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W.P No. 32851of 2023

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 05.11.2025

CORAM

THE HONOURABLE MR.JUSTICE HEMANT CHANDANGOUDAR

W.P No. 32851of 2023

The Vellore and Tiruvannamalai District

Consumer Cooperative Wholesale Stores Employees Union,

Rep. By its President

R.Kothandan, AITUC

Reg. No. 43/NAT

No. 37, Thennamara Street,

Vellore, Vellore District.

..Petitioner

Vs

The Management

The Vellore District Consumers Cooperative

Wholesale Stores Ltd.,

Rep by its Managing Director,

No.32, Anna Salai,

Vellore 632001.

..Respondent

Writ Petition is filed under Article 226 of Constitution of India, praying for issuance of a Writ of Certiorarified Mandamus, calling for the concerned records relating to the order in C.P.No. 70 of 2022 passed by the Principal Labour Court, Vellore, quash the order of the Principal Labour Court, Vellore, in C.P.No. 70 of 2022 dated 22.09.2023 as illegal, arbitrary and contrary to law and consequently direct the respondent to pay Rs.2,34,25,775/- to the 86 employees/legal heirs of the employees, whose names and details are given in the Annexure I and Annexure III to the writ petition of the amount indicated in the Annexure III and pass such other orders.



For Petitioner : Mr. Balan Haridas

For Respondent : Mr. R. Dhalapathy Vignesh Kumar

ORDER

The captioned Writ Petition has been filed seeking the issuance of a Writ of Certiorari to quash the order dated 22.09.2023 passed by the Principal Labour Court, Vellore in C.P. No. 70 of 2022. By the said order, the Labour Court dismissed the application filed by the petitioner under Section 33(C)(2) of the Industrial Disputes Act, 1947 (for brevity, “the Act”).

2. The petitioner–Union filed a claim petition under Section 33(C)(2) of the Act claiming that 86 persons, as listed in Annexure–III to the claim petition, were workers employed in the respondent–establishment and were covered under the settlement deeds dated 26.06.2009 and 24.10.2011 entered into between the petitioner–Union and the respondent–Establishment. It was therefore contended that the said workers were entitled to revised wages for the period from 01.04.2008 to 31.12.2011.

3. The petitioner–Union alleged that the revised wages due to 86 workers for the aforesaid period, as per the terms of the settlements, had not been paid. Consequently, the Union filed a claim petition in C.P. No. 70 of 2022 under Section 33(C)(2) of the Act. The Labour Court dismissed the claim petition both



W.P No. 32851 of 2023

on the ground of limitation and on the ground that the petitioner–Union had failed to establish the basis for the claim towards the difference in wages by adducing material evidence.

4. Mr. Balan Haridas, learned counsel for the petitioner, submitted that similarly situated persons had been extended the benefit of revised arrears of wages, and that the said issue had attained finality before this Court in W.P. No. 18990 of 2019 by order dated 19.04.2021. He further submitted that the Labour Court, without considering the said decision, erroneously dismissed the claim petition on the ground of limitation. Hence, he prayed for setting aside the impugned order and allowing the application filed under Section 33(C)(2) of the Act.

5. In response, Mr. R. Dhalapathy Vignesh Kumar, learned counsel for the respondent, submitted that the arrears of revised wages had already been paid to the petitioner–Union, and that the application under Section 33(C)(2) was barred by limitation. It was contended that the Labour Court had considered all relevant aspects in the proper perspective and rightly dismissed the claim petition. Therefore, in the absence of any illegality or infirmity in the impugned order, the writ petition is devoid of merit and liable to be dismissed.



W.P No. 32851 of 2023

6. The arguments advanced by the learned counsel for both parties and the materials placed on record have been duly considered.

7. It is an admitted fact that the petitioner–Union had entered into settlements with the respondent–Establishment under Section 12(3) of the Act, vide settlements dated 26.06.2009 and 24.10.2011. As per the terms of the said settlements, the workmen, including the workmen here, were entitled to revised wages for the period from 01.04.2008 to 31.03.2013.

8. The petitioner–Union had earlier filed an application under Section 33(C)(2) of the Act in C.P. No. 99 of 2017. The Labour Court, by order dated 28.02.2019, allowed the said application and directed the respondent to pay a sum of Rs.65,70,600/- towards arrears of revised wages to the Union on behalf of the employees listed in the calculation memo dated 28.11.2018. The said order was challenged by the respondent before this Court in W.P. No. 18990 of 2019. A Coordinate Bench of this Court, by order dated 19.04.2021, dismissed the writ petition and confirmed the order passed by the Labour Court, while denying the interest component if the amount was paid within the stipulated time.



W.P No. 32851 of 2023

9. The Coordinate Bench, in the aforesaid order, observed that two settlements were entered into on 26.06.2009 and 24.10.2011, and that the claim was made only in the year 2017. The Bench held that the contention of the management regarding limitation was untenable in view of the judgments of the Hon'ble Supreme Court in *Bombay Gas Company Ltd. v. Gopal Bhiva and Others* [1963 (2) LLJ 608] and *Chief Mining Engineer, East India Coal Co. Ltd. v. Rameswar and Others* [(1968) 1 LLJ 6 (SC)], wherein it was held that the period of three years' limitation is not applicable to claims made under Section 33(C)(2) of the Act. The said order has attained finality and has already been implemented.

10. In the present case, the Labour Court dismissed the claim petition on the ground that the petitioner–Union had not established the basis of the claim with material evidence. However, the petitioner–Union had annexed the calculation memo along with the claim petition, which was not disputed by the respondent–Establishment, except for the defence that the entire arrears of revised wages had already been paid. Except for this contention, the respondent–Establishment did not produce any material evidence to substantiate that the workers had actually received the entire revised wages due to them under the relevant settlements. Furthermore, the respondent–Establishment



W.P No. 32851 of 2023

failed to file any counter affidavit or produce documentary proof to establish that the arrears of revised wages were fully paid to the workmen.

11. The Labour Court also dismissed the application as being barred by limitation. This Court, in the aforesaid W.P. No. 18990 of 2019, has categorically held that the threecyear limitation period is not applicable to applications filed under Section 33(C)(2) of the Act. Since the petitioner–Union in the present case is claiming arrears of revised wages under the very same settlements which were the subject matter of the said writ petition, the finding of the Labour Court that the claim is barred by limitation is unsustainable and liable to be set aside.

12. In light of the foregoing discussion, this Court is of the considered view that the workers listed in Annexure–III to the claim petition are entitled to the arrears of revised wages for the period from 01.04.2008 to 31.12.2011, as set out in Annexure–III to the claim petition. Accordingly, the following order is passed:

(i) The Writ Petition is allowed.

(ii) The impugned order dated 22.09.2023 passed by the Principal Labour Court, Vellore in C.P. No. 70 of 2022 is set



W.P No. 32851 of 2023

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aside, and consequently, the application filed under Section 33(C)(2) of the Industrial Disputes Act, 1947 is allowed.

(iii) The respondent is directed to pay the amount due to each of the workmen as set out in Annexure–III to the claim petition within a period of four (4) months from the date of uploading of this order on the official website of this Court.

(iv) In the event the respondent–Establishment fails to pay the said amount within the stipulated time, the workmen listed in Annexure–III shall be entitled to interest at the rate of 6% per annum on the said amount from the date of default till the date of actual realization.

(v). No costs.

05.11.2025

Index : Yes/No

Internet : Yes/No

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HEMANT CHANDANGOUDAR, J.

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WEB COPY



W.P No. 32851of 2023

W.P No. 32851 of 2023

05.11.2025