of the workmen. The Trade Unions Act, 1926, which is an Act to provide for the registration of Trade Union, is there on the statute book for the last over 80 years. It is no longer permissible nor possible for any management to disregard a trade union registered under the Act, and having a large following. If it does so, it would be at its own peril.



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24. The fact that there should be a recognized union of the workmen can clearly be seen from various statutory provisions. Thus, as noted earlier, Article 19(1)(c) of the Constitution gives the right to the workmen to form association. The Industrial Disputes Act, 1947 has now introduced the concept of Unfair Labour Practice and Section 25-T of the Act prohibits Unfair Labour Practice on the part of the employers, workmen and also the trade union. Section 25-U of the Act provides that any person who commits any unfair labour practice shall be punishable with imprisonment for a term which may extend to six months or with fine which may extend to one thousand rupees or with both.

25. Unfair Labour Practice is defined in Section 2 (ra) of the Act to mean any of the practices specified in the fifth schedule. The first part of the fifth schedule enumerates unfair labour practice on the part of the employers and the trade union of the employers. The first four items of the first part of unfair labour practice provides as follows: -

1. To interfere with, restrain from, or coerce, workmen in the exercise of their right to organize, form, join or assist a trade union or to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection, that is to say-

- (a) threatening workmen with discharge or dismissal, if they join a trade union,
- (b) threatening a lock-out or closure, if a trade union is organized,
- (c) granting wage increase to workmen at crucial periods of trade union organization, with a view to undermining the efforts of the trade union organization.

2. To dominate, interfere with or contribute support, financial or otherwise, to any trade union, that is to say--

- (a) an employer taking an active interest in organizing a trade union of his workmen; and
- (b) an employer showing partiality or



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granting favour to one of several trade unions attempting to organize his workmen or to its members, where such a trade union is not a recognized trade union.

3. To establish employer sponsored trade unions of workmen.

4. To encourage, or discourage membership in any trade union by discriminating against any workman, that is to say

(a) discharging or punishing a workman, because he urged other workman to join or organize a trade union,

(b) discharging or dismissing a workman for taking part in any strike (not being a strike which is deemed to be an illegal strike under this Act),

(c) changing seniority rating of workmen because of trade union activities,

(d) refusing to promote workmen to higher posts on account of their trade union activities,

(e) giving unmerited promotions to certain workmen with a view to creating discord amongst other workmen, or to undermine the strength of their trade union,

(f) discharging office-bearers or active members of the trade union on account of their trade union activities.

Item-15 of this Schedule is also relevant in this behalf, which provides that the following practice is an unfair labour practice:-

'15. To refuse to bargain collectively, in good faith with the recognized trade union.'

26. From the above items, it is clear that a Management is not expected to interfere with the rights of the workmen to organize themselves into a trade union. The Management is also not supposed to dominate, interfere or to contribute support, financial or otherwise, to any trade union. The Management is not expected to establish employer sponsored trade unions of workmen, and it is also



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not supposed to encourage or discourage membership to any union by taking the various steps which are mentioned in item-1. Item 15, which is mentioned above, clearly speaks of a recognized trade union. It clearly lays down that to refuse to bargain collectively even in good faith with a recognized trade union is an unfair labour practice. It is clear that there is a concept of a recognized trade union under the Act. In the instant case, it is the stand of respondents 4 and 5 that it will decide as to who should be the representative of the trade union of the workmen and they will discuss the demands of the workmen only with them. Obviously this approach is contrary to the letter and spirit of the statute.

27. Now, if we look into the first four items of this schedule, it is very clear that the Management is not expected to interfere with the right of the workmen to organize themselves into a trade union in any of the manners mentioned therein or also to establish an employer sponsored trade union of workmen. If the Management takes a stand that it will decide as to which Union is the representative of the union of the workmen and recognize them, obviously it will mean to interfere with the right of the workman to organize themselves into a particular union for the purposes of collective bargaining. All these items clearly imply that under the Act what is contemplated is an independent and truly representative collective bargaining agent of the workmen, which is to be decided by the workmen and such agent has to be recognized as the representative of the union of the workmen and the Management cannot refuse to bargain collectively even in good faith with such trade union. Thus, the idea of a trade union decided by the workmen as their collective bargaining agent is clearly writ large on the fifth schedule. Any other interpretation of this item would be clearly to defeat the purpose in introducing this schedule, which has been introduced with effect from 21st August, 1984 by the Amendment Act 46/1982. Looked at from this point of view, it is the right of workmen to decide which Union should be their representative and once they take that decision by a procedure accepted by law, the Management cannot refuse to recognize it."



