

W.P. Nos.12931 & 20261 of 2020

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IN THE HIGH COURT OF JUDICATURE AT MADRAS

RESERVED ON : 10.02.2025 & 13.03.2025
PRONOUNCED ON : 25.03.2025

PRESENT:

THE HONOURABLE DR. JUSTICE A.D. MARIA CLETE

W.P.No. 12931 of 2020 and 20261 of 2020
and
W.M.P.Nos. 15991, 15993, 18785, 25055 of 2020,
2418 of 2021 and W.M.P.No.15467 of 2022

Airport Authority of India Bhadra Employees Union,
Regn. No. 3469/ CNI,
Rep. by its General Secretary,
No.2/1 Kovur Vaithiyanathan Street,
Chintadripet,
Chennai – 600002.

.....Petitioner in both Wps

Vs.

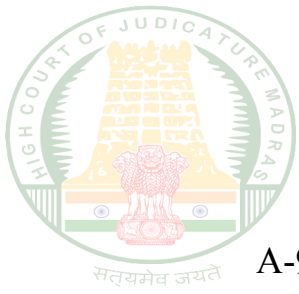
1. Airports Authority of India Ltd,
Rep. by its Airport Director,
Meenambakkam,
Chennai 600 027

.....1st Respondent in
W.P.No.12931/2020

2. Airport Director,
Airports Authority of India Ltd,
Meenambakkam,
Chennai 600 027.

.....1st Respondent in
W.P.No.20261/2020

3. The Management
Bhadra International India Limited,



W.P. Nos.12931 & 20261 of 2020

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A-9, Airlines Office Gallery, 2nd Floor,
Anna International Terminal,
Chennai Airport,
Meenambakkam,
Chennai – 600 027

.....2nd Respondent in both WPs

4. The Chief Executive Officer,
Airport Authority of India Cargo Logistics &
Allied Services Co.Ltd
(An AAI subsidiary)
Hanger No.1,Belmen Building,
Safdarjung Airport,
New Delhi – 110 003.

...3rd Respondent in both WPs

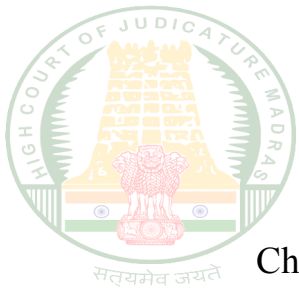
5. The General Manager,
Airport Authority of India Cargo Logistics
and Allied Services Co.Ltd
(AAICLAS)
Integrated Air Cargo Complex,
Chennai Airport,
Meenambakkam,
Chennai – 600 027.

....4th Respondent in both WPs

6. The Regional Labour Commissioner (Central)
No.26, Haddows Road,
Shastri Bhavan,
Chennai – 600 006.

....5th Respondent in WP No. 20261/2020

7. The Presiding Officer,
Central Government Industrial Tribunal cum Labour Court,
Shastri Bhavan,
Nungambakkam,



W.P. Nos.12931 & 20261 of 2020

Chennai – 600 034.

....6th Respondent in WP No. 20261/2020

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8. All India Air Transport Services Limited,

Rep. by its Nodal Officer,

Air India Unity Complex,

Pallavaram, Cantonment,

Chennai – 600 043.

....7th Respondent in WP No.20261/2020

Prayer in W.P.No.12931 of 2020

To issue appropriate Writs, orders or Directions and more particularly issue a writ in the nature of Mandamus, directing the Respondents to pay the difference of wages for the month of March 2020, April 2020 and pay full wages from May 2020 onwards to the members of the petitioner Union, whose names are given in the Annexure 'A' to the Writ Petition, pay the wages in terms of the settlement dated 07.01.2020 entered under Section 12(3) of the Industrial Disputes Act, 1947 and further direct the respondents to renew the entry permit to the 448 employees, whose names are given in the Annexure 'B' to the Writ Petition to enable them to enter the Chennai Airport for doing their regular work and pass such other orders or directions as this Hon'ble Court may deem fit and proper in the circumstances of the case, award costs.

