



W.P.No.34430 of 2022

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DATED : 25.09.2025

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THE HONOURABLE MR.JUSTICE HEMANT CHANDANGOUDAR

W.P.No. 34430 of 2022

M.Sakthivel
S/o.P.Murugan

... Petitioner

vs.

The Management
Weg Industries India (Pvt.) Ltd.,
Plot No.E20,
Moranapalli Village
SIPCOT-II,
Hosur - 635 109
Krishnagiri District.

... Respondent

Writ Petition filed under Article 226 of the Constitution of India seeking a Writ of Certiorarified Mandamus, calling for the records from the Labour Court - Hosur relating to the impugned award of the Labour Court - Hosur dated 24th March 2022 in I.D.No.116 of 2019 and quash the same and direct the respondent Management to re-instate the



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petitioner in service with full back-wages, continuity of service and all other attendant service benefits, award costs.

For Petitioner : Mr.R.Rajaram
For Respondents : Mr.Vijayan
of M/s.King & Partridge

ORDER

On 18.09.2025, after hearing both sides, this Court allowed the writ petition. Thereafter, at the instance of learned counsel for the petitioner, the writ petition was directed to be listed in the cause list under the caption 'FOR CLARIFICATION' on 25.09.2025. Today, when the matter is taken up for hearing, this Court heard both sides and passed the following order.

2. Captioned "Writ Petition"[hereinafter referred to as "WP" for the sake of brevity, convenience and clarity] has been filed challenging an award dated 24.03.2022 passed by the Labour Court, Hosur in I.D.No.116 of 2019, wherein the Labour Court dismissed the claim



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petition filed by the petitioner under Section 2-A(2) of "the Industrial Disputes Act, 1947" {hereinafter "ID Act" for the sake of brevity, convenience and clarity}.

3. Factual background is as follows:

3.1. The petitioner was appointed as "Operator II - Core Assembly" by the respondent Management on 24.01.2013 as a probationer. After completion of six months of training and before the expiry of the initial one-year probationary period, the probation period of the petitioner was extended for a further period of six months. However, before the expiry of the extended period of probation, the petitioner's services were terminated on 23.07.2014.

3.2. Aggrieved by the said termination, the petitioner raised an industrial dispute under Section 2-A(2) of the ID Act. Before the Labour Court, the petitioner specifically contended that the order of termination was contrary to Clause 3.0 of the Standing Orders of the respondent-Management.



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3.3. The respondent–Management entered appearance and contended that the appointment order was issued subject to specific terms and conditions, one of which provided that the petitioner would be on probation for a period of one year, with a right reserved to the Management to extend the probation by a further period of six months. It was further provided that, if the services of the petitioner were found unsatisfactory during probation, he could be terminated from service.

3.4. Before the Labour Court, the petitioner examined himself as P.W.1 and produced 26 documents marked as Exs. P1 to P26. On the other hand, the respondent–Management examined two witnesses, namely Mr. M. Ramalingam (R.W.1) and Mr. B. Naga Naresh (R.W.2), and produced 16 documents marked as Exs. R1 to R16.

3.5 Upon appreciation of the evidence on record, the Labour Court held that the termination of the petitioner’s services was in accordance with the terms of the appointment order. Aggrieved by the said finding,



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the petitioner has approached this Court by way of the present writ petition.

4. Learned counsel for the petitioner submitted that Clause 3.0 of the Standing Orders of the respondent–Management deals with the probationary period of skilled workmen, which is initially six months and may be extended only once for a further period of six months. It was contended that without any formal intimation of extension, the petitioner continued in service for more than one year, and hence, by operation of Clause 3.0, he is deemed to have satisfactorily completed his probation.

4.1. It was, therefore, argued that the impugned award of the Labour Court is unsustainable in law, as the Standing Orders have overriding effect over any contrary terms contained in the contract of employment.

4.2. Learned counsel for the petitioner placed reliance on the decision of the Hon'ble Supreme Court of India in ***Western India Match Company Ltd. v. Workmen (Civil Appeal No. 2375 of 1968, decided on***



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20.08.1973), wherein the Apex Court held that the certified standing orders prevail over any inconsistent terms in a contract or agreement between employer and employee.

5. Per contra, learned counsel for the respondent–Management submitted that the petitioner had, in effect, challenged the terms and conditions of his appointment order. Consequently, the dispute, according to the Management, falls under Section 2(k) of the ID Act and not under Section 2-A(2), and hence the petition was not maintainable as an individual dispute.

5.1. He further contended that the termination of the petitioner's services was strictly in conformity with the appointment order and falls within the ambit of Section 2(oo)(bb) of the ID Act.

5.2. It was also submitted that the certified Standing Orders of the respondent–establishment came into effect only after the termination of



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the petitioner's services, and therefore, Clause 3.0 thereof has no applicability. Hence, the petitioner cannot derive any benefit thereunder.

6. In reply, learned counsel for the petitioner contended that until the certification of the Standing Orders of the respondent-establishment, the Model Standing Orders prescribed under the Industrial Employment (Standing Orders) Act, 1946 are deemed to have been adopted by virtue of Section 12-A of the said Act.

