

M/s. Saba Engineering Works and Another ...Petitioners
vs.
Shri Rayees Ansari ...Respondent

CORAM: N. J. JAMADAR, J.
DATE: APRIL 17, 2023

1. The challenge in this petition is to a judgment and order dated 22nd February, 2021 passed by the learned Member, Industrial Court, Mumbai in Appeal (ULP) No. 1 of 2019 in Misc. Criminal Complaint (ULP) No. 92 of 2010 holding the petitioners guilty of the offence punishable under section 48(1) of Maharashtra Recognition of Trade Unions and Prevention of Unfair Labour Practices Act, 1971 (the Act, 1971) and imposing the sentence of imprisonment for one month on petitioner No. 2.

2. The respondent had lodged Misc. Criminal Complaint (ULP) No. 92 of 2010 alleging willful non-compliance of the order dated 3rd March, 2010 passed by the Labour Court in Complaint (ULP) NO. 375 of 2006 directing the petitioners to reinstate the workmen with continuity of service and pay them the backwages from the date of

their oral termination.

3. The learned counsel for the petitioners and the respondent-workman make a joint statement that, in the intervening period, the petitioners and respondent have amicably resolved the dispute and consent terms have been executed. The learned counsel seek leave to tender the consent terms.

4. Leave granted.

5. The petitioner No.2, the proprietor of petitioner No. 1, and respondent are present before the Court. They admit the contents of the consent terms and execution thereof. Upon being inquired, the respondent-workman specifically submitted that he has agreed to settle the dispute upon payment of a sum of Rs. 2,50,000/- towards full and final settlement of his claim, and has received the cheques drawn towards the said amount.

6. It appears that the parties have voluntarily settled the dispute and there is no coercion or duress.

7. The consent terms are taken on record and marked X for

identification.

8. Paragraph Nos. 4 to 8 of the consent terms read as under:-

4] The parties in the above numbered petition have decided to mutually end all the dispute for industrial peace and harmony and hence petitioner shall pay an amount of Rs. 2,50,000/- to the respondent in full and final settlement of all his claim including the claim pending before the 9th Labour Court at Mumbai as well as gratuity against his resignation.

5] The parties in above numbered petition have further agreed that the aforesaid amount of Rs. 2,50,000/- shall be paid in two installments of Rs. 1,70,000/- and Rs. 80,000/- through cheque bearing Nos. 159622 and 159623 dated 17th April, 2023 and 24th April, 2023 respectively, drawn on Bank of India, Indira Gandhi Inst. Of Dev Research Branch, Mumbai 400 097 in favour of the respondent and further the respondent will issue a separate receipt in acceptance of the aforesaid amount to the petitioner.

6] The parties in above numbered petition, have further agreed that by virtue of the consent term, the respondent shall not insist for the implementation of the judgment dated 22nd February, 2021 passed by the learned Member, Industrial Court, Mumbai in Appeal (ULP) No. 1 of 2019 and so also, shall not prosecute the Application (IDA) No. 97 of 2021 and further that respondent withdraw the said application. The respondent shall not initiate any contempt as against the petitioner for non-compliance of the aforesaid orders and that further by virtue of the receipt of the said amount, respondent confirms that there is no further claim, interest, right or demand of whatsoever nature against the petitioner. It is also confirmed by the respondent that he voluntary resign from the employment of the petitioner dated 17th June, 2023 and that amount herein paid includes his legal dues amounting of such cessation of employment by virtue of resignation and hence this amounts includes gratuity, leave, bonus and settlement towards his claim made in Application (IDA) No. 97 of 2021. It is also confirmed by the respondent that he has no claim

for reinstatement, backwages, difference of wages and that this payment of Rs. 2,50,000/- includes compliance towards the judgment dated 3rd March, 2010 in Complaint (ULP) NO. 375 of 2006.

7] The parties in above numbered petition, have further agreed that if the petitioner fails to honour the second installment, this settlement shall be treated withdrawn and nullity and that judgment dated 22nd February, 2021 passed by the learned Member, Industrial Court, Mumbai in Appeal (ULP) No. 1 of 2019, thereby confirming the punishment awarded in Misc. Criminal Complaint (ULP) No. 92 of 2010 by the Labour Court at Mumbai shall take it force.

8] The respondent has received the above numbered cheque and post dated cheque and have passed receipt dated 17th April, 2023. The parties herein agreed that in view of the above settlement, the impugned judgment be set aside and quashed. The petition be disposed of accordingly.

9. The undertakings in the consent terms are accepted as the undertakings to the Court.

10. The petitioner No. 2 has also filed a separate affidavit tendering an unconditional apology for non-compliance of the order dated 3rd March, 2010 passed by the Labour Court in Complaint (ULP) No. 375 of 2006.

11. In view of the above, the impugned orders deserve to be quashed and set aside and the complaint deserves to be dismissed as withdrawn.

Hence, the following order.

ORDER

1] The order dated 22nd February, 2021 passed by the learned Member, Industrial Court in Appeal (ULP) No. 1 of 2019 and order dated 14th August, 2019 passed by the learned Presiding Officer, Labour Court, Mumbai in Misc. Complaint (ULP) NO. 92 of 2010 stand quashed and set aside.

2] Misc. Complaint (ULP) NO. 92 of 2010 stands dismissed as withdrawn.

3] Petitioners-accused stand acquitted.
Petition stands disposed.

(N. J. JAMADAR, J.)