



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
NAGPUR BENCH : NAGPUR

WRIT PETITION NO. 2889/2024

(Traveltime City Bus Services (Nagpur) Private Limited vs. Rajendra Shyamlal Sarode & another)

WITH

WRIT PETITION NO. 2862/2024

(Traveltime City Bus Services (Nagpur) Private Limited vs. Tameshwar Rambhau Tichkule & another)

AND

WRIT PETITION NO. 2864/2024

(Traveltime City Bus Services (Nagpur) Private Limited vs. Akash Balkrushna Meshram & another)

Office Notes, Office Memoranda of Coram, Court's or Judge's orders
appearances, Court's orders or directions
and Registrar's orders

Shri A.J. Pathak, Advocate for the Petitioner(s)
Shri A.S. Moon, Advocate for the Respondent No. 1
Mrs. S.S. Jachak, Advocate for the Respondent No. 2

CORAM :- M.S. JAWALKAR, J.
JANUARY 27, 2025

(1) Since Writ Petition No. 2889/2024 is treated as lead Petition, the facts and contentions stated in the said Petition are set out for adjudication of the issue involved in all the Petitions and they are being disposed of by this common order.

(2) The facts giving rise for filing of the present Writ Petitions are as under:-

(3) The present Petition is filed by the Petitioner which is a limited Company constituted for the special purpose and under the provisions of the Companies Act, 2013. It is engaged in the business of transportation and also providing allied services to the Nagpur Municipal Corporation for procurement, supply, operation and maintenance of diesel buses in the Nagpur city which are owned by the NMC.

(4) It is submitted that the Petitioner is governed by the Industrial Disputes Act, 1947 (hereinafter referred to as "the said Act") and the Standing Orders framed therein. The Respondent No. 2 i.e. the Commissioner, NMC, by cancelling the contract awarded to M/s. Vansh-Nimay, had awarded the same to the Petitioner to ply the buses on the route i.e. Nagpur to Buttiburi under the contract. It is submitted that Respondent No. 1 was working as a Driver with the erstwhile contractor M/s. Vansh-Nimay. After cessation of the contract, his services were absorbed with the Petitioner concern as indicated by the Municipal Corporation. It is further the case of the Petitioner that another bus operator R.K. Services was facing shortage of drivers to ply the buses on the route allotted to it. In view of the said difficulties, the Petitioner was requested to send the drivers on that route to keep the operations in routine. It is alleged that the

Respondent No. 1 threatened one Rahul Jadhav and asked him not to send the drivers working with the Petitioner on the route operated by R.K. Bus Services. The Respondent No. 2 directed the Petitioner to discontinue the Respondent No. 1 from the operations. Accordingly, he was removed, notice to that effect was displayed and also separate letter was issued to the Respondent No. 1. The Respondent No. 1 tender an unconditional apology for his acts. Thereafter, he had approached to the Commissioner of Labours in conciliation which in turn failed. Thereafter, the reference was sent to the Labour Court bearing No. 37/2018. The Respondent No. 1 had placed on record the Statement of Claims and the Petitioner has filed its written statement to the Statement of Claims. The preliminary objection was raised in the written statement that the provisions of the said Act are not applicable as the Respondent No. 2 being the Municipal Corporation, the Maharashtra Industrial Relations Act, would apply to the Respondent No. 2 – Principal Employer. The Petitioner also moved an Application for answering the reference in negative as the same was not tenable.

(5) The learned Labour Court, after considering the evidence on record, passed an award dated 11/12/2023 and answered the Reference (IDA) No. 37/2018 and directed the Petitioner to pay lump-sum

compensation of Rs. 1,50,000/- in lieu of reinstatement and all consequential relief including the back-wages to the Respondent No. 1.

(6) It is contended that there is no dispute that in view of Section 25-F of the said Act to render the termination illegal, in fact, the Respondent No. 1 has not completed 240 days of continuous service. As such, the order is challenged mainly on the ground that Respondent No. 1 has not completed 240 days of continuous service, and therefore, question of non-compliance of Section 25-F of the said Act would not arise. In addition to it, it is also submitted that there is no application of the said Act to entertain the reference in view of the fact that the Maharashtra Industrial Relations Act would apply to the Respondent No. 2 – Principal Employer i.e. the Municipal Corporation. With this objection, the Petitions are filed.

(7) Learned Counsel for the Respondents vehemently opposed the Petitions on the ground that, in fact, as there was illegal termination, the Respondent No. 1 ought to have been reinstated in the services, however, he has not challenged the order passed by the learned Labour Court and accepted the award granting lump-sum

compensation of Rs. 1,50,000/- in lieu of reinstatement and all consequential relief.