Prayer in W.P.No. 20261 of 2020



W.P. Nos.12931 & 20261 of 2020

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To issue appropriate Writs, Orders or Directions and more particularly issue a Writ in nature of Mandamus, forbearing the Respondent No.1 to 4 and 7 from alerting the service conditions of the members of the petitioner union whose names are given in the Annexure to the Writ Petition in any manner including discontinuance of service or failure to provide employment, including replacing the members of the Petitioner Union with another set of employees termed to be contract employees in any manner without getting prior permission from the 6th Respondent in I.D.No.110 of 2015, which is regarding the non-consideration of the Charter of Demands placed by the petitioner and I.D.No.5 of 2018, which is regarding regularization of the services of the members of the Petitioner Union in the 1st Respondent under Section 33 of the Industrial Disputes Act, 1947 and pass such orders or directions as this Hon'ble Court may deem fit and proper in the circumstances of the case.

Prayer in W.M.P.No.15991 of 2020

To direct the Respondents to provide work and pay wages to the members of the Petitioner Union every month in terms of the Settlement under Section 12(3) of the Industrial Disputes Act, 1947 dated 07.01.2020, pending disposal of the writ petition.

Prayer in W.M.P.No.15993 of 2020

To direct the Respondents to pay the balance wages for the month of March and April 2020 and further direct the Respondents to pay the



W.P. Nos.12931 & 20261 of 2020

wages from May 2020 onwards to the members of the Petitioner Union, whose names are given in the Annexure 'A' to the Writ Miscellaneous Petition, pending disposal of the Writ Petition.

Prayer in W.M.P.No.18785 of 2020

To implead the 5th Respondent / Proposed Respondent No.5 as Party Respondent No.5 in W.P.No.12931 of 2020.

Prayer in W.M.P.No. 25055 of 2020:

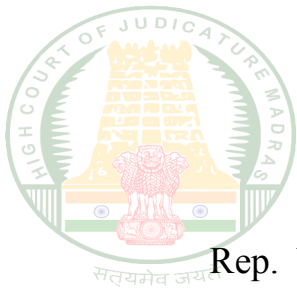
To grant interim injunction restraining the respondent no.1 to 4 and 7 from discontinuing the services of the employees or replace the members of the Petitioner Union with new set of employees or do any act which will alter the service condition or not renewing the entry pass to enter the Chennai Airport, which will result in losing employment of the 879 employees whose names are furnished in the annexure to the petition, pending disposal of the writ petition.

Prayer in W.M.P.No.2418 of 2021

To vacate the injunction granted vide Common Order dated 30.12.2020 in WMP Nos. 25055 of 2020 in WP No. 20261 of 2020

Prayer in W.M.P.No.15467 of 2022

To implead the 8th Respondent viz. "Broadcast Engineering Consultant India limited, A government of India Enterprise – under Ministry of Information and Broadcasting (A mini Ratna Company),



W.P. Nos.12931 & 20261 of 2020

Rep. by its Chairman and Managing Director, No.14B, Ring Road, IP
Estate, New Delhi – 110 002 as Party Respondent No.8 in W.P.No.
20261 of 2020.

For Petitioner : M/s.Balan Haridas and R.Kamatchi Sundaresan,
Advocates
(in both WPs)

For Respondent 2
(in W.P.No.12931/2020) : Not served

For Respondent 1,3,& 4
(in W.P.No.12931/2020) : Dr.Father Xavier Arulraj, SC
for Mrs.A.ArulMary

For Respondent 1
(in W.P.No.20261/2020) : M/s. Harshini Jothiraman and
Ramaswamy Meyyappan,Advocates

For Respondent 2
(in 20261/2020) : M/s. Dr.R.Maheswari &
Dr. N.Vijayakumar,Advocates

For Respondent 3 & 4
(in W.P.No.20261/2020) : M/s. N.P.Vijay Kumar and R.Pradeep,
Advocates



W.P. Nos.12931 & 20261 of 2020

For Respondent 5

(in W.P.No.20261/2020) : Mr.V.Ashok Kumar, Central Govt.
Standing Counsel

For Respondent 6 : Court
(in W.P.No. 20261/2020)

For Respondent 7

(in W.P.No.20261/2020) : M/s. N.G.R.Prasad and
K.Srinivasamurthy, Advocates

COMMON JUDGMENT

Heard.

2. Though the writ petitions were heard on different dates, they involve the same petitioner and seek interrelated reliefs. Therefore, they were consolidated and are being disposed of through this common judgment.

3. The petitioner in both writ petitions is a registered trade union representing the interests of the workmen. It has also entered into a settlement under Section 12(3) of the Industrial Disputes Act with the 2nd respondent on 07.01.2020 before the Deputy Chief Labour Commissioner (Central), Chennai, concerning the service conditions of



W.P. Nos.12931 & 20261 of 2020

the workmen in the 2nd respondent's establishment.