(emphasis supplied)

37. The said Division Bench relied on the other decisions referred to by Mr.V.Prakash that have been considered in paragraphs 34 to 36 of the said judgment, which are also reproduced herein under:

"34. In Balmer Lawrie Workers Union v. Balmer Lawrie & Co. Ltd., reported in 1984 (Supp) SCC 663, the Apex Court was concerned with the validity of the provisions of the above referred Maharashtra Act. In para-12 of the judgment, the Apex Court referred to the recommendation of National Commission of Labour, and then observed as follows:

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'A need was felt that where there are multiple unions seeking to represent workmen in an undertaking or in an industry, a concept of recognised union must be developed. Standing Labour Committee of the Union of India at its Twenty-ninth Session held in July 1970 addressed itself to the question of recognition of trade union by the employer. In fact even amongst trade union leaders there was near unanimity that the concept of recognised union as the sole bargaining agent must be developed in the larger interest of industrial peace and harmony. National Commission on Labour chaired by late Shri P.B. Gajendragadkar, former Chief Justice of India, after unanimously and whole heartedly expressing itself in favour of the concept of recognised union and it being clothed with powers of sole bargaining agent with exclusive right to represent workmen, addressed itself only to the question of the method of ascertaining which amongst various rival unions must be accorded the status of a recognised union. Planting itself firmly in favour of democratic principle, it was agreed that the union which represents the largest number of workmen working in the undertaking must acquire the status as that would be in tune with the concept of industrial democracy. The fissures arose as to the method of finding out the membership. The Commission had before it two alternative suggestions for ascertaining the membership,



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(i) verification of membership by registers and (ii) by secret ballot. As there was a sharp cleavage of opinion, the Commission left the question of adopting one or the other method in a given case to the proposed Industrial Relations Commission which was recommended to be set up if the recommendations of the Commission were to be accepted. What is of importance to us is that everyone was agreed that where there are multiple unions in an industrial undertaking or an industry, the union having the largest membership of the workmen must be clothed with the status of recognised union and consequently as the sole bargaining agent. The underlying assumption was that the recognised union represents all the workmen in the industrial undertaking or in the industry.'

35. In Food Corporation of India Staff Union v. Food Corporation of India and others reported in 1995 (II) LLJ 272 also the Apex Court observed that when in an establishment, be it an industry or an undertaking, there are more than one registered trade unions, the question as to with whom the employer should negotiate or enter into bargaining assumes importance, because if the trade union claiming this right be one which has its members in minority of the workmen/employees, the settlement, even if any arrived between the employers and such a union, may not be acceptable to the majority and may not result in industrial peace. In such a situation with whom the employers should bargain or to put in differently, who should be the sole bargaining agent, has been a matter of discussion and some dispute. In the aforesaid judgment, the Apex Court has observed that the check-off system has lost its appeals and the method of secret ballot was being gradually accepted. That was however a case where the method was agreed by consent.

36. Quite contra is the view of the Apex Court in Automobile Products of India Employees Union v. Association of Engineering Workers, Bombay and others reported in (1990) 2 SCC 444. In the aforesaid case, the matter arose from the



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provisions of the M.R.T.U and P.U.L.P Act. The recognition of unions under the M.R.T.U and P.U.L.P Act is covered by Sections 10 to 18 of the Act. It is relevant to note that the provisions of M.R.T.U and P.U.L.P Act has granted statutory recognition to the method of verification of membership to determine the majority character of the union. The procedure laid down for verification is based on the membership, six months previous to the date of application. The respondent-union there was the recognized union. The appellant-union claiming majority of membership applied for cancellation of recognition of the first respondent-union. The application by appellant-union was allowed, which was however set aside by the High Court. On appeal, the Supreme Court noted that though there was a strong demand from some sections for recognizing the bargaining agent of the workmen by a secret ballot or otherwise, the National Labour Commission did not countenance it for certain obvious reasons. It was felt that the elective element would introduce unhealthy trends which would be injurious to the trade union movement, for industrial peace and stability and endanger the interests of the workers, the employers and the society as a whole. The Supreme Court, after examining the various provisions, held that what the Industrial Court did by permitting recognition of the union by secret ballot, was by a method clearly derogatory to the Act. The Supreme Court further observed as under:-

