2023:PHHC:119085

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# IN THE HIGH COURT OF PUNJAB & HARYANA AT CHANDIGARH

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**CWP-25534-2022 (O&M)**
**Date of Decision: 08.08.2023**

Alpha Drugs India Worker's Union

..... Petitioner

Versus

State of Punjab and others

..... Respondents

**CORAM: HON'BLE MR. JUSTICE HARSH BUNGER**

Present: Mr. Rajesh Punj, Advocate
for the petitioner.

Mr. Vipin Pal Yadav, Addl. A.G., Punjab.

Mr. Deepanshu Mehta, Advocate
for respondent No.5.

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**<u>HARSH BUNGER J. (ORAL)</u>**

**<u>CM-18714-CWP-2022</u>:**

Present application is filed for placing on record certain documents (Annexures P-6 and P-7).

For the reasons mentioned in the application, documents (Annexure P-6 and P-7) are taken on record, subject to all just exceptions.

Application is accordingly disposed of.

**<u>CWP-25534-2022</u>:**

1. Petitioner-Union has filed the instant petition under Articles 226/227 of the Constitution of India seeking an appropriate writ, order or

direction for directing the respondents to implement the Memorandum of Settlement dated 17.02.2022 (Annexure P-1) executed within Section 12(3) of the Industrial Disputes Act and to grant all benefits within a stipulated period by taking into consideration the legal notice dated 18.09.2022 (Annexure P-5).

2. Briefly, the petitioner-Union is a registered Union comprising of all the workers working in erswhile company called Alpha Drugs India Ltd., which is stated to be taken over by respondent No.5 [Punjab Chemicals and Crop Protection Ltd. (Pharma Division-Alpha Drug)]. As per the petitioner-Union, various agreements were entered between the Union and the Management; and the Management had been honouring all the agreements and had been paid all the dues without any grievance. It is the pleaded case of petitioner-Union that a settlement dated 17.02.2022 was executed between the petitioner-Union and respondent No.5-Management under Section 12(3) of the Industrial Disputes Act. It is stated that at the relevant time, one Mr. Rajinder Kalia was the President of Union and while the dues of the workers were yet to be paid as per the aforesaid settlement dated 17.02.2022, Mr. Rajinder Kalia retired after superannuation on 30.04.2022. It is claimed by the petitioner-Union that after retirement of Mr. Rajinder Kalia, the election was to be held so as to fill the post of President as seven members are required for completing the Executive, however, without filling the post of President by the General House, it is alleged that the Management with the active connivance of rest of the Union members (Executive), executed another settlement dated 22.06.2022, whereby the relief already granted in the Memorandum of Settlement dated 17.02.2022 was reduced to 17% in all the categories. It is claimed that while executing the aforesaid Memorandum of Settlement, one Mr. Ashwani

Kumar had depicted himself as President and Mohinder Singh depicted himself to be the Vice President, however, the fact remains that no elections were held by the General House and only six members signed the aforesaid Memorandum of Settlement dated 22.06.2022 whereas seven members are required for the purpose of even registration of any Trade Union. As per the petitioner-Union, when it came to know about the aforesaid Memorandum of Settlement dated 22.06.2022, a new Committee was immediately appointed on 13.08.2022. As per the petitioner-Union, according to the Constitution of petitioner-Union, the dispute *inter se* between the Union is to be settled by the Central Body, to which the Union is affiliated. It is alleged that although intimation regarding all the elected executives was sent to the respondents but they are not allowing the union executives to represent the Union and its working is being disturbed by the Management with the aid of official respondents. According to the petitioner-Union, since the old executive was not handing over the charge of Office of the Union, so another meeting was held on 13.09.2022, wherein it was resolved that the Union would request the Management for grant of benefits as per Memorandum of Settlement dated 17.02.2022. It is claimed that since the respondent-Management was not executing settlement dated 17.02.2022, therefore, the petitioner-Union got issued a legal notice dated 18.09.2022 (Annexure P-5). It is further alleged that the settlement dated 22.06.2022 is illegal and hence a direction is being sought to the respondent to implement settlement dated 17.02.2022. It is stated that the official respondents are sitting over the matter whereas they are required to act as a mediator and to resolve the dispute amicably between the parties.

3. Learned counsel for respondent No.5 while referring to report dated 25.05.2023 (Annexure R-1) issued by the Labour Enforcement

Officer, Grade-1, Dera Bassi, submits that the present petition has been rendered infructuous.

