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W.P.No.8980 of 2015

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 12.03.2025

CORAM

THE HONOURABLE MR.JUSTICE M.DHANDAPANI

W.P.No.8980 of 2015

And

W.M.P.Nos.39452 and 39456 of 2018

1.The Manager

M/s.Aegon Religare Life Insurance Ltd.

4th Floor, Kalluveetil Teenu Centre,
Court Road, Nagercoil.

2.The State Head

M/s.Aegon Religare Life Insurance Co. Ltd.

3rd Floor, Prabha Complex, 2/1, L.B.Road,
Adyar, Chennai 600 020.

... Petitioner

Vs.

1.N.Suresh Kumar

2.The Central Government Industrial

Tribunal – cum – Labour Court,
Chennai.

... Respondents

Prayer:

Petition filed under Article 226 of the Constitution of India to issue a Writ of Certiorari directing to call for the records pertaining to I.D.No.93 of 2013 on the file of the second respondent and to quash the award dated 19.12.2014 passed by the second respondent in the



W.P.No.8980 of 2015

said I.D.No.93 of 2013.

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For Petitioner : Mr.B.Chandrasekaran
For Respondents : Mr.G.Alagesan for R1
for Mr.S.Arunachalam Associates

ORDER

The petitioner has filed this writ petition seeking issuance of Writ of Certiorari directing to call for the records pertaining to I.D.No.93 of 2013 on the file of the second respondent and to quash the award dated 19.12.2014 passed by the second respondent.

2.The case of the petitioner is that M/s.Aegon Religare Life Insurance Company Limited inorder to expand their business operations at Nagercoil appointed the first respondent to the post of business manager – agency distribution – Nagercoil on probation vide letter dated 05.08.2010 on a salary of Rs.27,407/- approximately per mensum. The first respondent was also explained his role in the company which was to manage and promote business of Life Insurance through agents for distribution and for selling of the petitioner's company's insurance policies to the public at large. The job of the first respondent involved identifying prospective agents, recruiting agents, providing guidance to them and enable and achieve



W.P.No.8980 of 2015

sale targets of the petitioner company.

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3.The further case of the petitioner is that it was the responsibility of the first respondent to resolve the difficulties, doubts of the life advisors and assess their work and recommend regarding their performance to the petitioner company. In essence, the job involves effective management and promotion of business, however, contrary to expectations, the activities of the first respondent had been more of confrontationist and quarrelsome than conducive and supportive of business development. Since the performance of the first respondent was not satisfactory, he was terminated from service vide letter dated 02.12.2010.

4.The further case of the petitioner is that the first respondent admitted his mistakes and accepted the termination and also received the settlement amount, however, he preferred conciliation proceedings and since the conciliation proceedings failed, the matter was referred to Central Government Industrial Tribunal cum Labour Court, Chennai and the same was taken as I.D.No.93 of 2013 and after adjudication, the second respondent passed the impugned order directing the petitioner to reinstate the first respondent in service with 25%



W.P.No.8980 of 2015

backwages, continuity of service and all other attendant benefits.

Challenging the same, the petitioner has filed this writ petition.

5.The learned counsel appearing for the petitioner submitted that the petitioner filed this writ petition on the sole ground that the first respondent is not a workman in terms of Section 2 S of the Industrial Disputes Act.

6.The learned counsel appearing for the petitioner further submitted that unless the first respondent complete probation successfully, he cannot be said to be the employee of the petitioner company and the nature of work offered to the first respondent is in managerial capacity. The job of the first respondent involved identifying prospective agents, recruiting agents, providing guidance to them and enable and achieve sale targets of the petitioner company and hence, he is not an employee in terms of Section 2 S of the Industrial Disputes Act. The learned counsel further submitted that the first respondent also had the power to recruit and the same is proved by the petitioner by marking exhibits Ex.M1 to Ex.M8.

