



W.P.Nos.25826 & 25994 of 2015

IN THE HIGH COURT OF JUDICATURE AT MADRAS

RESERVED ON : 21.04.2023

PRONOUNCED ON : 01.06.2023

C O R A M :

The Honourable Mrs. Justice **J. NISHA BANU**

W.P.Nos.25826 & 25994 of 2015

G.Ilangovan ..Petitioner in W.P.No.25826/2015

M.Samuel Ganesan ..Petitioner in W.P.No.25994/2015

Vs.

1. The Presiding Officer,
I Additional Labour Court,
High Court Campus,
Chennai – 600 104.

2. The Management,
Chemplast Sanmar Limited,
Trubore Piping Systems,
Irulipattu Village,
Alinjivakkam Post,
Via Cholavaram,
Chennai – 600 067.

3. The Management,
Prince Pipes and Fitting Private Limited,
Ruby House, B Wing 4th Floor,
J.K.Sawant Marg, Dadar (W),
Mumbai – 400 028.

..Respondents in both the W.Ps.

Prayer :



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Writ Petitions filed under Article 226 of Constitution of India, praying to issue a Writ of Certiorarified Mandamus to call for the concerned records form the 1st respondent and quash the award of the 1st respondent Labour Court in I.D.Nos.115 & 116 of 2009 dated 04.12.2014 respectively and consequently direct the respondents to reinstate the petitioner with full backwages, continuity of service and all other attendant benefits.

For Petitioners : Mr.Balan Haridas

For Respondents : R1-Court
Mr.Sai Prasad
for Sairaj Associates for R2
Mr.K.R.Hriharan for R3

COMMON ORDER

These writ petitions have been filed challenging the award passed by the 1st respondent/labour Court in I.D.No.115 & 115 of 2009 dated 04.12.2014 respectively, in which, the Tribunal had dismissed the Industrial Dispute, filed by the petitioners challenging the order of termination.

2. The brief facts of the case of the petitioners are as follows:

i) The petitioners joined the service of the 2nd repsondent on 24.11.1993 and and 21.05.1998 respectively and had been working as skilled workers in the maintenance and production division. The 2nd respondent was engaged in the manufacture of deep borewell and all other PVC pipes. Till August, 2006, it was managed by Polytrusions Private Limited. The 2nd



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respondent took over the entire assets and liabilities of Polytrusions Private Limited including all the employees.

ii) Immediately, on taking over, the 2nd respondent Management by its letter dated 07.09.2006, confirmed that the earlier service rendered by the employees is protected and that all the service conditions will be the same and that all the employees will be continuously employed. It was further assured by the 2nd respondent that there will be no change in the terms of the settlement which had been already entered with the Union. It is confirmed that all the employees will be the employees of the 2nd respondent. The settlement dated 02.12.2004 entered with Polytrusion Private Limited expired in February 2007. The Union placed fresh charter of demands on 02.03.2007. The 2nd respondent management did not consider the fresh charter of demands and was dragging the issue. The Union raised an Industrial Dispute on 03.12.2007 before the Assistant Commissioner of Labour (Conciliation) 2, Chennai – 108. In the meanwhile, the 2nd respondent Management was shifting all the machineries. Since the shifting of machineries will result in non-employment of the employees, it was objected to and a letter was given to the 2nd respondent in this regard. To this, the 2nd respondent gave letter dated 08.09.2007 stated that the shifting of machineries was owing to expansion of the National Highways and



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that the machineries are shifted to its other plant viz., Pipe Plant II, 64, Irrulipattu village, Alingivakkam Post, Chennai – 67 and that all the employees will be provided work in that plant. Based on this assurance, the machineries were permitted to be shifted.

iii) While so, the 2nd respondent Management placed the petitioners under suspension dated 07.12.2007. The reason assigned for suspension is that when the petitioners were asked to set right the pipes and pack them, the petitioners refused to do the work as directed by their superior. The 2nd respondent Management placed all the employees under suspension. Thereafter, charge memos were issued on 31.12.2007 alleging that when the petitioners were directed by the Senior Manager (Production) to pack the export pipes, so that they can be despatched, the petitioners refused to do the same. At no point of time, the Senior Manager (Production) had given instructions directly to the employees to do any work. Further, no order in writing was given to the petitioners to do the aforesaid work. That apart, there was no pipe kept in the place of the 2nd respondent Management for export purpose. Further, packing and despatch is not the work of the petitioners and there had been no notice given to them regarding alteration of their nature of work. Hence, by making false allegations, the 2nd respondent had issued the charge memos. The