'However, overwhelming, therefore, the vote may be in its favour in a ballot, it will not entitle a union to recognition under the Act. The recognition by ballot or by any method other than that laid down in the Act is, therefore, alien to the Act.'

38. A perusal of the judgment in the case of MRF United Workers Union (supra) would indicate that in that case the management had attempted to argue that it was not bound to accept the terms and conditions of the union which represented the majority of the workmen. The Division Bench rejected the said contention of the management and went on to hold after noticing the Supreme Court judgments that it is not for the employer to exercise any elective right to that effect, as it would introduce an unhealthy trend that would be injurious to the trade union movement and disturb industrial peace and stability, endangering the interest of the workers, the



employers and the society as a whole.

39. On the other hand, we find that even a minority group of workmen can espouse the cause of the workmen, as was observed in the case of Workmen of Rohtak General Transport Company Private Limited (supra). The raising of an industrial dispute by the minority group of workmen has also been acknowledged in the matter of termination of an award in the case of Associated Cement Companies Ltd. (supra). It is also to be noted that a similar argument was raised in the case of Shanmugam, General Secretary, Labour Progressive Federation v. The Government of Tamil Nadu, reported in 2011 Supreme (Mad) 3982 and was not accepted, but it is urged by learned Senior Counsel for the first respondent that the issue has been dealt with in greater detail in the case of MRF United Workers Union (supra).

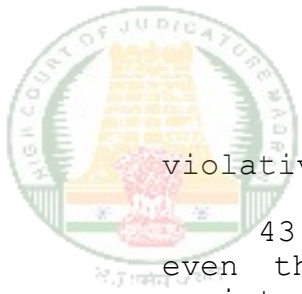
40. Upon a conspectus of the aforesaid judgments, it appears that in the absence of any interest to the contrary, the cause of the workmen represented by the union having the majority number of workers cannot be ignored. But, at the same time, it would be violating the audi alteram partem rule enshrined in Article 14 of the Constitution of India, if a splinter or a minority group is denied access to the adjudicatory process seeking a review about the fairness of the terms and conditions of a settlement, particularly in a case where the settlement has been entered into by a registered union even though representing a minority group.

41. The question of a sole bargaining power in the hands of a recognized union of the majority workers may be a factor to be considered and not liable to be ignored in negotiations between the employer and the workmen thereby ultimately rendering a settlement with the minority group unacceptable, but can the sole bargaining power be taken as an absolute bar on the Tribunal or the adjudicatory forum from even granting a hearing to the minority group for considering the fairness of an offer by way of a settlement? To our mind as observed above, an exclusive right to the majority group to represent a cause that results in a complete denial to the minority group to have its say before an independent Tribunal would be limiting the powers of the adjudicatory forum from discharging its duty in arriving at a just and fair assessment of the terms set forth by a registered union representing a minority group. A settlement between the employer and the minority union may not necessarily be per se either correct, binding or otherwise just and fair. It is always subject to an impartial assessment by the Tribunal. The authority of the Tribunal would get diluted and denuded of its very purpose and existence to decide what is fair for the



workmen by shutting out all other options as against the opinion of the union representing majority of the workmen. The opportunity of conciliation does not evaporate irrespective of the stage of the dispute. To say that the presumption of the opinion of the majority being the only correct opinion, would exclude all rebuttals even if they are in the larger and better interest of the workmen. Then, it is not only the interest of the workmen but also the survival of the industry as a whole in a work-friendly atmosphere that has to be seen in order to balance the unrest of the workers and financial health of the industry. To balance the augmentation of wages as against depletion of capital investment for a healthy continuance and future growth is the larger ideal for ensuring fairness. This, therefore requires participation, dialogue and exchange of ideas so as to bargain the best gain in the interest of all, and not just the majority.

