



**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD**

907 WRIT PETITION NO. 4743 OF 2020

**DEORAO UMAJI GADE
VERSUS
M/S SIDDHESHWAR SAHAKARI SAKHAR KARKHANA MARYADIT
THROUGH MANAGING DIRECTOR**

.....

909 WRIT PETITION NO. 6029 OF 2020

**JANAKIRAM SHAMRAO SIRSAT
VERSUS
M/S SIDDHESHWAR SAHAKARI SAKHAR KARKHANA MARYADIT**

.....

910 WRIT PETITION NO. 6397 OF 2020

**DHONDIBA THAMAJI KAKADE
VERSUS
M/S SIDDHESHWAR SAHAKARI SAKHAR KARKHANA MARYADIT
THROUGH ITS MANAGING DIRECTOR / MANAGER**

.....

911 WRIT PETITION NO. 6398 OF 2020

**GANGADHAR KISANRAO KALE
VERSUS
M/S SIDDHESHWAR SAHAKARI SAKHAR KARKHANA MARYADIT
THROUGH ITS MANAGING DIRECTOR / MANAGER**

.....

912 WRIT PETITION NO. 6399 OF 2020

**NAMDEO PANDURANG HAWALE
VERSUS
M/S SIDDHESHWAR SAHAKARI SAKHAR KARKHANA MARYADIT
THROUGH ITS MANAGING DIRECTOR / MANAGER**

.....

913 WRIT PETITION NO. 6532 OF 2020

DAMODHAR SHANKAR INGLE
VERSUS
M/S. SIDDHESHWAR SAHAKARI SAKHAR KARKHANA MARYADIT

.....

914 WRIT PETITION NO. 6533 OF 2020

TEJRAO DAGADU SHEJUL
VERSUS
M/S SIDDHESHWAR SAHAKARI SAKHAR KARKHANA MARYADIT
MANIKNAGAR

.....

915 WRIT PETITION NO. 6534 OF 2020

GAJANAN ONKAR GAIKWAD
VERSUS
M/S. SIDDHESHWAR SAHAKARI SAKHAR KARKHANA MARYADIT

.....

916 WRIT PETITION NO. 6535 OF 2020

AMBADAS PANDURANG SHRIKHANDE
VERSUS
M/S SIDDHESHWAR SAHAKARI SAKHAR KARKHANA MARYADIT
THROUGH ITS MANAGING DIRECTOR / MANAGER

.....

917 WRIT PETITION NO. 6536 OF 2020

BABURAO SABNDU TAYDE
VERSUS
M/S SIDDHESHWAR SAHAKARI SAKHAR KARKHANA MARYADIT
MANIKNAGAR THROUGH ITS MANAGING DIRECTOR / MANAGE

.....

918 WRIT PETITION NO. 6537 OF 2020

ANNA BHIMRAO KAKADE
VERSUS
M/S. SIDDHESHWAR SAHAKARI SAKHAR KARKHANA MARYADIT

.....

919 WRIT PETITION NO. 6538 OF 2020

PANDIT DADARAO GAVANDE
VERSUS
M/S SIDDHESHWAR SAHAKARI SAKHAR KARKHANA MARYADIT

.....

920 WRIT PETITION NO. 6539 OF 2020

VILAS NANA TORANMAL PATIL
VERSUS
M/S SIDDHESHWAR SAHAKARI SAKHAR KARKHANA MARYADIT
THROUGH ITS MANAGING DIRECTOR / MANAGER

.....

921 WRIT PETITION NO. 6540 OF 2020

UTTAM BALWANTA SAKHLE
VERSUS
M/S SIDDHESHWAR SAHAKARI SAKHAR KARKHANA MARYADIT
THROUGH ITS MANAGING DIRECTOR / MANAGER

.....

922 WRIT PETITION NO. 6671 OF 2020

EKNATH PANDHARINATH KUMAWAT
VERSUS
M/S. SIDDHESHWAR SAHAKARI SAKHAR KARKHANA MARYADIT

.....

Mr. Ashok A. More, Advocate for the Petitioner

CORAM : R. M. JOSHI, J.