7.In support of his contentions, the learned counsel appearing



W.P.No.8980 of 2015

for the petitioner relied upon the decisions of the Hon'ble Apex Court reported in [2004] Supp. 4 S.C.R. [Mukesh K.Tripathi Vs. Sr. Divisional Manager, LIC and Ors.] and [2015] 4 S.C.R. 186 [Chauharya Tripathi and others Vs. LIC of India and others].

8.Per contra, the learned counsel appearing for the first respondent submitted that the first respondent was appointed on probation as business manager and his nature of job is skilled in terms of Section 2 S of the Industrial Disputes Act. The first respondent was treated as workman and had no power to appoint any person and the job is not a managerial capacity job and the job is to sell insurance policy to the public at large for profit motive and hence it comes under the purview of Section 2 S of the Industrial Disputes Act, thereby, the Labour Court ordered for reinstatement. The learned counsel further submitted that prior to termination, enquiry was not conducted and without conducting enquiry dismissing the first respondent is not sustainable. On the sole ground, the impugned order need not be interfered with.

9.Heard the learned counsel appearing for the petitioner as well as the learned counsel appearing for the first respondent and perused



W.P.No.8980 of 2015

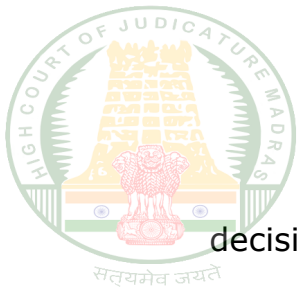
the materials available on record.

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10. Admittedly, the first respondent was appointed to the post of business manager – agency distribution – Nagercoil on probation vide letter dated 05.08.2010 and since his performance was not satisfactory in terms of the order of appointment, his services were terminated on 02.12.2010. The core issue that arise for consideration in this writ petition is whether the first respondent is a workman in terms of Section 2 S of the Industrial Disputes Act.

11. As per the letter of appointment, the nature of the job of the first respondent is to manage and promote business of Life Insurance through agents for distribution and for selling of the petitioner's company's insurance policies to the public at large. Apart from that the job also involved identifying prospective agents, recruiting agents, providing guidance to them and enable and achieve sale targets of the petitioner company. As per the letter of appointment, the first respondent also had the power to recruit and the same is proved by the petitioner by marking exhibits Ex.M1 to Ex.M8.

12. It is useful to extract hereunder the relevant portion of the



W.P.No.8980 of 2015

decisions of the Hon'ble Apex Court reported in **[2004] Supp. 4**

S.C.R. [Mukesh K.Tripathi Vs. Sr. Divisional Manager, LIC and

Ors.] hereunder:

"The Constitution Bench although noticed the distinct cleavage of opinion in two lines of cases but held:

*"These decisions are also based on the facts found in those cases. They have, therefore, to be confined to those facts. Hence the position in law as it obtains today is that a person to be a workman under the **ID Act** must be employed to do the work of any of the categories, viz., manual, unskilled, skilled, technical, operational, clerical or supervisory. It is not enough that he is not covered by either of the four exceptions to the definition. We reiterate the said interpretation."*

The said reasonings are, therefore, supplemental to the ones recorded earlier viz.: (i) They were rendered per incurium; and (ii) May and Baker (supra) is still a good law.



W.P.No.8980 of 2015

WEB COPY

Once the ratio of May and Baker (supra) and other decisions following the same had been reiterated despite observations made to the effect that [S.K. Verma](#) (supra) and other decisions following the same were rendered on the facts of that case, we are of the opinion that this Court had approved the reasonings of May and Baker (supra) and subsequent decisions in preference to [S.K. Verma](#) (supra).

The Constitution Bench further took notice of the subsequent amendment in the definition of 'workman' and held that even the Legislature impliedly did not accept the said interpretation of this Court in [S.K. Verma](#) (supra) and other decisions.

It may be true, as has been submitted by Ms. Jaisingh, that [S.K. Verma](#) (supra) has not been expressly overruled in [H.R. Adyanthaya](#) (supra) but once the said decision has been held to have been rendered per incuriam, it cannot be said to



WEB COPY



W.P.No.8980 of 2015

have laid down a good law. This Court is bound by the decision of the Constitution Bench.