42. The contention of learned Senior Counsel for the first respondent Union that the second respondent Union representing the minority came to be registered long after the lis arose and had no right to contest the matter does not appear to be in consonance with the philosophy of settlement of industrial disputes, more particularly on the facts of the present case where the dispute remains unresolved for almost a decade. After all the minority group is also a sizeable part of the same union that raised the dispute. It may have split it's association, but retains it's identity of representing the workmen in a dispute before the Tribunal that is not solely dependent on the limited definition of a recognized Union. A Union represented by the majority can claim the status of a recognized Union possessed of the sole bargaining power to negotiate with the employer but the same does not generate an automatic estoppel precluding a hearing or consideration of the stand of a minority group before an adjudicatory forum. The forum of adjudication or judicial review cannot be clothed with absolute immunity as that would negate the very soul of a constitutional and legal guarantee to any aggrieved person including a Union of minority workers to seek justice. The placing of a complete ban on accessibility to the doors of justice to an aggrieved person either before a quasi-judicial or judicially ordained forum would be violative of the fundamental rights guaranteed under Part III of the Constitution and such a prohibition would amount to an unreasonable restriction. The ID Act does not contemplate a monopoly in favour of a majority union so as to create a legal bar for a minority union from even placing it's point of view. The workmen whether they belong to majority or minority union, they remain workers and belong to the same class. To allow access to justice to one and deny to the other would be



violative of Article 14 of the Constitution of India.

43. We may also put on record that the second respondent, even though may have been registered later on, is still a registered union and admittedly representing 40% of the workmen. If 40% of the workmen have resolved to enter into a settlement, then it is not open to the Industrial Tribunal to deny consideration of any such claim merely because such a settlement has not been signed by the office bearers of the majority union. This logic of the Tribunal while making the impugned observation therefore violates Article 14 of the Constitution of India and also negates the right of the workmen who have entered into a settlement to have their grievances redressed and considered on the test of fairness. Accordingly, this would also be in violation of the procedure whereby a settlement has to be either accepted or rejected by the Industrial Tribunal, which is the only statutorily ordained adjudicatory forum.

44. The argument of learned Senior Counsel for the first respondent Union that this amounts to an unfair labour practice on the part of the appellant management in terms of the provisions quoted herein above, as being a concerted action of the management to divide the workers in order to gain a profit, does not appear to be a valid argument, inasmuch as the management also cannot be allowed to suffer at the hands of the labour union by not allowing a settlement to be arrived at for a fairly long time. This would be counter productive to the philosophy and law of industrial peace.

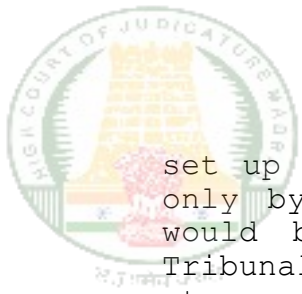
45. There is also no material nor any reason at this stage to test this apprehension that can be raised before the appropriate forum. There is nothing on record at present so as to establish that the management made any deliberate or concerted effort to disrupt the labour union bereft of any consideration for the workmen. This issue, at this stage, has neither been considered by the Tribunal nor any finding to that effect has been recorded. It would therefore be premature on the part of the first respondent to contend that the management has indulged in any unfair labour practice. The Tribunal has simply rejected the application on the ground that the office bearers of the majority union are not signatories to the settlement entered into between the appellant and the second respondent. This, in our opinion, cannot allow the Industrial Tribunal not to judge the fairness of the terms of settlement. To the contrary, in our opinion, the Tribunal is under a legal obligation to consider all aspects of fairness, including the settlement that has been placed before it, entered into between the appellant and the second respondent. The Tribunal cannot



hold that it will not even look into the settlement as it has not been signed by the office bearers of the majority union. This approach is patently incorrect for all the reasons given herein above. To conclude that a resolve of the majority gets automatically sanctified to the exclusion of any other option would amount to pontificating the opinion of the majority to a level where instead of only overriding the minority opinion, trenches upon the very authority of the Tribunal to give a fair trial to the issue. The status and the jurisdiction of an adjudicatory Tribunal under the scheme of the ID Act allows a judicious discretion to be exercised by a Tribunal while commenting about the fairness or otherwise of a settlement and therefore this mechanism with powers to the Industrial Tribunal to judge the fairness cannot be said to be subject to some sort of automated mechanism to compulsorily accept the dictates of a majority opinion. The discretion however would be within the legal parameters of the law of industrial peace as contained in the Code and guided by judicial precedents.

