



IN THE HIGH COURT OF JUDICATURE AT MADRAS

WEB COPY

DATED : 23.04.2025

CORAM

THE HON'BLE Mr. JUSTICE M.DHANDAPANI

**W.P. No. 32766 of 2019
and WMP. No.33191 & 33193 of 2019**

M/s.Superfil Products Ltd.,
Rep. By its Managing Director,
S.Narayan,
R.S.No.28-8/12, Mangalam Road,
Mangalam Post,
Villianur Commune,
Puducherry – 605 110.

... Petitioner

-VS-

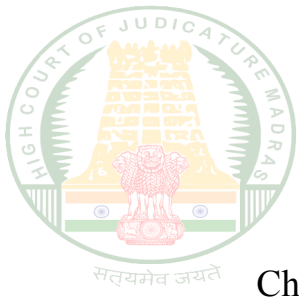
Superfil Products Workers Union,
Rep. By its President,
R.S.No.28-8/12, Mangalam Road,
Mangalam Post,
Villianur Commune,
Puducherry – 605 110.

... Respondent

Prayer:- Writ Petition filed under Article 226 of the Constitution of India, 1950, praying to issue a Writ of Certiorari calling for the records and quash the award dated 22.03.2018 passed by the learned Industrial Tribunal cum Labour Court, Puducherry in ID.(T) No.02/2011.

For Petitioner : Mr.Prasad Vijayakumar

For Respondent : Mr.P.R.Thiruneelakandan



ORDER

WEB COPY

Challenging the award dated 22.03.2018 passed by the learned Industrial Tribunal cum Labour Court, Puducherry in ID.(T) No.02/2011, the petitioner has filed the present writ petition.

2. It is the case of the petitioner that the Management of the petitioner and the respondent Union were engaged in negotiations regarding wages and other benefits to the workers which culminated into a settlement on 12.11.2008 pursuant to Section 12(3) of the Industrial Disputes Act, 1948. In the settlement, it was expressly stated that the terms of the settlement and all the concessions referred and recorded in it would be applicable only in respect of 43 confirmed workmen as on date of signing of the settlement and the names of those 43 workmen were included in the settlement. After signing the settlement and obtaining the increased wages and other concessions, the respondent Union raised a dispute before the Industrial Tribunal, Puducherry. The Tribunal vide its order dated 22.03.2018 directing the petitioner Management to give privileged leave and pay revision to the said six workers from the date of settlement on par with the permanent workers by giving the benefits of 12(3) settlement. Challenging the said order, the petitioner Management has filed the present writ petition.



WEB COPY

3. The learned counsel for the petitioner submitted that the Tribunal erred in not noticing that the respondent union had signed and agreed to the terms set out in 12(3) settlement especially that it would not apply to the 6 probationers who were not yet confirmed but subsequently sought to extend those concessions and terms to those 6 probationers as well after they were confirmed. The respondent union cannot be allowed to approbate and reprobate and change their stand to suit negotiations to include those 6 probationers as well and having chosen not to do so, cannot now seek to include them and with malafide intention have raised the present dispute to include the 6 future incumbents as well.

4. The learned counsel further submitted that the Section 12(3) settlement is applicable to the trainees and probationers as well when they were expressly excluded. The Tribunal also failed to observe that the settlement dated 12.11.2008 is signed by the respondent Union expressly agreeing that the settlement applies only to the 43 confirmed workers and not the other 6 persons. The petitioner has a prima facie case and balance of convenience is also in its favour. Without considering the entire facts, the Tribunal has passed the award in favour of the respondent, which has to be quashed.



WEB COPY 5. The learned counsel for the first respondent submitted that the issued involved in the present dispute is one of the fundamental issues governing industrial relations between the employer and the employee. All the 6 workmen involved in the present dispute have joined duty in the petitioner Management on 21.04.2005. They were initially inducted as Management Trainees on a consolidated wage of Rs.1800/- per month. It is most unfortunate that the petitioner kept the 6 workmen as management trainee till 31.12.2006 and thereafter, enrolled them on probation from 01.01.2007 till 31.12.2008. The petitioner extracted 4 years of regular work on par with all the confirmed workers as trainee and probationer on a meager salary which was far lower than what was paid to the confirmed workers in the same category.

6. The learned counsel further submitted that on 12.11.2008, the petitioner entered into a settlement with the respondent wherein the wage for all the confirmed workers were revised. But the petitioner fixed the consolidated pay of Rs.3250/- to 6 workers which was very low . The petitioner had discriminated the 6 workers by paying them lower salary. After considering all the facts, the Tribunal passed award, which is perfectly in order and the same needs no interference.



WEB COPY

7. Heard the learned counsel for the petitioner and the learned counsel for the respondent and perused the materials placed on record, apart from the pleadings of the parties.

8. The facts of the case are not in dispute. The six persons who are the members of the respondent Union, appointed as temporary workmen in the year 2005. Admittedly, there was a 12(3) settlement between the petitioner and 43 confirmed workmen dated 12.11.2008. As per the settlement, all the terms and conditions will be applicable only in respect of 43 confirmed workmen as on date of signing the settlement. Admittedly, as on date of the settlement, six persons who the members of the respondent Union are not permanent employees. When such specific clause available in the 12(3) settlement, the probationer and future incumbents are not eligible to avail such benefits. In the present case, admittedly, the six employees are probationers or future incumbents, they are not entitled for the benefits as per 12(3) settlement dated 12.11.2008 and the reference itself makes it clear that whether the six persons are covered under 12(3) settlement or not. The Tribunal has to confine the reference made by the Government. The Tribunal cannot rather go beyond the reference made by the Government. In the present case, contrary to the



settlement, beyond the jurisdiction, the Tribunal granted relief in favour of the

six temporary workmen which is not sustainable and the same is liable to be set aside. Accordingly, the impugned award dated 22.03.2018 in ID(T) No.02/2011 passed by the Industrial Tribunal is set aside.

9. In the result, the writ petition is allowed. No costs. Consequently, connected miscellaneous petitions are closed.

23.04.2025

rli

Index: Yes/No

Internet: Yes/No

Speaking /Non-speaking order

Neutral Case Citation : Yes/No

To

The Industrial Tribunal cum Labour Court, Puducherry



WEB COPY



M.DHANDAPANI, J.

Rli

W.P. No. 32766 of 2019

Dated : 23.04.2025