From a perusal of the award dated 28.5.1996 of the Tribunal, it does not appear that the Appellant herein had adduced any evidence whatsoever as regard the nature of his duties so as to establish that he had performed any skilled, unskilled, manual, technical or operational duties. The offer of appointment dated 16.7.1987 read with the Scheme clearly proved that he was appointed as an apprentice and not to do any skilled, unskilled, manual, technical or operational job. The onus was on the Appellant to prove that he is a workman. He failed to prove the same. Furthermore, the duties and obligations of a Development Officer of the Corporation by no stretch of imagination can be held to be performed by an apprentice.

Even assuming that the duties and obligations of a Development Officer, as noticed in paragraph 8 of [S.K.](#)



WEB COPY



W.P.No.8980 of 2015

Verma (supra), are applicable in the instant case, it would be evident that the Appellant herein could not have organized or developed the business of the Corporation without becoming a full-fledged officer of the Corporation. Only an officer of the Corporation duly appointed can perform the functions of recruiting agents and take steps for organizing and developing the business of the Corporation. No area furthermore could be allotted to him for the purpose of recruiting active and reliable agents drawn from different communities and walks of life in view of the categorical findings of the Tribunal that he had been working as an apprentice. If organizing and developing the business of the Corporation and to act as a friend, philosopher and guide of the agents working within his jurisdiction were the primary duties and obligations of a Development Officer, an apprentice evidently cannot perform the same.

We may consider the matter from another angle, viz., the appointment of the



WEB COPY



W.P.No.8980 of 2015

Appellant as an apprentice under the Scheme vis-a-vis the [Apprentices Act, 1961](#).

The expression 'Apprentice' has been included in the definition of 'workman' contained in [Section 2\(s\)](#) of the Industrial Disputes Act, 1947 but by reason of a subsequent Parliamentary legislation, namely, [Apprentices Act, 1961](#) (the 1961 Act), the term 'apprentice' has been defined in [Section 2\(aa\)](#) to mean "a person who is undergoing apprenticeship training in a designated trade in pursuance of a contract of apprenticeship. [Section 18](#) of the 1961 Act provides that apprentices are trainees and not workers save as otherwise provided in the Act. Clauses (a) and (b) of [Section 18](#) of the 1961 Act read thus :

"(a) every apprentice undergoing apprenticeship training in a designated trade in an establishment shall be a trainee and not a worker; and

(b) the provisions of any law with respect to labour shall not apply to or in relation to such apprentice."



WEB COPY



W.P.No.8980 of 2015

The term 'employee' under various labour laws has been defined by different expressions but [Section 18](#) of the 1961 Act carves out an exception to the applicability of labour laws in the event the concerned person is an apprentice as contra-distinguished from the expressions 'worker', 'employee' and 'workman', used in different statutes.

'Apprentice' under the general law means a person who is bound by a legal agreement to serve an employer for an agreed period and the employer is bound to instruct him. In Halsbury's Laws of England, 4th Edn. Volume 16, it is stated :

"586. Form and parties. A contract of apprenticeship is unenforceable if it is not in writing. Usually the contract is effected by deed under which the apprentice is bound to serve a master faithfully in a trade of business for an agreed period and the master undertakes to give the apprentice



WEB COPY



W.P.No.8980 of 2015

instruction in it and either to maintain him or pay his wages. Technical words are not necessary.

An apprentice cannot be bound without his own consent, and consent without execution of the instrument is insufficient. The instrument must be executed by the apprentice himself, for no one else has a right to bind him. In the case of a minor his father or mother or other guardian, although not necessary parties to the contract, usually execute it too in order to covenant for the apprentice's due performance of the contract since, in the absence of a local custom, an apprentice who is a minor cannot be sued on his own covenant. A contract of apprenticeship is binding on a minor only if it is on the whole beneficial to him.

It is not essential that the master should execute a deed of apprenticeship, but where a master had in fact executed one part of an instrument of apprenticeship, a recital in that part of the instrument that the apprentice had bound himself apprentice



WEB COPY



W.P.No.8980 of 2015

to the master is evidence against the master that the apprentice had executed the other part of the instrument. A corporation may take an apprentice."

