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IN THE HIGH COURT OF JUDICATURE AT MADRAS

RESERVED ON : 15 / 02 / 2021

DELIVERED ON : 30/ 04 / 2021

CORAM:

THE HON'BLE MR.JUSTICE M.GOVINDARAJ

W.P.Nos.21945 of 2018 and 10439 of 2020

&

W.M.P.Nos.32196 of 2018 and 1427 of 2021

W.P.No.21945 of 2018:

The Management of
OBO Bettermann India Private Limited
Rep by its Managing Director,
Mr.K.Arul Prakash
Plot No.A-51, SIPCOT Industrial Growth Centre
Oragadam Village
Sriperumpudur Taluk
Kancheepuram District-602 105 ... Petitioner

Vs.

1. The Deputy Commissioner of Labour (Minimum Wages)
Appellate Authority under
TN Shops & Establishments Act, 1947
Labour Commissionerate
DMS Complex, Teynampet
Chennai-600 006

2. Mr.P.Prashanth ... Respondents

W.P.No.10439 of 2020

P.Prashanth
S/o V.P.Nair ... Petitioner

Vs.

1. The Deputy Commissioner of Labour (Minimum Wages)
Appellate Authority under
TN Shops & Establishments Act, 1947
Labour Commissionerate
DMS Complex, Teynampet
Chennai-600 006



2. The Management of
OBO Bettermann India Private Limited
Registered office at Plot No.A-51
SIPCOT Industrial Growth Centre
Oragadam Village
Sriperumpudur Taluk
Kancheepuram District-602 105

... Respondents

PRAYER in W.P.No.21945 of 2018: Writ Petition filed under Article 226 of the Constitution of India praying for issuance of Writ of Certiorari calling for the records pertaining to the order of the 1st respondent passed in TNSE/II/5/2017 dated 14.06.2018 and quash the same.

PRAYER in W.P.No.10439 of 2020: Writ Petition filed under Article 226 of the Constitution of India praying for issuance of Writ of Certiorarified mandamus calling for the records of the 1st respondent in connection with the order passed in TNSE/II/5/2017 dated 14.06.2018 in so far as denial of backwages to the petitioner and direct the 2nd respondent management to pay backwages to the petitioner for the period of his non employment.

For Petitioner/Management	: Mr.V.Karthic, Senior Counsel for Mr.R.Palaniandavan
For 2 nd Respondent/Employee	: Mr.V.Prakash, Senior Counsel for Mr.T.Ram Kumar
For Petitioner	: Mr.V.Prakash, Senior Counsel for Mr.T.Ram Kumar
For 2 nd Respondent	: Mr.V.Karthic, Senior Counsel for Mr.R.Palaniandavan

C O M M O N O R D E R

W.P.No.21945 of 2018 is directed against the order of the Deputy Commissioner of Labour (Minimum Wages) under Tamil Nadu Shops and Establishments Act, 1947 dated 14.06.2018 by the Management.



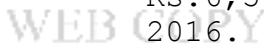
W.P.No.10439 of 2020 is directed against the very same order dated 14.06.2018 by the employee in so far as it does not grant backwages.

2. For the sake of convenience, the parties are arrayed as per their rank in W.P.No.21945 of 2018.

3. Admitted facts are as under:

The petitioner is a company involved in the business of manufacturing lightning protection and cable management products and part of the OBO group of companies, Germany. The 2nd respondent viz., P.Prashanth was initially appointed as Manager-Accounts vide appointment order dated 29.08.2008. Due to various health and family reasons, he requested for a work-from-home for a year, which was agreed for one year and thereafter to work as a full time employee. However, the 2nd respondent refused to work as a full time employee in the year 2014. In order to accommodate him he was taken out of permanent rolls of the company and was engaged as an consultant in the petitioner company for 5 days in a month on payment of retainer. He signed the service agreements dated 01.01.2014, 01.01.2015 and 01.01.2016 in which the duties and responsibilities of the 2nd respondent and the petitioner were specified. On 02.05.2016, the petitioner company terminated the service agreement dated 01.01.2016 and 3 months consultancy fee of Rs.1,56,999/- in lieu of the notice period and all reimbursements were credited into the 2nd respondent's account. The 2nd respondent preferred an appeal before the Deputy Commissioner of Labour u/s. 41(2) of the Tamil Nadu Shops and Establishments Act, 1947 (herein after referred to as the 'Act'). In proceedings TNSE II/5/2017, the Appellate Authority has set aside the termination and directed the petitioner to reinstate the 2nd respondent into service without backwages with continuity of service and all attendant benefits.