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4. In W.P. No. 12931 of 2020, the petitioner seeks a direction to the respondents to pay the wage differential for March and April 2020 and to disburse full wages from May 2020 onwards to the members of the petitioner union, as listed in Annexure A to the writ petition, in accordance with the settlement dated 07.01.2020. The petitioner prays for a direction to the respondents to renew the entry permits of 448 employees, as detailed in Annexure B, enabling them to access Chennai Airport for performing their regular duties.

5. When the writ petition came up for admission on 21.09.2020, notice was ordered to the respondents. However, the 2nd is yet to be served, despite a fresh notice being issued on 06.03.2024. Notably, the same 2nd respondent is also a party in the 2nd writ petition and is represented by counsel. At the time of admission, this court passed the following order: -

“Learned Counsel for the petitioner states that a representation would be submitted to the concerned authority under the Payment of Wages Act, 1936, regarding non-payment of wages and would take necessary steps to implead him as



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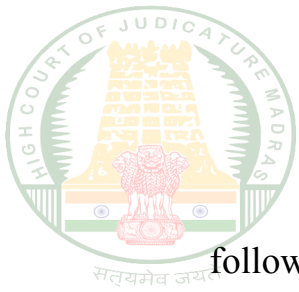
W.P. Nos.12931 & 20261 of 2020

party.

Post the matter under the caption 'Payment of Wages Act cases' after four weeks."

6. In compliance with the Court's direction, the petitioner union filed W.M.P. No. 18785 of 2020 seeking to implead the Regional Labour Commissioner (Central), Chennai, as the 5th respondent in W.P. No. 12931 of 2020. When the matter was heard on 13.02.2024, this Court ordered notice to the proposed 5th respondent and also permitted service by private notice. A copy of the private notice sent by counsel, along with the postal receipt, has been filed. However, there has been no appearance on behalf of the proposed 5th respondent. In any case, the same 5th respondent is already a party in the second writ petition, W.P. No. 20261 of 2020.

7. Upon notice, respondents 1, 3, and 4 have filed a counter affidavit dated 10.03.2025. In the counter affidavit, it is contended that the employees represented by the petitioner union were engaged by the 2nd respondent, a private employer, and that any claims regarding unpaid wages should be pursued before the appropriate forum under the Payment of Wages Act, 1936. Regarding their relationship with the Airport Authority, paragraphs 9 and 10 of the counter affidavit state as



W.P. Nos.12931 & 20261 of 2020

follows:

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“I humbly submit that the 2nd respondent provides manpower and discharged the work as per the contract. While the said employees are recruited and paid by the particular body, the petitioner cannot suddenly claim that they are the employees of AAI for the asking of the petitioner. That apart, the petitioner has no vested right to demand entry passes, where they have no contract with the Airport Authority or the 4th respondent. The security protocol cannot be breached by the petitioner union. The issuance of entry passed are accountable before the BCAS and the petitioner union cannot tamper with the protocol. It is not a fundamental right to be covered under Art.226.

The averment in para 8 that there are many jobs available in the import and export Cargo Division, is not within the domain of this petitioner. There are also other agencies like M/s.BECIL and M/s.AIASL, who are providing services in the cargo terminal. The petitioner has no right to presume and make unfounded statements. The petitioner, cannot interfere in the process of selection and deployment of workers in the Cargo Division and cannot demand the interference of this Hon’ble Court, in respect of the same. The 12(3) settlement is not binding on the 2nd respondent. The AAI and AAICLAS are not a party to the same. The service conditions of the employees of the 2nd respondent cannot be interfered with by the other respondents.”

8. In the typed set of documents filed by the Airport Authority,



W.P. Nos.12931 & 20261 of 2020

a letter dated 12.11.2012 from the 2nd respondent to the Airport

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Authority has also been enclosed, which reads as follows:

“Dear Sir,

This is to confirm that all the employees deployed by BIIL are whole time bonafide employees of the company strictly conforming to the AAI Ground Handling Regulations. We do not employ any contractual labour.

As you will agree that the Management has no say in the naming of any union, AAI Bhadra employees union is not a recognition union. It has neither submitted to us its member list nor the office bearers list. They have not only addressed the letter to Airport Director, AAI, Chennai Airport but have also categorized AAI as the principal employer, which is not the case.