'Apprentice', as noticed hereinbefore, is defined to mean a person who is undergoing apprenticeship training pursuant to a contract of apprenticeship. How a contract of apprenticeship would be entered into is to be found in sub-section (1) of [Section 4](#) of the 1961 Act. The embargos placed in this regard are: (i) entering into a contract of apprenticeship with a minor in which event the contract must be executed by his guardian; and (ii) on such terms or conditions which shall not be inconsistent with any provision of the Act or any rule framed thereunder.

Furthermore, the apprentice must satisfy the statutory requirements as regard qualification to be appointed as an apprentice.

Training of apprenticeship by reason of sub-section (2) of [Section 4](#) shall be deemed



WEB COPY



W.P.No.8980 of 2015

to have commenced on the date on which the contract of apprenticeship has been entered into under sub-section (1) thereof.

The provisions of the Scheme framed by the Corporation conform to the provisions of the [Apprentices Act](#) and Rules framed thereunder. It is worth noticing that Provident funds and insurance have been specified to be a 'designated trade' within the meaning of [Section 2\(k\)](#) of the Apprentices Act, 1961 by a notification No. G.S.R. 463(E) dated 23rd August, 1975.

The definition of 'workman' as contained in [Section 2\(s\)](#) of the Industrial Disputes Act, 1947 includes an apprentice, but a 'workman' defined under the [Industrial Disputes Act, 1947](#) must conform to the requirements laid down therein meaning thereby, inter alia, that he must be working in one or the other capacities mentioned therein and not otherwise.

We may further notice before the Tribunal a contention was raised by the



WEB COPY



W.P.No.8980 of 2015

Appellant that upon expiry of the period of one year he was appointed as a probationary officer but the said plea was categorically rejected by the Tribunal holding :

"7. The concerned workman has also pleaded that after expiry of one year he was appointed as Probationary Development Officer. No date of issuance of such order has been filed. In its absence the version of the concerned workman is disbelieved and it is held that concerned workman after expiry of apprenticeship was not appointed as Probationary Development Officer. Instead he continued to work as Apprentice."

A 'workman' within the meaning of [Section 2\(s\)](#) of the Industrial Disputes Act, 1947 must not only establish that he is not covered by the provisions of the [Apprenticeship Act](#) but must further establish that he is employed in the establishment for the purpose of doing any work contemplated in the definition. Even in a case where a period of apprenticeship is extended, a further written contract carrying



WEB COPY



W.P.No.8980 of 2015

out such intention need not be executed. But in a case where a person is allowed to continue without extending the period of apprenticeship either expressly or by necessary implication and regular work is taken from him, he may become a workman. A person who claims himself to be an apprentice has certain rights and obligations under the statute.

In case any person raises a contention that his status has been changed from apprentice to a workman, he must plead and prove the requisite facts. In absence of any pleading or proof that either by novation of the contract or by reason of the conduct of the parties, such a change has been brought about, an apprentice cannot be held to be workman.

It is true that the definition of 'workman' as contained in [Section 2\(s\)](#) of the Industrial Disputes Act is exhaustive.



WEB COPY



W.P.No.8980 of 2015

The interpretation clause contained in a statute although may deserve a broader meaning having employed the word 'includes' but therefor also it is necessary to keep in view the scheme of the object and purport of the statute which takes him out of the said definition. Furthermore, the interpretation section begins with the words "unless the context otherwise requires".

In [Ramesh Mehta Vs. Sanwal Chand Singhvi & Ors.](#) reported in 2004 (5) SCC 409, it was noticed :

"A definition is not to be read in isolation. It must be read in the context of the phrase which would define it. It should not be vague or ambiguous. The definition of words must be given a meaningful application; where the context makes the definition given in the interpretation clause inapplicable, the same meaning cannot be assigned.