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petitioners gave explanation on 07.01.2008 denying the allegations. The Union also raised Industrial Dispute on 17.12.2007 before the Assistant Commissioner Labour (Conciliation) 2, regarding the unfair labour practice.

iv) After issuing the charge memos, the 2nd respondent did not conduct any enquiry. However, the 2nd respondent vide order dated 04.04.2008 terminated the service of the petitioners. In similar manner, all other permanent employees services were also terminated. In the termination order, the 2nd respondent alleged that its production has been stopped from 02.11.2007 and that as a temporary measure it had given alternative job and since it has been refused to be done by some employees, it is not in a position to continue and therefore, the services of all the employees were retrenched and thus, were terminated.

v) The petitioners raised Industrial Disputes regarding non-employment before the Conciliation Officer. Before the Conciliation Officer, the 2nd respondent filed counter alleging that the petitioners and other employees were assigned work in the injection moulding and since the employees refused to do the said work, it had to take disciplinary proceedings. It is the case of the petitioners that in the charge memo issued to the petitioners there had been no allegation as if when the injection moulding work being given, the petitioners



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refused to do work. The 2nd respondent has come out with a false theory in order to duck the charter of demands and to see that all the employees are terminated by assigning false reasons had terminated the service of the petitioners and other employees.

vi) The service condition of the employees in Plant I and Plant II is one and the same. The machineries taken from Plant I to Plant II are used for production and production is continuing in Plant II. The 2nd respondent assured to provide work in Plant II but failed to do so.

vii) Before the Labour Court, the 2nd respondent alleged that the petitioners refused to do work in Injection Moulding Machine, but the petitioners were not given any alternative work. When no alternative work was given, the question of the petitioners refusing to do the same is false. It is submitted that the 2nd respondent offered compensation to the petitioners and other employees under Section 25F of the Industrial Dispute Act, 1947 is false. The 2nd respondent had alleged that since there was no work, the petitioner's service was retrenched. The machineries from Plant-I were shifted to Plant-II and full fledged production is being done. Some of the employees had taken VRS and many of the employees were forced to take VRS. The evidence of MW1 would clearly show that Plant I and II are one and the same and they are



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merely being separated by a distance of 4 kms.

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viii) The 2nd respondent terminated the petitioners by saying that all the workmen are retrenched. Along with the order of termination, the 2nd respondent had sent cheque purporting to be towards the retrenchment compensation and certain other payments. But the petitioners had sent back the cheques through letter dated 22.04.2008 and requested the 2nd respondent to provide work in Plant II. Though the said letter was received by the 2nd respondent, the 2nd respondent failed to provide employment to the petitioners. Questioning the order of termination, the petitioners raised industrial dispute in I.D.Nos.115 & 116 of 2009 but the 1st respondent Labour Court directed the Management to pay retrenchment compensation with one month notice pay and to pay arrears of wage payable to the petitioner from the date of suspension to the date of termination. While the proceedings were pending before the Labour Court, the 2nd respondent sold both the Plants to the 3rd respondent and when it was brought to the notice of the parties, the petitioners had impleaded the 3rd respondent in the proceedings.

ix) The 1st respondent Labour Court held that when Plant I was closed due to widening of Road, 23 employees out of 26 employees opted for VRS and the remaining employees refused to do alternative employment



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offered by the company. There is no agreement between the 2nd and 3rd respondents to give employment to the petitioners and that Section 9A notice is not required while giving alternative employment when the factory land is taken for widening of road and therefore, the retrenchment is legal and therefore, they are only entitled for retrenchment compensation and not for reinstatement and accordingly, dismissed the Industrial Disputes. Hence, these writ petitions have been filed.

3. Heard the learned counsel for the petitionr and the learned counsel appearing for the 2nd and 3rd respondents.

4. i) Learned counsel for the petitioners would submit that both the petitioners had been working as skilled workers in the production department in the 2nd respondent from 24.11.1993 and 21.05.1998 respectively till August 2006. Thereafter, the 2nd respondent took over the entire assets and liabilities of Polytrusions Pvt.Ltd. including all the employees. The service conditions of employees were governed by settlements entered between the Union and the employees. When the management was taken over by the 2nd respondent, the 2nd respondent by its letter dated 07.09.2006 confirmed that the earlier services rendered are protected and that all the service conditions will be the same and all the employees who are working as on date of take over will be continuously



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employed.