(8) Learned Counsel relied on the judgment of this Court in the case of **Divisional Controller, Maharashtra State Road Transport Corporation, Akola vs. Syed Shabir Jani S/o. Syed Alisaheb, 1997 SCC OnLine Bom 611.**

(9) Heard learned Counsel for the respective parties at length, considered the rival submissions, perused the impugned order and considered the citation relied upon by the learned Counsel.

(10) It is the contention of the Respondent before the learned Labour Court that his services came to be terminated without giving notice and without considering the fact that he had completed 240 days. The learned Labour Court, after appreciating the facts and evidence on record, held that the Employer of the Respondent No. 2 is the Petitioner and reference is maintainable against the Petitioner herein only. It is also held that the Petitioner has illegally terminated the services of the Respondent No. 1. As no relief is claimed against the Respondent No. 2 and from the evidence adduced by the parties also, it was duly proved that the Petitioner is the Employer of the

Respondent No. 1 and the Respondent No. 2 may be the Principle Employer, however, there is no relief claimed against Respondent No. 2, and therefore, it was held that the reference against the Respondent No. 2 – Municipal Council is not maintainable. Insofar as the objection in respect of the Application of the said Act or the Maharashtra Industrial Relations Act is concerned, this aspect is duly covered by the judgment of this Court in the case of **Syed Shabir Jani** (supra), in which at Paragraph No. 3 and 4, it is held as under:-

“3. *The Industrial Disputes Act, 1947 is a Central Act whereas the MRTU & PULP Act is a legislation enacted by the Legislature of the State of Maharashtra. Trade Unions, Industrial and Labour disputes, welfare of labour including conditions of work, social security, employment and unemployment are covered by Entries 22, 23 and 24 of concurrent list of the Constitution of India and as such both the Parliament of India and the Legislature of a State would be competent to enact legislation in respect of the said Entries. MRTU & PULP Act, 1971 was enacted by the State Legislature in the year 1972. The scope and ambit of the Act came up for consideration before the Apex Court in the case of Shramik Utkarsh Sabha v. Raymond Woollen Mills Limited and Ors. 1995 Lab. I.C. 1591 : 1995 (2) L.L.J. 301 : 1995 (70) F.L.R. 884 : 1995 (1) L.L.N. 804. The question which arose in that matter was whether a representative union under the Bombay Industrial Relations Act, 1946 has an exclusive right to represent the employees of the concerned industry in a complaint relating to unfair labour practices under the MRTU and PULP Act other than those specified in Items 2 and 6 of Schedule IV thereof. The*

Apex Court thereafter considered the provisions of the Bombay Industrial Relations Act and the MRTU and PULP Act. The Apex Court noted that the MRTU and PULP Act was enacted to provide for the recognition of trade unions of facilitating collective bargaining for certain undertakings, to state their rights and obligations, to confer certain powers on un-recognised union and to define and provide for the prevention of unfair labour practices and to constitute Courts in this behalf, to provide for to facilitate collective bargaining, recognition of trade unions, to define unfair labour practices and to provide for prevention of unfair labour practices.

4.*It is then observed that considering the provisions of the MRTU & PULP Act and Bombay Industrial Relations Act, it can be said that there is commonality in the objects and their provisions and that the Legislature intended that they operate in tandem and complement each other."*

(11) In view of the judgment of this Court wherein the reliance is placed on the judgment of the Hon'ble Apex Court, both the enactments are complimentary to each other, and therefore, there is no infirmity in the awards by the learned Labour Court. Insofar as the contention of the Petitioner that in view of the Maharashtra Essential Commodities Act, no leniency should be shown to the Respondent No. 1 by granting exorbitant amount of compensation, the learned Counsel for the Respondents submitted that in fact when the act of

the Petitioner terminating the services admittedly without conducting any enquiry is held as bad in law, the Respondent No. 1 ought to have been reinstated along with back-wages, however, as there is no challenge on the part of the Respondent No. 1 to the award passed, it would not be appropriate to decide any other quantum of compensation. As such, there is substantial force in the arguments of the learned Counsel for the Respondents and hold that no interference is warranted in the awards dated 11/12/2023 & 12/12/2023 passed by the learned 4th Labour Court, Nagpur. Accordingly, the Writ Petitions stand **dismissed**. Pending Application(s), if any, stand(s) **disposed of**.

(M.S. JAWALKAR, J.)