In [State of Maharashtra v. Indian Medical Assn.](#) one of us (V.N. Khare, C.J.) stated that the definition given in the interpretation clause having regard to the contents would



WEB COPY



W.P.No.8980 of 2015

not be applicable. It was stated : (SCC p.598, para 8)

"8. A bare perusal of [Section 2](#) of the Act shows that it starts with the words 'in this Act, unless the context otherwise requires'. Let us find out whether in the context of the provisions of [Section 64](#) of the Act the defined meaning of the expression 'management' can be assigned to the word 'management' in [Section 64](#) of the Act. In para 3 of the Regulation, the Essentiality Certificate is required to be given by the State Government and permission to establish a new medical college is to be given by the State Government under [Section 64](#) of the Act. If we give the defined meaning to the expression 'management' occurring in [Section 64](#) of the Act, it would mean the State Government is required to apply to itself for grant of permission to set up a government medical college through the University. Similarly it would also mean the State Government applying to itself for grant of Essentiality Certificate under para 3 of the Regulation. We are afraid the defined



WEB COPY



W.P.No.8980 of 2015

meaning of the expression 'management' cannot be assigned to the expression 'management' occurring in [Section 64](#) of the Act. In the present case, the context does not permit or requires to apply the defined meaning to the word 'management' occurring in [Section 64](#) of the Act.'"

In [Sri Chittaranjan Das vs. Durgapore Project Limited & Ors.](#) [1995 (2) CLJ 388], it was opined:

"In my opinion, it is not difficult to resolve the apparent conflict. [Both in the Industrial Employment \(Standing Order\) Act, 1946](#) as also the certified Standing Order of the company the word "including an apprentice" occurs after the word 'person'. In that view of the matter in place of the word 'person', the word 'apprentice' can be substituted in a given situation but for the purpose of becoming a workman either within the meaning of the 1946 Act or the standing order framed thereunder, he is required to fulfil the other conditions laid down therein meaning thereby he is required to be employed in an industry to do the works



WEB COPY



W.P.No.8980 of 2015

enumerated in the said definition for hire or reward, whether the terms of employment be express or implied."

The question as to who would answer the description of the term 'workman' fell for consideration before this Court in [Dharangadhra Chemical Works Ltd. vs. State of Saurashtra and Others](#) [AIR 1957 SC 264], wherein this Court held :

"The essential condition of a person being a workman within the terms of this definition is that he should be employed to do the work in that industry, that there should be, in other words, an employment of his by the employer and that there should be the relationship between the employer and him as between the employer and employee or master and servant. Unless a person is thus employed there can be no question of his being a workman within the definition of the term as contained in the Act."

Yet again in [Workmen of Dimakuchi Tea Estate vs. Management of Dimakuchi](#)



WEB COPY



W.P.No.8980 of 2015

Tea Estate [AIR 1958 SC 353], this Court held :

"A little careful consideration will show, however, that the expression 'any person' occurring in the third part of the definition clause cannot mean anybody and everybody in this wide world. First of all, the subject matter of dispute must relate to (i) employment or non-employment or (ii) terms of employment or conditions of labour of any person; these necessarily import a limitation in the sense that a person in respect of whom the employer-employee relation never existed or can never possibly exist cannot be the subject matter of a dispute between employers and workman. Secondly, the definition clause must be read in the context of the subject matter and scheme of the Act, and consistently with the objects and other provisions of the Act. It is well settled that

"the words of a statute , when there is a doubt about their meaning are to be understood in the sense in which they best harmonise with the subject of the enactment and the object which the



WEB COPY



W.P.No.8980 of 2015

legislature has in view. Their meaning is found not so much in a strictly grammatical or etymological propriety of language, nor even in its popular use, as in the subject or in the occasion on which they are used, and the object to be attained."

(Maxwell, Interpretation of Statutes, 9th Edition, p.55).

For the reasons aforementioned, we are of the opinion that no case has been made out for interference with the impugned judgment. There is no merit in these appeals which are dismissed accordingly. No costs."