Under the circumstances, we request AAI sends its objection, if required by way of sending legal notice, pointing out the gross violation in using the name of Airports Authority of India while forwarding their name to the Registrar of Trade Union.

The above said Union has till date not communicated with us but seems to have sent you two letters/demands.

Majority of our employees are non-unionized and they confirm that they have no affiliation to the above said Union.”

9. The petitioner union has referred to an industrial dispute, I.D.

No. 5 of 2018, pending before the Central Government Industrial Tribunal, Chennai, wherein it seeks the regularization of its members. To establish that the said industrial dispute has remained pending for the



W.P. Nos.12931 & 20261 of 2020

past seven years, the respondent Airport Authority of India (AAI) has filed a status report. The latest entry in the report indicates that the dispute is scheduled for hearing on 30.05.2025.

10. The counsel for AAI also cited the judgment of the Supreme Court in *Kirloskar Brothers Limited v. Ramcharan & Ors.*, reported in 2023 (1) SCC 463, and specifically referred to the following passages from paragraphs 4.1 to 4.3:

“4.1.....There is no provision under Section 10 of the CLRA Act that the workers/employees employed by the contractor automatically become the employees of the appellant and/or the employees of the contractor shall be entitled for automatic absorption and/or they become the employees of the principal employer. It is to be noted that even the direct control and supervision of the contesting respondents was always with the contractor.

4.2 Under the contract and even under the provisions of the CLRA, a duty was cast upon the appellant to pay all statutory dues, including salary of the workmen, payment of PF contribution, and in case of non- payment of the same by the contractor, after making such payment, the same can be deducted from the contractor’s bill. Therefore, merely because sometimes the payment of salary was made and/or PF contribution was paid by the appellant, which was due to non-payment of the same by the contractor, the contesting respondents shall not automatically become the employees of the principal employer – appellant herein.



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W.P. Nos.12931 & 20261 of 2020

4.3 Even otherwise, as observed hereinabove, in the absence of a notification under Section 10 of the CLRA Act unless there are allegations or findings with regard to a contract being sham, private respondents herein, who are as such the workmen/employee of the contractor, cannot be held to be employees of the appellant and not of the contractor.”

11. Since the petitioner in this writ petition seeks payment of unpaid wages from their employer, this Court, being mindful of the provisions of the *Payment of Wages Act, 1936*, directed the petitioner union to implead the Regional Labour Commissioner (Central), Chennai, as a respondent. He is the notified authority under Section 15 of the Act, empowered to adjudicate claims related to deductions from wages or delays in wage payments, including all incidental matters. Under Section 15(2), a registered trade union is also entitled to represent its members in such claims. The authority also has the power to award compensation in cases of delayed payments. He has to decide the application within 3 months from the date of registration of the claim.

12. When an efficacious remedy is available under the provisions of the Act, it is unclear why the petitioner union has chosen to invoke the writ jurisdiction of this Court. Furthermore, even if the workmen are



W.P. Nos.12931 & 20261 of 2020

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treated as contract labour, as contended by the respondent AAI, they are entitled to claim wages from the principal employer under Section 21(4) of the *Contract Labour (Regulation and Abolition) Act, 1970* (CLRA). In *Indian Airlines v. Central Government Labour Court, New Delhi & Ors.*, reported in 1987 (2) LLJ 512, the Delhi High Court held that workmen can also approach the Labour Court under Section 33C(2) of the *Industrial Disputes Act* for claiming unpaid wages. In that judgment, the Court directed as follows:

“....Thus, the workmen employed by the contractor are entitled to recover their wages and their conditions of service in the same manner as workers employed by the principal employer under the appropriate industrial and labour laws. This means that if the workers directly employed by the petitioner can claim the wages due to them by moving an application under S. 33C(2) of the Act, the workers employed by the contractors are also entitled to claim the wages due to them by moving an application under S. 33C(2) of the Act.”

13. Therefore, the petitioner union has the option to seek redress either before the Payment of Wages Authority under Section 15 of the *Payment of Wages Act, 1936*, or before the jurisdictional Labour Court under Section 33C(2) of the *Industrial Disputes Act* for recovery of unpaid wages and certainly not approach this court for any direction



W.P. Nos.12931 & 20261 of 2020

since appropriate alternative efficacious remedy is available to the workmen. With these observations, the writ petition is liable to be dismissed.