4. A perusal of the said report dated 25.05.2023 (Annexure R-1) would manifest that the concerned Labour Enforcement Officer, Grade-1, Dera Bassi had called the parties to the settlement for conciliation proceedings on 3.10.2022 and 11.10.2022. It is mentioned that on 10.10.2022, a compromise was arrived at between the parties and it was agreed that the management of the Company will hear the demands of both the other parties and for the purpose of consideration of the same, a meeting would be held and any decision taken therein shall be conveyed to the Office of the Labour Enforcement Officer, Grade-1, Dera Bassi. It is further mentioned that on 11.10.2022, the Office was informed that all the parties have entered into an agreement with mutual consent in the meeting, which was drawn into minutes of meeting. It is also mentioned that a few workers, after giving their consent and signatures on the minutes of meeting, have again raised their non-consent, and therefore, on 04.11.2023, the Management again got an addendum to the Long Term Settlement with a view to settle the dispute further with remaining few discontended workmen. It is mentioned that the Long Term Settlement has been implemented w.e.f. 01.11.2022. The minutes of meeting dated 11.11.2022 reads as under:-

> "*1. New Basic and VDA will be equal to or more than old Basic + VDA + Canteen and OT, EL, Gratuity and PF shall be calculated on new Basic and VDA. While merging the Canteen in Basic salary there is no adjustment in Basic salary equivalent to increased HRA.*
>
> *2. As per the Union agreement dated 17-02- 2022, HRA will be kept as 30% of Basic Salary.*
>
> *3. At the time of Annual increase of allowances, Canteen allowance of Rs 100 shall be added in Basic Salary in Jan*

*2023, Jan 2024 & Jan 2025 and other allowances shall be merged with Special Allowances i.e Rs 500 in Jan 2023, Rs 600 in Jan 2024 & Rs 700 in Jan 2025. Special Allowance in the agreed format shall be continued till Dec 2025.*

*4. LTA has been corrected and LTA formula shall be New Basic+ New HRA /12), as Canteen is merged in Basic Salary.*

*5. Medical allowance has been reintroduced and formula will be (Basic + VDAJ/12 and who so ever will be out of ESIC shall get this facility.*

*6. All workmen will get the basic wages equal to or more than 9300.*

*7. Who so ever will have Basic less than 9300, will get the VDA equal to Rs 500 and who so ever is having the basic more than Rs 9300, VDA amount shall remain Rs 7365 to facilitate more LTA and More retrial benefits.*

*8. Whenever there will be any increase in Basic due to Yearly increase of Canteen in Basic in Jan and increment in April, all other components like, HRA, Medical, PF and Gratuity amount shall also be increased.*

*9. Operator designation in Grade 3 has been given to old operators and new operators will be designated as Assistant Operators.*

*10. New VDA limits of Rs 34 for Quarter Jan to March 2022 and Rs 73 for Quarter April to June 2022 received by Management. Management and Union both agreed to merge the total of Rs 107 with Basic salary one time w.e.f. 1st June 2022. Next time onwards new VDA points shall be added in VDA only till implementation of Agreement 2026.*

*11. Increment Process shall be re-worked and discussed with union before Implementation in the Month of April 2023.*

*12. For the implementation of above agreement, Union and Management agreed that April and May 2022 salary shall remain unchanged as per Feb 2022 settlement. Increment & Arrears has already been given in the month of June 2022 salary. The wages from June 2022 to Sep 2022 shall remain unchanged as it has been given as per the Union Agreement* *dated 22-06-2022 and new amendments as proposed in the Oct. 2022 agreement shall be implemented from 01-Oct-2022 to 31-Dec-2025.*

*13. Other Benefits of Feb 2022 agreement like Birthday gift, Long Service Awards, retirement Benefits, Diwali Gifts, Stitching Charges etc. shall remain unchanged.*"

5. A perusal of the above extracted minutes of the meeting would manifest that even the clauses of Memorandum of Settlement dated 17.02.2022 have been considered therein.

6. At this stage, learned counsel for the petitioner-Union is unable to point out as to which of the clauses of Memorandum of Settlement dated 17.02.2022 are being disputed by the petitioner-Union.

7. Keeping in view the aforementioned facts and circumstances, I am of the considered view that once the matter has been resolved between the parties, wherein even the clauses of Memorandum of Settlement dated 17.02.2022, which the petitioner-Union seeks to get implemented through this writ petition, have also been considered, accordingly, no further orders are required to be passed in the present petition. However in case, petitioner-Union has any grievance against the minutes of meeting dated 11.11.2022, it shall be at liberty to challenge the same before the appropriate Forum, in accordance with law.

8. The present petition is accordingly dismissed.

9. All pending application(s), if any, shall also stand closed.

**08.08.2023** **(HARSH BUNGER)**
*Apurva* **JUDGE**

1. Whether speaking/reasoned : Yes/No

2. Whether reportable : Yes/No