



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD

WRIT PETITION NO. 6601 OF 2013

Ramdas Rangnath Sole
Age: 60 years, Occu.: Retired,
R/o Pokhari Karthewadgaon,
Tq. Asti, Dist. Beed

..PETITIONER

VERSUS

1. Shri Jagdamba Sahakari Sakhar
Karkhana Ltd. Rasin
Tq. Karjat, Dist. Ahmednagar
Through its Managing Director

2. The Liquidator,
Shri Jagdamba Sahakari Sakhar
Karkhana Ltd. Rasin
Tq. Karjat, Dist. Ahmednagar

3. Indocom Infrastructure Pvt. Ltd.
Kanshadi House, Yashodhan,
Gen.G.K. Vaidya Road,
Goregaon (E), Mumbai 63

(deleted on 07.03.22.)

..RESPONDENTS

....

Mr. P.V. Barde, Advocate for the petitioner

Mr. V.P. Golewar, Advocate h/f Mr. A.R. Joshi, Advocate for respondent nos.1
and 2

....

CORAM : ABHAY J. MANTRI, J.

DATE : 25th SEPTEMBER, 2025

ORAL JUDGMENT :

1. Rule. Rule is made returnable forthwith and heard finally by the
consent of learned counsel for the parties.

2. The petitioner has filed this petition challenging the legality,
validity, and correctness of the judgment and order dated 09th August 2012

passed by a learned Member of the Industrial Court, Ahmednagar, in Complaint (ULP) No. 147 of 2000, whereby his complaint was dismissed.

3. Heard learned counsel for the petitioner and respondent nos. 1 and 2. Respondent No.3 is deleted from the array of respondents by order dated 07th March, 2022.

4. The facts in a nutshell are as under :-

The complainant was an employee of Respondent No.1 – sugar factory, which is registered under the Factories Act, 1948, and it is an establishment under the Payment of Wages Act, 1936. The petitioner had been working with Respondent No.1 since 1983. In August 2000, he filed the complaint under The Maharashtra Recognition of Trade Unions and Prevention of Unfair Labour Practices, Act, 1971 (for short, '*the Act*') against the Respondent No.1- sugar factory, claiming that he is entitled to the arrears of wages from 01st February 1997 to 11th November 1999, along with fine and interest thereon. It is further contended that Respondent No.1 has illegally deducted the house rent allowance from January 1990 to February 1997. Therefore, he urged for a refund of the said housing allowance amount along with interest to him.

5. Respondent Nos. 1 and 2 filed their say/written statement to the complaint and denied the contents in the complaint in toto. It is contended that from 1997 to 1999, the sugar factory was permanently closed for want of sugarcane, and the factory suffered financial setbacks. The sugar factory was

running heavy losses; therefore, in the year 1999-2000, the management of the sugar factory and the recognised union made an agreement/settlement and agreed to accept the reduced wage structure. Accordingly, the sugar factory commenced its crushing season in 1999-2000. As such, it is contended that based on the agreement/settlement which was made between the management and recognised union, it is binding on all the employees and as such, as per the terms and conditions of the agreement/settlement, the complainant is not entitled to get an amount as claimed by him. It was further contended that nothing is due and payable to the complainant except the amount above. Even otherwise, the complainant is not entitled to any amount as he narrates. No cause of action arose for the complainant to file the complaint. Therefore, they urged dismissing the petition.

6. After considering the pleadings of the parties, the learned Industrial Court framed the issues and, after going through the evidence on record, held that in light of the agreement entered into between the sugar factory and the recognised union, the claim raised by the complainant is contrary to the said agreement. As such, the complainant is not entitled to the claimed amount. Hence, being aggrieved by the same, the complainant has preferred this petition.

7. Learned counsel for the petitioner vehemently contended that the learned Industrial Court neither considered nor appreciated the facts of the case and evidence on record in its proper perspective and erred in holding

that due to execution of the agreement/settlement between the representatives of the recognised union and the sugar factory (management), the applicant is not entitled to claim the relief as prayed. The learned Industrial Court erred in relying on the admission given by the complainant during his cross-examination instead of considering his testimony in examination-in-chief. Lastly, he argued that the petitioner was neither a party to the agreement nor a member of the recognised union, and as such, the agreement was not binding on him. However, the learned Industrial Court has not considered the said fact and erred in holding that, in view of the agreement, the complainant is not entitled to the relief as claimed. Hence, he urged allowing the petition.