14. During the pendency of the first writ petition, the petitioner filed a second writ petition, W.P. No. 20261 of 2020. In this petition, they seek an order restraining respondents R1, R4, and R7 from altering the service conditions of the union members listed in the annexure to the affidavit, comprising 879 names. They further pray for an injunction against discontinuing their services, failing to provide employment, or replacing them with fresh employees without obtaining prior permission from the sixth respondent, the Central Government Industrial Tribunal (CGIT), in I.D. No. 110 of 2015 (concerning the union's charter of demands) and I.D. No. 5 of 2018 (regarding the regularization of union members' services) under Section 33 of the *Industrial Disputes Act*. When the writ petition came up for admission on 30.12.2020, this Court found a prima facie case for granting interim relief. Accordingly, respondents R1 to R4 were restrained from discontinuing the services of the petitioner union's members, as listed in the annexure, for a period of



W.P. Nos.12931 & 20261 of 2020

two weeks. Further, an interim stay was granted on the communication dated 22.12.2020 concerning Chennai and Kolkata Airports. The respondents were further directed to facilitate the issuance of security passes or fulfill any other necessary requirements to enable the second respondent, Bhadra International Pvt. Ltd., to continue providing cargo and ground handling services.

15. When the writ petition was taken up on 08.01.2021, the interim stay was extended until 20.01.2021. Subsequently, on 20.01.2021, it was further extended until 04.02.2021. On 04.02.2021, the stay was continued until 12.02.2021, and on 24.02.2021, it was extended until 05.03.2021. Thereafter, on 04.03.2021, the interim order was further extended until 16.03.2021. On 17.03.2021, the stay was once again extended for two more weeks. Subsequently, on 01.04.2021, it was extended until 07.04.2021, and on 23.04.2021, it was continued until 02.06.2021. Finally, on 23.07.2021, the interim stay was extended until 25.08.2021.

16. Against the interim order granted on 30.12.2020, the first respondent, Airport Authority, filed a miscellaneous petition in W.M.P.



W.P. Nos.12931 & 20261 of 2020

No. 2418 of 2021, seeking to vacate the interim order, which remains pending. The first respondent contends that, with respect to Chennai Airport, the contract for ground handling services has been awarded to *M/s. Las Ground Force Pvt. Ltd.*, located at 301, The Glacis Tower, Above IndusInd Bank, Linking Road, Khar West, Mumbai – 400052, for a period of ten years, as per the order dated 12.01.2021. Similarly, for Kolkata Airport, the first respondent, by order dated 11.01.2021, awarded the ground handling services to *M/s. Indo Thai Airport Management Services Pvt. Ltd.*, located at 5, JBS Halden Avenue, Silver Arcade, 2nd Floor, Room No. 52, Kolkata – 700105.

17. Notwithstanding the non-extension of the stay order, learned counsel for the petitioner relied on the judgment of this Court in *K. Jayaraman v. Union of India & Ors.*, reported in 2023 (1) Writ LR 334, and contended that the interim stay would continue to remain in force and that the provisions of Article 226(3) would not be applicable.

18. It is pertinent to note that, alongside the writ petition filed by the petitioner union, the second respondent contractor also filed W.P. No. 20314 of 2020, seeking the following relief:



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W.P. Nos.12931 & 20261 of 2020

“Writ Petition filed under Article 226 of the Constitution of India praying for issuance of Writ of Certiorarified Mandamus, to call for the records of the 1st respondent relating to the impugned communications bearing No.AV-24011/8/2017-AAI-MOCA-Part (1) dated 22.12.2020 issued by Respondent No.1 and quash the same and consequently direct the respondents to renew the Airport Entry Passes of the ground handling staff of the petitioner at Chennai and Kolkata Airports at least until 30.06.2021 or till such time that the duly selected ground handling agencies appointed by the respondents operationally take over for Chennai and Kolkata Airports pursuant to open tender process in terms of Regulation 3(4) of the Ground Handling Regulations, 2018, whichever is later”

19. After multiple extensions of interim orders, the writ petition filed by the second respondent was taken up for final disposal on 16.06.2021 and was dismissed by an order of the same date. The Court held that the license granted to the 2nd respondent was determinable, and in paragraph 28, it was observed as follows:

“28. A reading of the License Agreement makes it very clear that it is determinable one. Once it is determined in accordance with the contractual terms, it is always open to the parties to the Agreement to challenge the same as per the terms and conditions provided in the Agreement. The contention of the learned Senior Counsel appearing for the petitioner that it is violative of Article 14 of the Constitution cannot be accepted for the reason that the petitioner's License Agreement by itself lapsed on



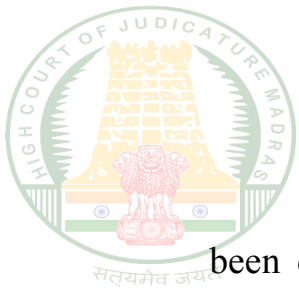
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W.P. Nos.12931 & 20261 of 2020

22.09.2020. Secondly, he has not chosen to challenge the termination notice given by the respondents as early as on 12.02.2018 which was periodically extended after termination of the License in terms of 2017 Regulations as well as 2018 Regulations. It was extended by communication dated 19.06.2018, 04.06.2019, 14.10.2019 and 17.03.2020. The petitioner could have chosen to challenge the termination then and there. Having failed to challenge the termination and having failed to submit his bid to participate in the tender process, the petitioner cannot complain of violation of equality. The petitioner at his option has not chosen to participate in the tender process and therefore, he cannot claim any equal treatment.”

20. Following the dismissal of W.P. No. 20314 of 2020, filed by the 2nd respondent, the petitioner union filed W.M.P. No. 15467 of 2022, seeking to implead *M/s. Broadcast Engineering Consultants India Limited*, a Government of India enterprise under the Ministry of Information and Broadcasting (a Mini Ratna company), represented by its Chairman and Managing Director, located at No. 14B, Ring Road, IP Estate, New Delhi – 110 002, as the 8th respondent. The petitioner union alleged that the 1st respondent had inducted the 8th respondent for manpower supply and that employees were coerced either to accept their full and final settlement from the erstwhile second respondent or to join the 7th respondent. It was further contended that most employees had



W.P. Nos.12931 & 20261 of 2020

been discontinued without obtaining prior permission from the CGIT, where two industrial disputes were pending. It was also stated that 90 employees had not been provided employment since March 2020. The application is yet to be ordered.

21. On behalf of the 7th respondent, a counter affidavit dated Nil, January 2021, was filed, denying the allegations made by the petitioner union. It was stated that, due to the COVID-19 pandemic, regular flight operations were suspended, and Air India was operating only under the *Vande Bharat Mission*, for which ground handling services were exclusively carried out by the 7th respondent. Foreign carriers were not permitted to operate normal passenger flights, and only limited services were allowed. The 7th respondent further stated that it was fully equipped with both manpower and equipment to meet the requirements of carriers operating at Indian airports and that it had a presence in all airports across the country. It was also stated that the 2nd respondent was not engaged in ground handling operations or other dependent activities. In response, the petitioner union filed a reply affidavit dated 19.01.2021, refuting these claims.



W.P. Nos.12931 & 20261 of 2020

22. This brings us to the issue of the two pending industrial disputes raised by the petitioner union. In the first dispute, *I.D. No. 110 of 2015*, pending before the 6th respondent, CGIT, the reference made by the Central Government under Section 10(1) of the *Industrial Disputes Act* by order dated 13.07.2015 was as follows:

“No.L-11011/9/2015 (IR(M)): Whereas the Central Government is of the opinion that an industrial dispute exists between the employers in relation to the management of Airport Authority of India, and their workmen in respect of the matters specified in the Schedule hereto annexed; And whereas the Central Government considers it desirable to refer the said dispute for adjudication.

Now therefore, in exercise of the power conferred by clause (d) of sub-section (1) and sub-section(2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby refers the said dispute for adjudication to the Cent.Govt.Indus.Tribunal-cum-Labour Court, Chennai. The said Tribunal shall give its award within a period of three months.

The Schedule

“Whether the action of the management of Bhadra International (India) Pvt.Ltd., Chennai regarding not considering the charter of demands placed by the petitioner union for implementation is justifiable or not? If not, to what relief the workman is entitled to?”