13.It is also useful to extract hereunder the relevant portions of the decision of the Hon'ble Apex Court reported in **[2015] 4 S.C.R. 186 [Chauharya Tripathi and others Vs. LIC of India and others]** hereunder:

"9. We have quoted in extenso as the Constitution Bench has declared the pronouncement in [S.K. Verma's](#) case as per incuriam. At this juncture, it is condign to note the position in [Mukesh K. Tripathi](#) (supra)



WEB COPY



W.P.No.8980 of 2015

which has been rendered by the three-Judge Bench that has been *placed reliance upon* by the High Court while deciding the writ petition. In *Mukesh K. Tripathi's* case, the question arose whether the appellant, who was appointed as Apprentice Development Officer, could be treated as a workman. While dealing with the said question, the three-Judge Bench referred to earlier decisions and the Constitution Bench decision in *H.R. Adhyanthya* (supra) and opined that:-

"21. Once the ratio of *May and Baker* (supra) and other decisions following the same had been reiterated despite observations made to the effect that *S.K. Verma* (supra) and other decisions following the same were rendered on the facts of that case, we are of the opinion that this Court had approved the reasonings of *May and Baker* (supra) and subsequent decisions in preference to *S.K. Verma* (supra).

22. The Constitution Bench further took notice of the subsequent amendment in the definition of 'workman' and held that even the Legislature impliedly did not accept the said interpretation of this Court in *S.K. Verma* (supra) and other decisions.



WEB COPY



W.P.No.8980 of 2015

23. *It may be true, as has been submitted by Ms. Jaisingh, that [S.K. Verma](#) (supra) has not been expressly overruled in [H.R. Adyanthaya](#) (supra) but once the said decision has been held to have been rendered per incuriam, it cannot be said to have laid down a good law. This Court is bound by the decision of the Constitution Bench."*

10. *We respectfully agree with the aforesaid exposition of law. There can be no cavil over the proposition that once a judgment has been declared per incuriam, it does not have the precedential value.*

1. *After so stating, the three-Judge Bench did not accept the stand of the appellant therein that he was a workman and accordingly declined to interfere.*

2.

12. *As has been stated earlier, the decision that was pressed into service in the application filed for review is the judgment in [R. Suresh](#). In the said case, the question that was posed in the beginning of the judgment reads thus:*

"2. Whether jurisdiction of the Industrial Courts are ousted in regard to an order of



WEB COPY



W.P.No.8980 of 2015

dismissal passed by Life Insurance Corporation of India, a corporation constituted and incorporated under the [Life Insurance Corporation Act, 1956](#), is the question involved in this appeal which arises out of a judgment and order dated 3.2.2006 passed by a Division Bench of the Kerala High Court at Ernakulam.”

The facts that were the subject matter of the lis in the said case were that the respondent was appointed as a Development Officer of the LIC and a departmental proceeding was initiated against him and eventually he was found guilty in respect of certain charges and was dismissed from service by the disciplinary authority. As an industrial dispute was raised by him, the appropriate Government referred the dispute for adjudication by the industrial tribunal. The tribunal passed an award on 06.02.1993 and reduced the punishment imposed by the employer. The said order was assailed before the High Court in the writ petition. Before the High Court, the decision in [M. Venugopal vs. LIC of India](#)⁹ was cited. The High Court opined that [the said decision](#) was not applicable and placed reliance on the authority in [S.K. Verma](#) (supra). Thereafter the Court referred to the jurisdiction



WEB COPY



W.P.No.8980 of 2015

of the industrial tribunal in interfering with the quantum of punishment and after referring to various provisions of the [Life Insurance Corporation Act, 1956](#), opined that it is a State and on that basis ruled, thus :

"35. The jurisdiction of the Industrial Court being wide and it having been conferred with the power to interfere with the quantum of punishment, it could go into the nature of charges, so as to arrive at a conclusion as to whether the respondent had misused his position or his acts are in breach of trust conferred upon him by his employer.

36. It may be true that quantum of loss may not be of much relevance as has been held in [Suresh Pathrella Vs. Oriental Bank of Commerce](#) [(2006) 10 SCC 572], but there again a question arose as to whether he was in the position of a trust or not."