4. Learned Senior counsel Mr.V.Karthic appearing for the petitioner/company would contend that the 2nd respondent was employed by the petitioner with effect from 29.08.2008 and pay revision was also given and he was permitted to work-from-home in the year 2013. The details of pay would show that he was paid under various heads and the monthly gross salary of Rs.1,03,190/- and an annual salary of Rs.12,50,002/-. Thereafter on mutual agreement the petitioner and 2nd respondent entered into an contract for service by virtue of service agreement dated 01.01.2014. Learned Senior counsel would draw the attention of this Court to the subject matter of the contract, wherein it is specified that the 2nd respondent is responsible for services in recruitments, pay roll process, PF and ESI matters including in the area of human resources management. A



5. The retainer fee was raised from Rs.5,50,000/- to Rs.6,50,000/- in the year 2015 and Rs.7,50,000/- in the year 2016. All these contracts were signed by the 2nd respondent voluntarily and he was settled with the contracted amount for his services. He was paid notice pay for a period of 3 months amounting to Rs.1,56,999/- on termination of his services.

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treated the 2nd respondent as an employee of the petitioner company and held the termination bad for violation of principles of natural justice, forgetting the fact that the contract for service was renewed year on year. He would contend that when there is wrongful termination of contract for service, the 2nd respondent at the most is entitled to 3 months notice of pay or damages towards unexpired period. The 'contract for service' cannot be treated as 'contract of service'. The order reinstating in service is legally unsustainable. The 2nd respondent will not fall under the definition of person employed and the said Act will not apply to him at all. Therefore, there cannot be any question of punitive termination and hence pray for setting aside the order passed by the Appellate Authority.

7. To buttress his arguments he would rely on the judgment of this Court in 1956 1 MLJ 556 = AIR 1956 MAD 505, Percy Edward Warne vs The Ouchterlony Valley Estate, wherein it is held as under:

" 17. We have no doubt whatever that, under the law as it stands what the plaintiff would be entitled, in the case of such a wrongful dismissal as this, under a contract of employment, which provides for terminating the employment by three months' notice on either side, at the perfect discretion of either party, would be only the pay and allowances due for the period of notice, and nothing more."

8. Per contra, the learned Senior Counsel Mr. V.Prakash appearing for the 2nd respondent would draw the attention of this Court to memorandum of appeal wherein the 2nd respondent has categorically stated that he was given the duties and responsibilities of getting customer and dealership agreement and commission settlements, payment follow up from customers and dealers, follow up of " C-Forms" from customers and dealers and other accounts related works assigned to him as the Manager-Accounts. In the year 2014, the petitioner commenced the production activities in the newly formed factory. Since his work is fully involved in clerical department, he will not fall under the definition of employee under the purview of Factories Act on the other hand he shall be construed as a clerical staff working in a factory as such he is a 'person employed' u/s. 2 (12)(ii) of the Act. He would further contend that the 2nd respondent was threatened to give a resignation letter, as if he is resigning his services and further he was forced to enter into so called service agreements. From 01.01.2014, he continued to perform the same kind of duties in the area of Human Resources management and so called service agreements were renewed year after year and subsequently his services were

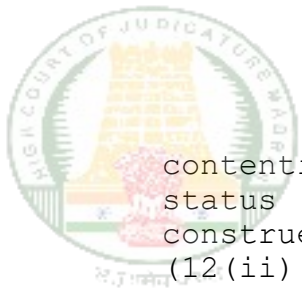


terminated in violation of principles of natural justice. No notice prior to termination was issued and non payment of salary for 3 months between June and August 2016 is in violation of the service conditions. The duties and responsibilities clearly shows that he was doing the job of a regular employee in the clerical department and therefore, he should be considered as an employee of the company.