8. *Per contra*, learned counsel for the respondents submitted that after considering the material on record, the learned Industrial Court has rightly passed the impugned judgment and order. Therefore, no interference is required in it. He drew my attention to paragraphs 8 and 9 of the impugned judgment and submitted that the learned judge had discussed and dealt with the controversy between the parties. Hence, he urged that the petition be dismissed.

9. At the outset, it appears that the respondent No.1 is not disputing that the complainant was their employee from 19th August 2000. However, they contended that they entered into an agreement with a recognised union in 1999-2000. Therefore, as per Section 18(3)(d) of the Industrial Disputes

Act, 1947 and the proviso to sub-section (1) of the State Amendment to the Act, the complainant is not entitled to claim the relief.

10. I have gone through the impugned judgment. In paragraphs nos. 8 and 9 of the judgment, the learned Judge thoroughly deals with the controversy. In paragraphs nos. 8 and 9, the learned Judge has observed that the complainant does not dispute execution of the agreement between the sugar factory and a representative of the recognised union, nor is it contended that he challenged the said agreement. Therefore, held that the dictum laid down in the case of *Akhil Maharashtra Kamgar Union Vs. Warden & Co. Ltd. And Ors.*, 1996 I CLR 212, *Shobha Laxmn Vaidya V/s State of Maharashtra*, 1992 I CLR 416, *Sanjay Kumar S/o Surendra Kumar Sharma /s C. E. O., Janpad Panchayat Ratlam*, 2010 LLR 1065, are of hardly assistance to the complainant in support of his case.

11. I have gone through Section 18(3)(c)(d) of the Industrial Disputes Act, 1947 and the proviso to sub-section (1) of the State Amendment to the Act. I would like to reproduce the same as under :-

“18. Persons on whom settlements and awards are binding.—

(3) A settlement arrived at in the course of conciliation proceedings under this Act 3 or an arbitration award in a case where a notification has been issued under sub-section (3A) of section 10A or an award of a Labour Court, Tribunal or National Tribunal which has become enforceable shall be binding on—

(c) where a party referred to in clause (a) or clause (b) is an employer, his heirs, successors or assigns in respect of the establishment to which the dispute relates;

(d) where a party referred to in clause (a) or clause (b) is composed of

workmen, all persons who were employed in the establishment or part of the establishment, as the case may be, to which the dispute relates on the date of the dispute and all persons who subsequently become employed in that establishment or part.”

Schedule I to **Section 18 (1)(a)** the following proviso shall be added, namely:-

“Provided that, where there is a recognised union for any undertaking under any law for the time being in force, then such agreement (not being an agreement in respect of dismissal, discharge, removal, retrenchment, termination of service, or suspension of an employee) shall be arrived at between the employer, and the recognised union only; and such agreement shall be binding on all persons referred to in clause (c), and clause (d), of sub-section (3) of this section.”

A bare perusal of the said clauses indicates that the agreement executed between the recognised union and the sugar factory is binding on all the persons referred to clauses (c) and (d) of sub-section (3) of Section 18 of the Act. Whether he has signed the agreement or not, any employee is bound by the said agreement.

12. Considering the above facts and legal position of law, it is apparent that the learned Judge of the Industrial Court has rightly considered the controversy between the parties and held that in view of the execution of the agreement and for non-challenging the same, the complainant is not entitled to the relief as prayed. Moreover, in the absence of a challenge to the agreement, the claim raised by the complainant/petitioner appears contrary to the agreement; hence, it cannot be sustained in the eyes of the law. Learned counsel for the petitioner failed to point out any illegality or

perversity in the impugned judgment and order. On the contrary, the judgment and order passed by the learned Judge of the Industrial Court are justifiable and proper. As a result, the writ petition being devoid of merits, stands dismissed. The rule is discharged.

(ABHAY J. MANTRI, J.)

SSD