46. The views of the majority has to be respected but not necessarily accepted which is always subject to fair and just assessment. This conforms to the rule of law as in the words of Late Justice Krishna Iyer "The rule of law in our adversarial system services society not by erudite intricacies and adventurist scholarship but plain common sense and simple veracity." The majority also has the responsibility to carry along, and not entirely discard the minority. A dissent, that may be in the ultimate analysis a fair and just proposition, should not be doused as if they are flames of mere dislike or if they simply hurt a false ego. Rationality and good reason should weigh more than just opinions to favour a good cause. It is here that the scales of justice, and not just the game of numbers, becomes more relevant to iron out the less beneficial and to save the more profitable to restore industrial peace and harmony. In the result, and in our humble opinion, the acceptability of a proposition including a settlement is dependent on it's empirical and comparative judicious calibration and calculation by adopting an approach that subserves the paramount interest of industrial quietude and resolution of any persisting or continued turbulence. It is this achievement of a broadly acceptable satisfaction that is to be ensured through a statutorily ordained process that cannot be avoided on the basis of an opinion being expressed by either of the groups.

47. The Division Bench judgment in the case of MRF United Workers Union (supra) has not ruled that the Industrial Tribunal is precluded from testing the fairness of a settlement even if



set up through a minority group and that a settlement presented only by the majority group would be binding. The settlement would be binding only if its fairness is certified by the Tribunal and to that extent only. In the present case, this stage of testing the fairness is yet to arrive, as the adjudication is still to take place. To contend that it is only the majority opinion which is bound to prevail is not binding on the Tribunal bereft of the fairness of the proposal of settlement. To say this in absolute terms would be raising a China Wall not allowing even a plausibly acceptable cause to be considered at the instance of an aggrieved person, as if a devotee of law has to necessarily enter a temple of justice through only the High Priest of a majority Union and none other.

48. We are, therefore, of the opinion that the Tribunal was not justified in making observations so as to completely exclude the consideration of the fairness of the terms of the settlement arrived at between the appellant and the second respondent merely on the ground that it had not been signed by the office bearers of the majority union.

49. The argument on behalf of the first respondent that the majority union is the sole bargaining agent to the exclusion of all other workmen who form the minority group, may be binding between the workmen themselves, but the same cannot preclude the adjudicatory forum of the Tribunal to consider the fairness or otherwise of a settlement in a wage revision matter, as that would amount to taking away the authority of the Tribunal to settle an industrial dispute. The adjudicatory forum has been provided for the benefit of the workmen and for a healthy existence of an industrial atmosphere, where the industry survives and the workmen thrive.

50. We, therefore, partly allow this appeal setting aside the observations made by the Industrial Tribunal in the order dated 6.3.2019 to the effect that the settlement dated 21.1.2019 cannot be looked into as it has not been signed by the office bearers of the majority union. We also do not approve of the reasoning of the learned Single Judge that an adjudicatory forum is bound by the terms set out only by a majority of the workmen. This, in our opinion, cannot be done without testing the fairness of the terms of the settlement, which is the primary duty of the Tribunal. The Tribunal can however in its discretion decline to decide the issue as a preliminary issue and can adjudicate all issues finally. The Tribunal may proceed to dispose of the matter finally in the light of the observations made herein above, preferably within one month from today.



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51. The appeal is, accordingly, partly allowed to the above said extent. No costs. Consequently, C.M.P.No.24377 of 2019 is closed.

Sd/-

Assistant Registrar (CS-VI)

//True Copy//

Sub Assistant Registrar

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CC:

+1cc to M/s.T.S.Gopalan & co, Advocate SR.105570

+1cc to Mr.Balan Haridas, Advocate SR.106166

+1cc to Ms.Karthikeyani, Advocate SR.105589

W.A.No.3881 of 2019

PPA (CO)

CB (21/01/2020)