9. He would rely on Sec.2(12)(iii), Sec.2(12)(ii) and Sec. 5 for application of the Act. He would also contend that as per Sec.4(1)(a) the 2nd respondent is covered under the Act in view of G.O.Ms.No.4074 dated 05.10.1966, which applies to all. Therefore, the 2nd respondent will fall under the definition person employed and in the guise of service agreement, the nature of duties and responsibilities of an employee cannot be taken away. He would rely on the judgment of the Ananda Bazar Patrika Pvt Ltd Vs Its Workmen, 1964 AIR 339 to the proposition that designation or status is irrelevant it is only the duties and responsibilities defines the status and not the designation. Therefore, the 2nd respondent being an employee, for the alleged misconduct an enquiry should have been conducted by giving notice. The termination order should also set out the reasonable cause for the same. In the absence of compliance of the mandates of Sec.41 of the Act, the termination order has been rightly set aside by the Appellate Authority. Since the order passed by the Appellate Authority is within jurisdiction, it cannot be interfered by the High Court in a Writ of Certiorari as if it is an appeal. This court in judgment reported in 2010 II LLJ 175, The Management of Bata India Limited and Ors. Vs. The Presiding Officer Industrial Tribunal and Ors. clearly explain the scope of Art. 226 against the award of Labour Court. Therefore, this Court cannot interfere with the award. He would also rely on 2008 4 SCC 451, B.K.Muniraju Vs. State of Karnataka and Ors, for the same ratio. He would also rely on 1974 3 SCC 498, Silver Jubilee Tailoring House and Ors vs. Chief Inspector of Shops and Establishments and another, on the issue of contract for service.

10. I have considered the rival submissions.

11. The issue to be decided is as to whether the Appellate Authority is right in construing the 2nd respondent as an employee and as to whether the relationship between the parties is 'contract of service' or 'contract for service.' Admittedly, the 2nd respondent was employed as Manager-Accounts and was paid salary upto the year 2013. Pay slip marked as Ex.A3. His services involve travelling and interviewing candidates and engage them in service. He is also responsible for assessment of their performance. The duties and responsibilities of the second respondent undoubtedly is of managerial nature and hence the



contention that the duties and responsibilities are not the status as manager shall be counted cannot be countenanced to construe the second respondent as person employed as per Sec.2 (12(ii) of the 'Act'.

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12. The pay slip of the second respondent of the year 2013 is as under:

	Monthly	Annual
SALARY HEADS		
Basic Pay	30000	360000
House Rent Allowance	15000	180000
Conveyance Allowance	800	9600
Education Allowance	1000	12000
Fitment Allowance	41856	502272
ALLOWANCES		
Medical Allowance	1250	15000
Lunch Allowance	1500	18000
LTA	1250	15000
Gift Voucher	417	5000
BENEFITS		
Festival Allowance	6517	89930
Employers Provident Fund	3600	43200
GROSS SALARY	103190	1250002

As a regular employee the second respondent is entitled to allowance like House Rent Allowance, Education allowance, Fitment allowance, Medical allowance, lunch allowance, Leave Travelling allowance every month on fixed basis. He has to attend the office on every working day and can avail leave on permission from the employee. He is covered under EPF scheme where the employer shall remit the statutory employees share. He shall perform the all round works of a manager (Accounts) and other works as directed.

13. But as per the Service Agreements the duties and responsibilities of the parties are defined as under:



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Duties and Responsibilities of Mr.P.Prasanth

1.Mr.Prasanth is responsible for conducting interviews and selection for all the levels as per requirement of company management

2. Mr.Prasanth is responsible for campus placements across India, according to the man power planning requirement arises in the company in the future and short list candidates and issue offer letters.

3. He will be responsible for employee management process from the offer letters and till the final settlements

4. Pay roll management and providing the accounting entries to the financial dept., payment data to bank.

5. Responsible for PF Returns, ESI returns and any Employee related statutory matters also to attend any hearings of ESI & PF

6. Co-ordinating with auditor for TDS calculation on employee salary and providing individual tds data for filing the TDS returns.

7. Mr.Prasanth will be responsible for annual appraisals of employees.

8. To attend notices, hearing and renewal of Special Valuation Branch of Customs Dept.

9. Providing any configuration or technical support on Tally software.

Duties and Responsibilities of OBO Bettermann India Pvt Ltd

1. To provide laptop, data card and mobile connection and mail id (Maximum reimbursement of Rs 3000 per month) for the communication of Payroll related matters and interviews.

2. To reimburse actual accommodation, food and travel expense bills for visits for campus placements and interviews other than Chennai City.

3. To make the payment of retainer fee as mentioned the subject matter, to be released as 1/12th every month before 5th.



14. In Dharangadhra Chemical Works Ltd vs. State of Saurashtra and others reported in AIR 1957 SC 264, the Hon'ble Supreme Court has held thus:

".....