DATE : 18th SEPTEMBER, 2025

P.C. :-

1. In spite of service of notice dated 04/08/2025 for final hearing, learned Counsel for the Respondent has failed to cause appearance. This indicates that the Respondent has no inclination to oppose the Petitions.

2. Facts in the present case which are not in dispute indicate that there was State level agreement executed between the representatives of sugar factory and the workers working in the sugar factories throughout the State of Maharashtra from 01/04/2005 to 31/03/2009, whereby the wage rise of 15% was granted to the workers. Thereafter, another agreement came to be executed between the parties for a period from 01/04/2009 to 31/03/2014. There is further no dispute about the fact that the employees of the Respondent filed different various complaints being Complaint (ULP) Nos.167/2009, 307/2015 and 361/2015.

3. In the instant case, order impugned is passed in Complaint (ULP) No. 307/2015 dated 28/08/2019. The learned Member of the Industrial Court has rejected the complaint essentially on two grounds one is that, there is non execution of the agreement as factory level and that complaint has been filed belatedly. A very same learned Member of the Industrial Court, however, proceeded to pass order in Complaint (ULP) No. 361/2015 which came to be instituted in later point of time allowing the complaint partly and directing payment of wages and the benefits to the Complainants arising from the agreement dated 03/02/2005 and 08/09/2009 within one month from date of order. In this judgment it was specifically observed that there is no dispute about the fact that these agreements are executed at factory level.

4. Learned Counsel for the Petitioner submits that there cannot be different orders in case of the employees of same Respondent. He drew attention of the Court to the order passed by this Court in Writ Petition No. 1919/2022 and others dated 20th August, 2025, wherein the complaints were allowed directing the benefits of the agreement to be paid to the workers within three months from the date of order.

5. At the outset it needs to be recorded that Complaint (ULP) No. 167/2009, 307/2015 and 361/2015 so also other complaints filed in the year 2016 were filed by different sets of workman of Respondent Sugar Factory. There cannot be any dispute with regard to the fact that the State level agreement executed between the representatives of the workman and representatives of the sugar industries were applicable to the Respondent Sugar Factory. There is category finding recorded by the Industrial Court in the judgment dated 03/04/2019 holding that in Complainant (ULP) No. 167/2009 the Respondents have admitted the execution of these agreements. There is no denial of the fact that the judgment and order passed in the Complaint (ULP) No. 167/2009 has not been taken exception by the Respondent. Thus, the said judgment and the finding recorded therein have attained finality.

6. In this backdrop, learned Member of the Industrial Court has refused to grant relief to the Complainant on the ground that there is no such agreement executed at factory level. This observation is contrary

to the available material on record and finding of facts recorded in other complaints in respect of employees of same employer. Similarly, when the complaint has been dismissed on the ground that the same has been filed belatedly, it is pertinent to note that Complainant (ULP) No. 307/2016 was filed on 27/07/2015 whereas the Complaint which is filed in later point of time i.e. on 19/09/2016 came to be allowed.

7. Needless to say that the right accrued in favour of the complainant workman to receive the benefits of the agreement and such right is recurring in nature. In such circumstances, the order of the dismissal of the complaint is not justified. Having considered the afore-stated facts, the learned Industrial Court has clearly fell in error in dismissing the complaint. In view of the judgment dated 30/04/2015 passed in 167/2009, the present petitions deserve to be allowed and accordingly allowing following terms:

(i) Complaint (ULP) Nos. 307/2015, 236/2015, 209/2015, 247/2015, 227/2015, 489/2015, 206/2015, 224/2015, 240/2015, 246/2015, 320/2015, 169/2015, 242/2015, 173/2015 and 216/2015 are allowed. It is held that Respondent has engaged in unfair labour practices under items 6 & 9 of Schedule IV of the M.R.T.U. & P.U.L.P Act and directed to cease and desist from engaging unfair labour practices.

(ii) Respondent is directed to pay wages and benefit to the Petitioners i.e. original Complainants as per the agreements dated 03/02/2005 and 08/09/2009 within a period of three months from today.

8. Petitions stand allowed in above terms.

(R. M. JOSHI, J.)

ssp