

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION**

WRIT PETITION NO. 60 OF 2019

Mumbai International Airport Ltd. ...Petitioner
versus
Union of India & Ors. ...Respondents

**WITH
INTERIM APPLICATION NO. 21 OF 2025
IN
WRIT PETITION NO. 60 OF 2019**

International Human Rights Council
(Human Rights Organization) ...Applicant

IN THE MATTER OF :-

Mumbai International Airport Ltd. ...Petitioner
versus
Union of India,
Ministry of Labour and Employment & Ors. ...Respondents

Mr.Kalpesh Karkera with Mr.Navin Singh for the Applicant.

Ms.Mitra Das with Ms.Jayeeta Das and Mr.Vipul Bilve i/b. Mulla &
Mulla and Craigie Blunt & Caroe for the Petitioner.

Mr.Neel Helekar with Mr.Kanihaiya S. Yadav, Ms.Carina Xavier i/b.
Mr.Ajinkya Jaibhave for Respondent Nos. 1 to 3.

Ms.Varsha Sawant, AGP for the Respondent -State.

**CORAM : RAVINDRA V. GHUGE &
ASHWIN D. BHOBE, JJ.**

DATE : 28th February, 2025

P.C. :-

1. A communication in the capacity of a Principal Employer under the Contract Labour (Regulation & Abolition) Act, 1970 (for short, 'the CLRA Act'), has been issued to the Petitioner, which is the Mumbai International Airport Pvt. Ltd. The subject of the communication is regarding a joint meeting for resolving the long pending issues of unpaid wages and other dues of workers of M/s. Cambata Aviation Pvt. Ltd., Mumbai Airport.

2. It is mentioned in the communication, dated 25th October, 2018, that a meeting took place under the Ministry of Labour & Employment, New Delhi, which was attended by the present Petitioner as a Principal Employer in respect of all the four ground handling agencies appointed by the present Petitioner, that is, M/s. Air India Air Transport Service Ltd. M/s. Cambata Aviation Pvt. Ltd., M/s. Celebi- NAS Airport Service India Pvt. Ltd., and M/s. World Worldwide Freight Services Mumbai Pvt. Ltd. for operating the Chhatrapati Shivaji International Airport, Mumbai. It was further held that the term "concessionary agreement" is nothing but a contract agreement and the said ground handling agencies are

contractors of the present Petitioner in terms of Section 2 (c) of the CLRA Act.

3. The Central Government Industrial Tribunal, Delhi, in a matter between the President, Cambata Aviation Workers Association Vs. CEO, Delhi International Airport (Pvt.) Ltd., it is held that Delhi International Airport (Pvt.) Ltd. is the Principal Employer and it is the duty of the Principal Employer to ensure the compliance of labour laws.

4. In the above backdrop, the Petitioner was advised to ensure compliance of the provisions of Section 21 (4) of the CLRA Act in respect of the 2101 workmen, towards wages amounting to Rs.31,92,51,772/- as per the order issued by Authority under Payment of Wages Act, 1936. The Regional Labour Commissioner (Central), Mumbai, awarded of Rs. 2,94,14,000/- (together with the compensation, a total amount of Rs. 34,86,65,772/-) and a Revenue Recovery Certificate (RRC), was issued which has been filed before the District Collector, Mumbai Suburban District Mumbai for recovery. M/s. Cambata Aviation Pvt. Ltd. was directed to pay this amount. Having failed, the Petitioner as the Principal Employer

under the CLRA Act, has been intimated that it may have to pay the said amount under Section 21 (4) of the CLRA Act. This intimation has been challenged before this Court.

5. By an order dated 2nd November, 2018, interim relief in terms of prayer clause (b) was granted by this Court. Prayer clause (b) reads as under :

“(b) That pending the hearing and final disposal of the present Petition, the effect, operation and implementation of the Impugned Letter dated 25.10.2018 (being Exhibit “A” hereto) be stayed”.