8. Workman " has been thus defined in s. 2 (s) of the Act:-

"(s) -'Workman' means any person employed (including an apprentice) in any industry to do any skilled or unskilled manual or clerical work for hire or reward and includes, for the purposes of any proceedings under this Act in relation to an industrial dispute, a workman discharged during that dispute, but does not include any person employed in the naval, military or air service of the (Government). "

The essential condition of a person being a workman within the terms of this definition is that he should be employed to do the work in that industry, that there should be, in other words, an employment of his by the employer and that there should be the relationship between the employer and him as between employer and employee or master and servant. Unless a person is thus employed there can be no question of his being a workman within the definition of the term as contained in the Act.

9. The principles according to which the relationship as between employer and employee or master and servant has got to be determined are well settled. The test which is uniformly applied in order to determine the relationship is the existence of a right of control in respect of the manner in which the work is to be done. A distinction is also drawn between a contract for services and a contract of service and that distinction is put in this way: " In the one case the master can order or require what is to be done while in the other case he can not only order or require what is to be done but how itself it ,;hall be done." (Per Hilbery, J. in Collins v. Hertfordshire County Council)

10. The test is, however, not accepted as universally correct. The following observations of Denning L.J., at pp. 110, III in Stevenson, Jordan and Harrison Ltd. v. Macdonald and Evans (2) are apposite in this context:



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"But in Cassidy v. Ministry of Health (3) Lord Justice Somervell, pointed out that test is not universally correct. There are many contracts of service where the master cannot control the manner in which the work is to be done as in the case of a captain of a ship. Lord Justice Somervell, went on to say: One perhaps cannot get much beyond this: 'Was the contract a contract of service within the meaning which an ordinary man would give under the words'? I respectfully agree. As my Lord has said, it is almost impossible to give a precise definition of the distinction. It is often easy to recognize a contract of service when you see it, but difficult to say wherein the difference lies. A ship's master, a chauffeur, and a reporter on the staff of a newspaper are all employed under a contract of service; but a ship's pilot, a taxi man, and a newspaper contributor are employed under a contract for services. One feature which seems to run through the instances is that, under a contract of service, a man is employed as part of the business, and his work is done as an integral part of the business; whereas., under a contract for services, his work, although done for the business, is not integrated into it but is only accessory to it."

11. We may also refer to a pronouncement of the House of Lords in Short v. J. & W. Henderson, Ltd. 1946-62 TLR 427 at p 429(D) where Lord Thankerton recapitulated the four indicia of a contract of service which had been referred to in the judgment under appeal, viz., (a) the master's power of selection of his servant, (b) the payment of wages or other remuneration, © the master's right to control the method of doing the work and (d) the master's right of suspension or dismissal

.....

14. The principle which emerges from these authorities is that the prima facie test for the determination of the relationship between master and servant is the existence of the right in the master to supervise and control the work done by the



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servant not only in the matter of directing what work the servant is to do but also the manner in which he shall do his work, or to borrow the words of Lord Uthwatt at page 23 in *Mersey Docks and Harbour Board v. Coggins & Griffith (Liverpool) Ltd.*" The proper test is whether or not the hirer had authority to control the manner of execution of the act in question.

16. The correct method of approach, therefore, would be to consider whether having regard to the nature of the work there was due control and supervision by the employer or to use the words of Fletcher Moulton, L.J., at page 549 in *Simmons v. Health Laundry Company* :-

" In my opinion it is impossible to lay down any rule of law distinguishing the one from the other. It is a question of fact to be decided by all the circumstances of the case. The greater the amount of direct control exercised over the person rendering the services by the person contracting for them the stronger the grounds for holding it to be a contract of service, and similarly the greater the degree of independence of such control the greater the probability that the services rendered are of the nature of professional services and that the contract is not one of service."

15. In the judgment of *Silver Jubilee Tailoring House and Others vs. Chief Inspector of Shops and Establishments and other*, reported in 1974 3 SCC 498, the Hon'ble Supreme Court has held thus:

"

29. During the last two decades the emphasis in the field has shifted and no longer rests so strongly upon the question of control. Control is obviously an important factor and in many cases it may still be the decisive factor. But it is wrong to say that in every case it is decisive. It is now no more than a factor, although an important one."

16. In *Sushilaben Indravadan Gandhi and another vs. New India Assurance Company limited and Ors*, reported in 2020 SCC Online SC 367, the Hon'ble Supreme Court has held thus:

"....