7. It was further submitted that Clause 3 of the Model Standing Orders is parimateria with Clause 3 of the certified Standing Orders of the respondent-establishment. Hence, the petitioner's probationary period must be deemed to have been successfully completed in terms of Clause 3 of the Model Standing Orders.

8. I have carefully considered the submissions of both learned counsel and perused the materials placed on record.

9. The petitioner was appointed as "Operator II – Core Assembly" with effect from 24.01.2013. Clause (1) of the General Terms and



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Conditions of the appointment order provided that the probationary period shall be for one year, extendable by another six months at the discretion of the Management. It was further stated that upon satisfactory completion of the probationary period, the employee would be confirmed as a permanent workman.

10. Clause (11) of the appointment order empowered the Management to terminate the services of the employee without notice or compensation during the probationary period and without assigning any reason. The Management invoked this clause and terminated the petitioner's services on 23.07.2014.

11. Admittedly, the Standing Orders of the respondent-management were certified only subsequent to the dismissal of the petitioner from service. However, Section 12-A of the Industrial Employment (Standing Orders) Act, 1946, begins with a non obstante clause and expressly provides that, until the Standing Orders of an industrial establishment are duly certified, the prescribed Model Standing Orders shall be deemed to have been adopted by that establishment and



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shall govern the conditions of employment of the workmen therein.

12. Accordingly, in the present case, since the respondent—management had not obtained certification of its Standing Orders as on the date of the petitioner’s dismissal, the service conditions of the petitioner were necessarily governed by the provisions of the Model Standing Orders framed under the said Act. Any action taken by the management in contravention of the said Model Standing Orders, therefore, would be without authority of law and liable to be interfered with.

13. Rule 2-B of the Model Standing Orders, as per Schedule I of the Act, reads as follows;



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3.0. Classification of Workmen:

The workmen shall be classified as follows:

- (3.1) Permanent
- (3.2) Probationer
- (3.3) Apprentice
- (3.4) Casual
- (3.5) Temporary

3.1 A Permanent Workman is one who is employed on a permanent basis and includes any person who has satisfactorily completed the prescribed period of probation in the same or higher category in the industrial establishment.

3.2 A Probationer is one who is provisionally employed to fill a permanent vacancy and has not completed the period of probation, which shall be three months in the case of unskilled workmen and six months in respect of others.

Provided that, in any particular case, the Management may extend the probation only once, for a further period equivalent to the initial probationary period, if not satisfied with the work and/or conduct of the workman.

Further provided that in any case where the probation is extended, the concerned workman shall be informed in writing at least one week prior to the normal date of completion of probation; in the absence of such intimation, the workman shall be deemed to have satisfactorily completed the probation on the normal date.



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14. A plain reading of Clause 3.0 of the Model Standing Orders makes it clear that the probationary period for skilled workmen shall be six months, extendable only once for a further six months i.e., a maximum of one year in total.

15. In the present case, the petitioner was appointed on 24.01.2013, and as on the date of termination (23.07.2014), he had completed one year and six months of service.

16. Therefore, the contention of the respondent–Management that the termination was in conformity with the appointment order and falls under Section 2(oo)(bb) of the ID Act is unsustainable, since the Standing Orders have overriding effect over any contractual terms inconsistent therewith.

17. In *Western India Match Company Ltd.* (supra), the Hon'ble Supreme Court held that if a prior agreement inconsistent with the Standing Orders cannot prevail, a subsequent agreement inconsistent therewith must also be rendered inoperative. The Hon'ble Supreme Court further held that an employer cannot simultaneously enforce both the



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Standing Orders and a separate individual agreement governing the same subject matter.

18. Applying the above ratio to the present case, the additional six months' probation stipulated in the appointment order is inconsistent with the Model Standing Orders and hence invalid. Consequently, the petitioner is deemed to have been confirmed on completion of one year's service, and the termination thereafter is illegal and unsustainable, as the termination was not in accordance with applicable provisions of the ID Act.

19. The petitioner raised an industrial dispute under Section 2-A(2) of the ID Act, challenging the order of termination dated 23.07.2014, and not the terms of his appointment. Therefore, the contention of the respondent–Management that the dispute falls under Section 2(k) of the ID Act is without merit. The dispute raised under Section 2-A(2) of the ID Act is, therefore, maintainable.

20. For the foregoing reasons, the Writ Petition is ***allowed***. The impugned award dated 24.03.2022 passed by the Labour Court, Hosur in



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I.D. No. 116 of 2019 is set aside. Consequently , the termination order dated 23.07.2014 is also set aside. There shall be no order as to costs.

21. The respondent–Management is directed to reinstate the petitioner into service with all consequential benefits, including continuity of service and monetary benefits with effect from the date of termination i.e. 23.07.2014 however, with 50% back wages.

22. The aforesaid exercise shall be completed within a period of three months from the date of uploading of this order on the official website of this Court.

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Index : Yes / No

Neutral Citation : Yes / No

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HEMANT CHANDANGOUDAR, J.,

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