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ii) Learned counsel would further submit that the existing settlement dated 12.12.2004 expired during February, 2007. The Union to which the petitioners were members pleaded fresh charter of demands on 02.03.2007. Since the management did not consider the legitimate demand of the employees, the Union was forced to raise a dispute on 3.12.2007. In the meanwhile, the 2nd respondent was making an effort to shift the machineries. The workmen objected to the same. The 2nd respondent gave letter dated 8.9.2007 wherein it was categorically stated that the shifting of machineries is due to widening of National Highways in Plant-I and it assured that they will be provided employment in Plant-II Based on the undertaking and the assurance given by the 2nd respondent, the machineries were permitted to be shifted.

iii) Learned counsel would further submit that both the petitioners were placed under suspension by an order dated 7.12.2007 alleging that they did not perform the work assigned to them. The petitioners gave detailed explanation denying the allegation. The 2nd respondent did not conduct any enquiry. But the petitioners were served with an order of termination dated 4.4.2008 and for the first time, the 2nd respondent alleged that its production



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had been stopped from 2.11.2007. Further, it was stated that as a temporary measure the management had given alternative employment. Since it was refused to be done by some employees, they have retrenched the employees. The entire reasons are without any basis. While taking away the machineries to Plant II, the management assured to give employment to all employees, however, contrary to its assurance, the petitioners were terminated from service. Even before the Conciliation Officer, the Management took a plea as if the petitioners were assigned work but the workers refused to discharge the work and this is utter falsehood.

iv) Learned counsel for the petitioners would submit that the entire action of the employer was to victimize the employees since they raised a charter of demands demanding better service conditions. After removing the machineries to Plant II, the entire manufacturing activity was going on in full swing. Plant-I was used as warehouse godown. Since no positive result was forthcoming in the conciliation, the workmen filed Industrial Disputes (I.D.Nos.115 & 116 of 2009) before the Labour Court.

v) Learned counsel would further submit that Plant-I and Plant II do the same production activity, the service conditions are common, the personal manager is common for both the plants and they were merely separated by a



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distance of 4 kms. However, MW2 for the first time while tendering evidence stated as if the 2nd respondent has sold the factory to 3rd respondent. MW3 also admitted in the cross examination that they are continuing the same manufacturing activities and all employees who were working in Plant I were continued even in 3rd respondent at the time of its purchase. It was also admitted by MW3 that as per the agreement all employees who were employed in Plant II will be given employment in their factory. MW3 further admitted that the same manufacturing activity is being undertaken by them namely manufacturing of PVC pipes.

vi) Learned counsel would further submit that the Labour Court dismissed the IDs on erroneous appreciation of evidence by holding as if Plant I and II are separate entities. It was further held by the labour Court that the petitioners did not take up the alternative employment and therefore, the petitioners were not entitled to reinstatement and erroneously held that the petitioners are entitled only to compensation under section 25F of the I.D. Act. When the industry is going on full fledged production activity, there cannot be any retrenchment. The findings of the Labour Court are perverse, one-sided and the same is liable to be set aside.

vii) Learned counsel would further submit that the labour Court



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failed to consider Ex.W3 (8.9.2007) wherein the 2nd respondent has given an undertaking to continue the employment of the petitioners was violated. The labour court further failed to appreciate the fact that after issuing the charge memo dated 31.12.2007, they did not conduct any enquiry as otherwise, they will not be able to prove the charge and the order of termination was entirely wrong. The labour court failed to appreciate the unequivocal admission of MW1 wherein he has admitted in all terms that Plant I and Plant II are one and the same as there was unity of establishment in respect of manufacturing activity in respect of service conditions, in respect of maintaining common balance sheet, common personnel manager etc. Further the finding of the labour court that after shifting of machineries from Plant I to Plant II was due to widening of road, the petitioners were given alternative employment, which is also without any basis because there was no evidence to show that such an alternative employment was given and the petitioners herein refused to do the work. The further finding of the Labour Court that the retrenchment was justified is also a perverse finding because the entire manufacturing activity is going on in Plant II and the 2nd respondent is doing the same work. The Labour court failed to see that in terms of section 8(3) of the ID Act, the 3rd respondent is bound to employ the petitioners herein. The Labour Court further erred in