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30. Given the fact that this balancing process may often not yield a clear result in hybrid situations, the context in which a finding is to be made assumes great importance. Thus, if the context is one of a beneficial legislation being applied to weaker sections of society, the balance tilts in favour of declaring the contract to be one of service, as was done in Dharangadhara (supra), Birdhichand (supra), D.C.Dewan (supra), Silver Jubilee (supra), Hussainbhai (supra), Shining Tailors (supra), P.M. Patel (supra), and Indian Banks (supra). On the other hand, where the context is that of legislation other than beneficial legislation or only in the realm of contract, and the context of that legislation or contract would point in the direction of the relationship being a contract for service then, other things being equal, the context may then tilt the balance in favour of the contract being construed to be one which is for service.

.....

33. If the aforesaid factors are weighed in the scales, it is clear that the factors which make the contract one for service outweigh the factors which would point in the opposite direction. First and foremost, the intention of the parties is to be gathered from the terms of the contract. The terms of the contract make it clear that the contract is one for service, and that with effect from the date on which the contract begins, Dr. Gandhi shall no longer remain as a regular employee of the Institute, making it clear that his services are now no longer as a regular employee but as an independent professional. Secondly, the remuneration is described as honorarium, and consistent with the position that Dr. Gandhi is an independent professional working in the Institute in his own right. The fact that Dr. Gandhi will devote full-time attention to the Institute is the obverse side of piece-rated work which, as has been held in some of the judgments hereinabove, can yet amount to contracts of service, being a neutral factor. Likewise, the fact that Dr. Gandhi must devote his



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entire attention to the Institute would not necessarily lead to the conclusion that dehors all other factors the contract is one of service. Equally important is the fact that it is necessary to state Dr. Gandhi will be governed by the Conduct Rules and by the Leave Rules of the Institute, but by no other Rules. And even though the Leave Rules apply to Dr. Gandhi, since he is not a regular employee, he is not entitled to any financial benefit as might be applicable to other regular employees. Equally, arbitration of disputes between Dr. Gandhi and the Institute being referred to the Managing Committee of the Institute would show that they have entered into the contract not as master and servant but as employer and independent professional. A conspectus of all the above would certainly lead to the conclusion, applying the economic reality test, that the contract entered into between the parties is one between an Institute and an independent professional."

17. Hence it is well settled that it is not only the power of control over the employee but also other important factors decide the relationship of a Master and servant and the nature of relationship as contract for service or of service. It differs business to business. In that view it has to be seen that the employee is an integral part of the business. Whether the relationship is dependent or independent. To elaborate further it is required to note as to whether the employee is the integral part of the business and he is fully under the control and directions of the employer. Whether he is not only directed to do a work but also directed as to how the work should be done. Whether the employer has a final say of approval of his work or on the other hand the employer and employee or mutually dependent or interdependent and that they have option of walking out of the arrangement in terms of contract. To be precise whether the employee has independence to work on his own right irrespective of the fact of his work is approved by the employer or not?

18. Even though it appears that the second respondent is continued to work in the same area of Human Resources Management, the contract play very vital role in taking a decision also the control exercised by the employer. It is trite that a regular employee is expected to attend office on all working days. He has to work as per the directions of the



employer and perform as to how he has to perform the work. He cannot take an independent decision and cannot innovate and apply a different style or design without the approval of his boss. He will be entitled to basic pay, annual increments and allowances on fixed heads. On the other hand an expert service provider or a consultant has independence of doing his works at his discretion. Employee can demand what are the works to be done, but he cannot dictate as to how they shall be done. The service provider is a boss of his own and that he is an independent person and the employer cannot boss over his style of functioning. He is not subjected to any code of conduct. Unlike in contract of service where an employer chooses his employee, the consultant can choose the employer or the organisation to whom he can render his services. He has the independence to walk out as per the terms of contract.

19. In the instant case the second respondent as a regular employee upto 2013 received basic pay and allowances like House Rent Allowance, Education allowance, Fitment allowance, Medical allowance, Lunch allowance, Leave Travelling allowance. He was supposed to be present at office on every working day and discharge the duties as per the directions and wishes of the employee. He was subjected to Code of Conduct and in case of lapses, the employer had the power to take disciplinary action and punish him with suspension, dismissal etc.

20. But after 01.01.2014, the second respondent had become an expert advisor to the petitioner. He should attend the office for a minimum of 5 days per month. Remaining 25 days he can choose to work anywhere as per his choice. He shall be available on phone or e-mail only for clarification that too during office hours. Beyond office hours he cannot be disturbed or in other words the second respondent was independent to decide as to whether he can provide his services or not.