13. At this juncture, we are obliged to state that the two-Judge Bench referred to the decision in [S.K. Verma](#) (supra) and also stated that they were not unmindful of the principle stated in [Mukesh K. Tripathi](#) (supra). Dealing with the decision in [Mukesh K. Tripathi](#) (supra), the Court said that there the question was whether the Apprentice Development Officer



WEB COPY



W.P.No.8980 of 2015

would be a 'workman' within the meaning of the provisions of [Section 2\(s\)](#) of the Act and observed that 9 (1994) 2 SCC 323 it was not dealing with the case that pertains to an apprentice.

14. Mr. Singh, learned senior counsel appearing for the appellant built the plinth of his argument on the basis of the aforesaid authority with the hope that an enormous structure would come into existence but as we find on a studied and anxious reading of the judgment, we notice that there is no reference to the Constitution Bench decision in [H.R. Adhyanthya](#) (supra) and the two-Judge Bench, though has referred to [S.K. Verma and Mukesh K. Tripathi](#) (supra) but has not taken note of what the three-Judge Bench has said in [Mukesh K. Tripathi](#) (supra) with regard to the precedent and how S.K. Verma's case is no more a binding precedent.

15. In our considered opinion, the decision in [R. Suresh](#) (supra) cannot be regarded as the precedent for the proposition that a Development Officer in LIC is a 'workman'. In fact, the judgment does not say so but Mr. Vasdev, learned senior counsel would submit that inferring such a ratio, cases are being decided by the High Courts and other



WEB COPY



W.P.No.8980 of 2015

authorities. Though such an apprehension should not be there, yet to clarify the position, we may quote few lines from Ambica Quarry Works etc. v. State of Gujarat¹⁰:

"It has been said long time ago that a case is only an authority for what it actually decides, and not 10 AIR 1987 SC 1073 what logically follows from it. (See Lord Halsbury in Quinn v. Leatham, 1901 AC 495)."

In view of the aforesaid, any kind of interference is not permissible but, a pregnant one, it has dealt with the cases of Development Officers of LIC.

16.As we find, the said judgment has been rendered in ignorance of the ratio laid down by the Constitution Bench in [H.R. Adhyanthya](#) (supra) and also the principle stated by the three-Judge Bench in [Mukesh K. Tripathi](#) (supra) that the decision in [S.K. Verma](#) (supra) is not a precedent, and hence, we are compelled to hold that the pronouncement in [R. Suresh](#) (supra) is per incuriam. We say so on the basis of the decisions rendered in [A.R. Antulay v. R.S. Nayak](#)¹¹, [Punjab Land Development &](#)



WEB COPY



W.P.No.8980 of 2015

Reclamation Corpn. Ltd. v. Labour Court¹², State of U.P. v. Synthetics and Chemicals Ltd.¹³ and Siddharam Satlingappa Mhetre v. state of Maharashtra¹⁴.

17. In view of the aforesaid analysis, we conclude and hold that the development officers working in the LIC are not 'workmen' under [Section 2\(s\)](#) of the Act and accordingly we do not find any flaw in the judgment rendered by the High Court."

14. In view of the categorical pronouncement of the decisions rendered by the Hon'ble Apex Court, this Court comes to the conclusion that the first respondent is not a workman in terms of Section 2 S of the Industrial Disputes Act. Hence, the award dated 19.12.2014 made in I.D.No.93 of 2013 by the second respondent is set aside.

15. The writ petition is allowed. No costs. Consequently, connected miscellaneous petitions are closed.

12.03.2025

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Index: Yes/ No

30/32



W.P.No.8980 of 2015

Speaking Order: Yes/ No

NCC: Yes/ No

WEB COPY

To

1.The Central Government Industrial
Tribunal – cum – Labour Court,
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M.DHANDAPANI,J.
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WEB COPY



W.P.No.8980 of 2015

**W.P.No.8980 of 2015
And
W.M.P.Nos.39452 and
39456 of 2018**

12.03.2025