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law in not appreciating the fact that the 3rd respondent as successor in interest is bound by settlement dated 2.12.2004. Therefore, the labour court committed an error in not granting the normal relief of reinstatement as non-employment of petitioners was without any reasons and the normal relief of reinstatement with backwages should have been orders.

viii) In support of the above contentions learned counsel relied on the following decisions

(a) 1986 (2) SCC 624 (S.G.Chemicals and Dyes Trading employees' Union vs. S.G.Chemicals and Dyes Trading Ltd. And anr.)

(b) 2013 (10) SCC 324 (Deepali Gundu Surwase vs. Kranti Junior Adhyapak Mahavidyalaya (D.Ed) and ors.

(c) 2020 (1) SCC (L&S) 54 (General Manager, Electrical Rengali Hydro Electric Project Orissa and ors. vs. Giridhari Sahu and ors.)

ix) Learned counsel would further submit that the petitioners are without employment from 4.4.2008 and the entire action of the 2nd respondent is illegal, arbitrary and amounts to unfair labour practice.

5. i) Per contra, learned counsel appearing on behalf of the 2nd respondent would submit that the Labour Court in its award dismissed the Industrial Dispute, however further directed the Management to pay



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retrenchment compensation, arrears of wages from the date of termination within sixty days from the date of the order. This Court, in exercise of its jurisdiction, while analysing the award so passed by the Labour Court, in the normal course would only interfere with the award if this Hon'ble Court would to come to the conclusion that the award so passed is perverse and not based on records.

ii) Learned counsel would further submit that Plant I and Plant II are different and distinct. It is on record that both the petitioners were working in Plant I of the 2nd respondent which was earlier called as Polytrusions Limited and which was situated in Panjetti Village, Ponneri Taluk. The other plant viz., Plant II of the 2nd respondent which was earlier called as Vinplex India Pvt. Ltd., was situated at a distance of 4 kilometers from Plant I. Further, MW1 in cross examination admitted the same.

iii) Learned counsel would further submit that apart from that, the order dated 07.09.2006 issued to the petitioners clearly shows that the petitioners were continued in employment in the erstwhile Polytrusions Pvt.Ltd., and which is being run as Plant I. It is also specifically informed that the petitioners will be governed by all rules and regulations of the Pipes division, Plant I as were in force from time to time. The letter does to



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contemplate transfer of the petitioners from Plant 1 to Plant II. Therefore, the Labour Court after analysis of evidence came to the conclusion that both Plant I and Plant II were independent and as such, the findings that there is no functional integrity between the two plants cannot be faulted with and in any event, cannot be construed as perverse or without any evidence.

iv) Learned counsel would further submit that even in the order of suspension dated 07.12.2007, it was specifically stated that when the petitioners were called upon to do the packing and arrangement of export pipes, the petitioners had refused to carry out the same. This was also reiterated in the show cause notice dated 31.12.2007. In reply dated 5.1.2008 to the show cause notice the petitioners did not deny that they were not provided any alternate work as alleged. The compulsion to provide alternate work arose from the fact that a portion of Plant I of the 2nd respondent came to be acquired due to road widening work and that the 2nd respondent could not carry on any manufacturing activities in Plant- I since 2.11.2007.

v) Learned counsel would further submit that even the notice of retrenchment dated 4.4.2008 specifies the following reasons for retrenchment of the workmen:

a) The production activities had to be discontinued



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from 02.11.2007 due to non-viability of operations in Plant-I.

b) As a temporary arrangement, when workmen were allotted certain alternate work and some refused to carry out the work.

c) Such negative attitude inhibits the Management from exploring any viable proposition to keep the plant going.

vi) Learned counsel would further submit that the labour Court for various reasons held that the 2nd respondent had rightly retrenched the services of the petitioners. Equally, the petitioners have not anywhere pleaded that the action of the 2nd respondent in retrenching the workmen was an act of victimization. The petitioners appears to have relied on the letter dated 08.09.2009 purportedly issued by the Senior Manager (manufacturing) of the 2nd respondent. Such a letter appears to have been only in the possession of the two petitioners who have contested the matter and which was purportedly written by the Senior Manager, that too, long before the production activities of the 2nd respondent ceased. Admittedly, in view of the road widening work, production activities was stopped only from 2.11.2007 and the production activities were indeed carried on when the letter was purportedly given. If at all any such assurance of providing employment in Plant II was supposed to have been given, such assurances of continuous employment will only have been given to the Union which represents the workmen and not only to the two