21. He was free to fix his appointments to conduct interview for placements and the place and venue to conduct the interview. On doing so he is entitled to reimbursement of expenses towards accommodation, food, travel etc. Apart from that he is entitled to daily allowance of Rs.2000/- per day for travel out of Chennai. Unlike the regular employee, he had no restrictions of the choice of his accommodation and mode of travel. But for a regular employee, it is an integral part of his duty in the business of the employer. There will be restrictions on the type of accommodation, mode of travel and he may not be paid for food. From the e-mail communication, it could be seen that the second respondent had claimed reimbursement apart from the routine travel and interview even towards conferences that he had with the German counter parts and other expenses, which a regular employee is not entitled to.



22. As held by Hon'ble Supreme Court in Sushilaben Indravadan Gandhi case, that the above factors make the relationship between the parties to the writ petition as one for contract for service and it outweigh the factors in the opposite direction. In the light of the above judgment the terms of contract between the present parties make it clear that it is one for service and that with effect from 01.01.2014 on which the contract began the second respondent was not a regular employee but an independent consultant. In fact the second respondent himself address the communications and claim reimbursement claiming himself a consultant. The remuneration which was payable to second respondent as pay at Rs.12,50,002/- was changed into fee or honorarium or retainer and was fixed at Rs.5,50,000/- and it was increased year on year as per the contractual terms. He enters into the contract on equal term on year on year basis extendable on mutual consent of both parties. His services cannot be terminated in the usual manner of the other regular employees, but are terminable on either side by notice.

23. A conspectus of all the above would certainly lead to the conclusion, applying the economic reality test, the contract entered into between the parties is one between factor and an independent professional.

24. Though the duties and responsibilities mentioned relates to much of a managerial nature that will not automatically make the 2nd respondent an employee. Therefore, it cannot be construed that the 2nd respondent was an employee. Equally, the contention that he was compelled to sign the agreement year after year is not also acceptable as there is no complaint about the agreement till filing of the appeal. Even the e-mail dated 10.05.2016, the respondent questioned the action of the petitioner questioning his efficient performance as per the service agreement and never claimed that he was an employee of the petitioner. He would claim all the reimbursement as per the contract for service constantly designating him as an "Consultant". It is true that the nomenclature will not define the status but the nature of duties and responsibilities do define it. But in the instant case, the issue of nomenclature as "Consultant" is not in dispute, the consultant is not the designation of an employee and therefore, provisions of the Act will not apply to the 2nd respondent.

25. Once it is decided that it is only a contract for service, because the petitioner was no longer an employee from 2013 and only a consultant who renders his services for 4 days physically in the office and awarded reimbursements on food, travel and accommodation. The Appellate Authority has no where given any finding on this aspect that the agreement is sham and



nominal and the 2nd respondent is only a person employed. Secondly, the Appellate Authority has not also found that agreement was entered between the parties under coercion. Therefore, in the absence of any finding, the order treating the 2nd respondent as an person employed is without evidence and thereby perverse. Once it is decided, the provisions of the Act is not applicable to the 2nd respondent, the order passed by the Appellate Authority is without jurisdiction. Therefore, any order which is passed without jurisdiction and on the basis of no legal evidence can be interfered under Art.226 of the Constitution of India. The judgments relied on by the learned counsel for respondent Ananda Bazar Patrika Pvt Ltd Vs Its Workmen, The Management of Bata India Limited and Ors. Vs. The Presiding Officer Industrial Tribunal and Ors and B.K.Muniraju Vs. State of Karnataka and Ors, will not apply to the present facts and circumstances of the case. For the reasons recorded above, the order passed by the Authority is liable to set aside and accordingly set aside.

In view of the above, W.P.No.21945 of 2018 is allowed and W.P.No.10439 of 2020 is dismissed. No costs. Consequently, connected miscellaneous petitions are closed.

Sd/-
Assistant Registrar(CCC)

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Sub Assistant Registrar

To

The Deputy Commissioner of Labour (Minimum Wages)
Appellate Authority under
TN Shops & Establishments Act, 1947
Labour Commissionerate
DMS Complex, Teynampet
Chennai-600 006.

+1cc to Mr.R.Palaniandavan, Advocate SR. No. 27008 (30/05/2022)

W.P.Nos.21945 of 2018 and 10439 of 2020
&
W.M.P.Nos.32196 of 2018 and 1427 of 2021

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