23. In the second industrial dispute raised by the petitioner union, which was registered as *I.D. No. 5 of 2018* and is pending before the 6th



W.P. Nos.12931 & 20261 of 2020

respondent, CGIT, the reference made by the Central Government under

Section 10(1) of the *Industrial Disputes Act* by order dated 30.01.2018

was as follows:

“No.L-11011/8/2017 (IR(M)): Whereas the Central Government is of the opinion that an industrial dispute exists between the employers in relation to the management of M/s Airport Authority of India, and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now therefore, in exercise of the power conferred by clause (d) of sub-section (1) and sub-section(2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby refers the said dispute for adjudication to the Cent.Govt.Indus.Tribunal-cum-Labour Court, Chennai. The said Tribunal shall give its award within a period of three months.

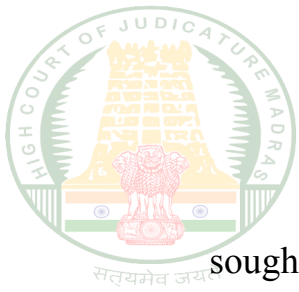
The Schedule

“Whether the demand of the Union (Airport Authority of India Bhadra Employees’ Union (AITUC) for regularization of the 794 workmen (as per Annexure – A) by Airports Authority of India is justified? If not, to what relief are the workmen entitled to?”

24. In both disputes, the petitioner union has filed its claim statements.

In *I.D. No. 110 of 2015*, the claim is solely against the 2nd respondent,

and the 1st respondent has not been made a party, nor has any relief been



W.P. Nos.12931 & 20261 of 2020

sought against it. However, in *I.D. No. 5 of 2018*, the petitioner union has included both the 1st and 2nd respondents as parties in its claim statement. It is undisputed that both disputes remain pending.

25.If there is any infraction of Section 33 of the *Industrial Disputes Act*, for which relief has been sought in this writ petition, the petitioner union has an available remedy under Section 33A of the Act by filing a complaint before the 6th respondent, CGIT, and seeking appropriate relief. At present, the petitioner union alleges that the 1st respondent, by entering into a new contract, is attempting to alter the service conditions, including the employment of its members, thereby attracting the provisions of Section 33.

26. It is relevant to refer to the judgment of the Supreme Court in *Jaipur Zila Sahakari Bhoomi Vikas Bank Ltd. v. Ram Gopal Sharma & Ors.*, reported in 1994 (6) SCC 522, wherein a Constitution Bench held that any infraction of Section 33 of the *Industrial Disputes Act* renders the action void *ab initio*, emphasizing that the provisions of Section 33 are mandatory in nature. Therefore, the petitioner union has the option to seek appropriate relief before the 6th respondent, CGIT, or pursue any



W.P. Nos.12931 & 20261 of 2020

other legal recourse available for the alleged violation of Section 33.

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27. In the common counter affidavit filed by the 1st respondent, a similar contention has been raised, in addition to arguments on the merits of the case. In any event, when a statutory remedy is available for any violation under Section 33 of the *Industrial Disputes Act*, this Court need not issue a direction to the employer to comply with the provision in anticipation of a potential infraction. A writ of *mandamus* cannot be issued merely to advise the employer to act lawfully. Furthermore, considering that the petitioner union initially aligned itself with the 2nd respondent regarding the ground handling license and that their writ petitions were subsequently dismissed, it would be inappropriate to sustain the present writ petition based on a speculative grievance.

28. In the result, both W.P. No. 12931 of 2020 and W.P. No. 20261 of 2020 are dismissed with the observations rendered above. No costs. Consequently, all pending miscellaneous petitions, namely W.M.P. Nos. 15991 of 2020, 15993 of 2020, 18785 of 2020, 25055 of 2020, 2418 of 2021, and 15467 of 2022, are also dismissed.



W.P. Nos.12931 & 20261 of 2020

25.03.2025

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Index: Yes / No

Speaking Order / Non-speaking Order

Neutral Citation : Yes / No

To

1. The Regional Labour Commissioner (Central)
No.26, Haddows Road,
Shastri Bhavan,
Chennai – 600 006.
2. The Presiding Officer,
Central Government Industrial Tribunal cum Labour Court,
Shastri Bhavan,
Nungambakkam,
Chennai – 600 034.



WEB COPY



W.P. Nos.12931 & 20261 of 2020

DR. A.D. MARIA CLETE, J

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Pre-Delivery Judgment made in
W.P.No. 12931 of 2020 and 20261 of
2020 and
W.M.P.Nos. 15991, 15993,
18785, 25055 of 2020,
2418 of 2021 and
W.M.P.No.15467 of 2022

25.03.2025