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petitioners who pursued the dispute before the 2nd respondent. There is nothing on record to show that the Union or the other workmen were given such assurances. It appears to be purportedly signed by the Senior Manager, Manufacturing, however created for the purpose of this case and no assurance could have been given by the 2nd respondent for the employment of the petitioners in Plant II.

vii) Learned counsel would further submit that even while the proceedings were pending before the Labour Court, the 2nd respondent sold both the Plants to the 3rd respondent and when it was brought to the notice of the parties, the petitioners had impleaded the 3rd respondent in the proceedings. In fact, it is on record that the business purchase agreement and business undertaking principles were marked before the Labour Court as Ex.M41 and M42. When the 2nd respondent is no longer in possession of any factory, the question of reinstatement of the petitioners as against the 2nd respondent does not arise. The petitioners are entitled only to retrenchment compensation as is provided under law, which the 2nd respondent had already offered at the time of retrenchment and also as has been rightly held by the Labour Court.

6. Learned counsel for the 3rd respondent would submit that as per Clause 2.3.2, the fact that any proceedings which may be initiated by or against



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the Transferor (2nd respondent herein) is prior to the closing date i.e., the date on which the transferor business agreement was entered. In such case, the transferor viz., the 2nd respondent has to defend/ contest such proceedings at its own costs. In view of the above clause, the 2nd respondent is responsible and liable for the proceedings which was commenced before the date of signing of the transfer agreement namely, the above mentioned case. Hence, the 2nd respondent is responsible for any consequences arising out of the proceedings initiated by the petitioners herein and therefore, the petitioners cannot claim any relief as against the 3rd respondent.

7. This Court considered the submissions made on either side and perused the materials available on record.

8. It is not in dispute that the petitioners joined the service of the 2nd respondent Company in the year 1993 & 1998 respectively and were working as skilled workers in the maintenance and production division. Initially, the company was managed by Polytrusions Pvt.Ltd. During August 2006, the 2nd respondent took over the entire assets and liabilities of Polytrusions Pvt. Ltd., including all the employees. The service conditions of the employees were governed by settlements entered between the union and the employees.

9. When the Management was taken over by the 2nd respondent, the



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2nd respondent by its letter dated 07.09.2006 confirmed that the earlier services rendered is protected and that all the service conditions will be the same and all the employees who are working as on date of take over will be continuously employed. While so, the existing settlement dated 12.12.2004 expired in February 2007. In such circumstances, the Union to which the petitioners were members, placed fresh charter of demands on 02.03.2007. Since the Management did not consider the demands of the employees, the Union raised a dispute on 03.12.2007. In the meanwhile, the 2nd respondent was making an effort to shift the machineries. The workmen objected the same because the shifting of machineries would result in losing their employment. At that point of time, the 2nd respondent gave a letter dated 08.09.2007 wherein it was categorically stated that the shifting of machineries was due to widening of National Highways in Plant I and also assured that they will provided employment in Plant II with continuity of service. Based on the assurance given by the 2nd respondent, the machineries were permitted to be shifted. However, by order dated 07.12.2007, both the petitioners were placed under suspension alleging that they did not perform the work assigned to them.

10. Further, it is the contention of the petitioners that at no point of time, the Senior Manager gave any instructions to do any work to them and



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the petitioners also gave explanation dated 07.01.2008, denying the allegations.

It is seen that the 2nd respondent did not conduct any enquiry. However, the order of termination was passed as against the petitioners on 04.04.2008. In the similar manner, all other permanent employees services were also terminated. The allegation made by the 2nd respondent in the order of termination is that its production has been stopped from 02.11.2007 and as a temporary measure, it had given alternative job and since it has been refused to be done by some employees, it is not in a position to continue and therefore, the service of all the employees is retrenched and therefore, they were terminated.