6. While dealing with this Petition, wherein the fundamental issue is as to whether the Petitioner would be the Principal Employer qua M/s. Cambata Aviation Pvt. Ltd., this Court cannot proceed to decide the issue without hearing M/s. Cambata Aviation Pvt. Ltd. If this Petition is to be favourably considered and if the Petitioner is to be declared as not being the Principal Employer, thereby holding that there was no privity of contract between the Petitioner and M/s. Cambata Aviation Pvt. Ltd., such order cannot be passed without hearing M/s. Cambata Aviation Pvt. Ltd. which would be the aggrieved party, without being impleaded.

7. Conspicuously, the Petitioner has not added either M/s. Cambata Aviation Pvt. Ltd. or the Union of the workers, who are the real beneficiaries, as a Respondent. Ultimately, the RRC has been issued, in relation to those workers who have earned those wages and are not being paid in view of the tussle between the Petitioner and M/s. Cambata Aviation Pvt. Ltd., on the point of who is the Principal Employer. Under the provisions of the CLRA Act, in the absence of a Contractor, it would be inappropriate to proceed with this Petition.

8. In view of the above, we direct the Petitioner to add M/s. Cambata Aviation Pvt. Ltd., in relation to whom the RRC has been issued, and the Petitioner desires that this Court should conclude that the Petitioner is not the Principal Employer in relation to M/s. Cambata Aviation Pvt. Ltd., under the provisions of the CLRA Act.

9. As such, we direct the Petitioner to add M/s. Cambata Aviation Pvt. Ltd., as a Respondent with proper postal address. Addition be carried out, within 15 days from today.

10. The learned Advocate for the Petitioner submits, on instructions, that the addition of party would be carried out, within two weeks, along with proper postal address.

11. In view of the above statement, after addition of party, notice be issued to the added Respondent, returnable on **1st April, 2025**.

12. On the returnable date, the issue as to whether the Deputy Chief Labour Commissioner (Central), Mumbai, should be directed to decide the issue of relationship between the Contractor and its employees qua the Petitioner, would be considered.

13. Since the RRC has already been issued and the District Collector, Mumbai Suburban District Mumbai is expected to execute the said RRC, we observe that the District Collector, Mumbai would independently proceed to execute the RRC, as against the Contractor. A progress report would be placed before this Court, on 1st April, 2025.

14. We also direct the Petitioner to add the State Government as a Respondent. Addition be carried out, within the same timeline.

15. If there is any legal impediment and/or any progress made, the same shall be apprised to the Court, on the next date.

16. Insofar as Interim Application No. 21 of 2025 is concerned, the Applicant is an International Human Rights Council (Human Rights Organization). After we considered this Application, we posed a few questions to the learned Advocate for the Applicant. We are informed that none of the workers, which are employed at the Mumbai International Airport Pvt. Ltd. through various agencies, are members of the Petitioner. The Applicant is not a Union registered under the Trade Unions Act, 1926.

17. Section 22 of the Maharashtra Recognition of Trade Unions and Prevention of Unfair Labour Practices Act, 1971 and Section 22 of the Trade Unions Act, 1926 would indicate that this Applicant is not connected with the Industry qua either the Petitioner or M/s. Cambata Aviation Pvt. Ltd. which is purportedly a

Contractor.

18. We are also informed that many of the workers in whose favour orders have been passed under the provisions of the Payment of Wages Act, 1936, are the members of Niswarth Kamgar Sanghatana and that Union has already moved a Chamber Summons for being impleaded in the present proceeding.

19. In view of the above, since the law would permit either the Union to espouse the cause of its members or the members could espouse their own cause by approaching this Court, the present Applicant would have no locus.

20. In view of the above, **the Interim Application is disposed off.**

21. List the Chamber Summons on **1st April, 2025** for consideration along with the Writ Petition.

(ASHWIN D. BHOBE, J.)

(RAVINDRA V. GHUGE, J.)