

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION**

WRIT PETITION NO. 14426 OF 2024

Shivgarjana Kamgar Sanghtana ...Petitioner

Versus

M/s Stanley Black & Decker India Pvt. Ltd. ...Respondent

AND

WRIT PETITION NO. 16931 OF 2024

Stanley Black And Decker India Pvt. Ltd. ...Petitioner

Versus

Additional Commissioner Of Labour,
Pune & Anr. ...Respondents

Ms. Seema Chopade a/w T.R. Yadav, Advocate for the Petitioner in
WP/14426/2024 & Respondent No.2 in WP/16931/2024.

Mr. Varun Joshi a/w Mr. Chetan Alai, Mr. Bhushan Bhadgale, Mr.
Ashutosh Karangutkar, Advocate for the Respondent in
WP/14426/2024 & the Petitioner in WP/16931/2024.

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CORAM : RAVINDRA V. GHUGE

&

ASHWIN D. BHOBE, JJ.

DATE : 25th NOVEMBER, 2024

PER COURT :-

1. The submissions of the learned Advocates in these proceedings, were considered on 23rd October, 2024 and today. The

representatives of the Union and the Management are present in the Court.

2. The learned Advocates representing the respective parties have arrived at a consensus. A draft ‘Acceptance Letter’ along with a list of pending 11 matters connected with the charter of demands raised by the Union before us, are annexed to the said draft (3 pages). The draft of ‘Acceptance Letter’ is marked as **‘X-1’** for identification and the list of 11 cases is marked as **‘X-2’** for identification.

3. The parties agree that only one sentence has to be added to ‘X-1’ below the three paragraphs that are set out, as under :

“I would be independently depositing the Union subscription with the Union, depending upon my subsisting membership of a Union.”

4. In view of the above, the members of the Union before us in these proceedings, agree to sign on the said ‘Acceptance Letter X-1’ by adding the above sentence. The President and the Secretary of the Union would sign as witnesses on ‘X-1’, which would be tendered to the Management.

5. From the date of tendering the 'Acceptance Letter X-1' to the Management, the monetary benefits and productivity/efficiency norms, flowing from the settlement dated 1st February, 2023, will be available to such Employees, in as much as, they would be bound by all other conditions set out in the settlement that has been signed between the Management and the Stanley Black and Decker Employees Union, save and except, the auto-deduction of monthly subscription since the Employees before us desire to deposit the said subscription in the account of the Union of their choice.

6. In view of the above, both these **Writ Petitions are disposed off.**

7. Needless to state, the impugned order of the Tribunal stands set aside and the list of cases mentioned in 'X-2', shall be disposed off by the concerned Courts, within a period of 15 days from today.

8. For clarity, we have recorded the statement of the Management made before us that, those Employees who were transferred in relation to the dispute arising out of the cause before us, are presently working at the same place and the transfer orders have lost their efficacy. Hence, such Complaints (ULP) No.56 of 2023, would also be disposed off by the Industrial Court, within 15 days from today.

9. Insofar as the cases pertaining to termination or dismissal of Employees, which are purportedly connected with alleged acts of indiscipline, the parties agree that such cases would be prosecuted on their own merits. Complaint (ULP) No.2 of 2023, stands disposed off in the light of the agreement between the parties before our Court and the Labour Court shall pass an formal order of disposing off the said case as being infructuous, within seven days from today. The Application (IDA) No.35 of 2023 and Application (PWA) No.3 of 2024, may be prosecuted. The Complaint (ULP) No.26 of 2023, filed by the Management, will also be disposed off with a formal order from the concerned Court. In Complaint (ULP) No.59 of 2023, the only issue to be considered by the Industrial

Court is as to whether Mr. Krishna Shahaji Molak was not given 15 days salary after completing five years of service.

(ASHWIN D. BHOBE, J.)

(RAVINDRA V. GHUGE, J.)