11. It is noted from the evidence of MW1 before the Labour Court that same production activity has been done in both Plant I and Plant II. The service conditions are common, the Personal Manager is common in both Plant I and Plant II and they were merely separated by a distance of 4 kms. MW2-V.Raghuraman has stated in his evidence that the 2nd respondent has sold the factory to 3rd respondent. MW3-Edwin John admitted that the same manufacturing activity is being undertaken by them namely manufacturing of PVC pipes and all the employees who were working in Plant I were continued even in 3rd respondent at the time of purchase.

12. The 2nd respondent company was sold to the 3rd respondent on



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22.10.2012 and Clause 2.2 (2.2.1 & 2.2.2) of the Agreement for Transfer of Undertakings, reads as follows:

2.2 Employees

The Employees shall become the employees of the Transferee on and from the Closing Date, on the following basis:

2.2.1. Their services shall be deemed to have been continuous and not have been interrupted by reason of the transfer of the Undertakings;

2.2.2. With effect from the Closing Date, the transferee shall be liable for any and all liabilities and obligations relating to the Employees, including, but not limited to liabilities for their wages, provident fund etc. It is hereby clarified for the avoidance of doubt that all the liabilities as specified above relating to the period till the Closing Date shall be the sole and exclusive liability of the Transferor. For any proceedings or claims pertaining to the Employees pending at the Closing Date or any other proceedings relating to the Employees instituted or initiated after the Closing Date but which pertain to a period prior to the Closing Date, the transferor shall have the right to defend/ contest such proceedings at its own cost.

13. From the above, it is clear that the employees of the 2nd



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respondent company shall become the employees of the 3rd respondent company on and from the closing date and their services shall be deemed to have been continuous and not have been interrupted by reason of the transfer of the Company.

14. The 3rd respondent cannot feign ignorance and refuse the responsibility of the litigation pending before this Court, which was initiated by the 2nd respondent prior to Agreement of Transfer. Therefore, the outcome of this litigation will definitely bind the 3rd respondent as well. It is also not in dispute that on the date when the Agreement for Transfer was entered into, the litigation between the petitioners and 2nd respondent was pending before the competent Labour forum.

15. At this juncture, it is to be pointed out that the 2nd respondent, vide letter dated 8.9.2007, had categorically stated that the shifting of machineries was due to widening of National Highways in Plant-I and also given assurance that the petitioners will be provided employment in Plant-II. However, contrary to the assurance, the petitioners were terminated from service. The 2nd respondent did not produce any material evidence to substantiate their contention that the petitioners were given alternate work and they refused to do the work. The contention of the 2nd respondent is without



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any basis. On the other hand, the petitioners have produced Ex.W3 dated 08.09.2009, the undertaking given by the 2nd respondent to continue the employment of the petitioners. The said letter was given by the Senior Manager (Manufacturing) of the 2nd respondent company. However, the contention of the 2nd respondent is that the said letter was created for the purpose of the case and they did not give any assurance or undertaking. The said contention cannot be countenanced for the reason that when the petitioners were not given employment, they sent letter dated 05.09.2007 to the 2nd respondent to know whether their job has been protected and the said letter was received by the Senior Manager(Marketing) of the 2nd respondent and in reply to the said letter sent by the petitioner, the Senior Manager (Marketing) has sent the letter dated 08.09.2007. Thus, the undertaking given by the 2nd respondent has been violated. It is also seen that the petitioners were issued with charge memo dated 31.12.2007, but no enquiry was conducted and subsequently, they were terminated from service. Further, after removing the machineries from Plant I to Plant II, the entire manufacturing activities are going on. When the production activities are going on, there cannot be any retrenchment. Therefore, the termination of the petitioners is illegal.

16. For the reasons stated above, this Court is of the opinion that the



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petitioners are entitled for reinstatement into service. Therefore, the award of the 1st respondent/ Labour Court in I.D.Nos.115 & 116 of 2009 dated 04.12.2014, are hereby set aside. Accordingly, the Writ Petitions are allowed. The 2nd and 3rd respondents are directed to reinstate the petitioners with continuity of service and all other attendant benefits, but without backwages. The said direction shall be complied with by the 2nd and 3rd respondents within a period of twelve weeks from the date of receipt of a copy of this order. No costs.

01.06.2023

Index: Yes/No
Internet: Yes/No
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To

The Presiding Officer,
I Additional Labour Court,
High Court Campus,
Chennai – 600 104.

J.NISHA BANU, J.

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Pre-delivery Order in

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