



W.P(MD) No.17571 of 2016

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BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

Dated : 02.01.2025

CORAM

THE HON'BLE MS.JUSTICE R. POORNIMA

W.P(MD) No.17571 of 2016

A.Mohamed Musthafa

... Petitioners

Vs

1.Canara Bank,
Rep. by its General Manager,
Industrial Relations Section,
Personnel Wing,
Head Office,
Bangalore.

2. Canara Bank,
Rep. by its General Manager,
Circle Office,
East Veli Street,
Madurai -1.



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3. The Deputy General Manager,
Canara Bank,
Circle Office,
East Veli Street,
Madurai -1.

4. The Assistant General Manager,
Canara Bank,
Circle Office,
East Veli Street,
Madurai -1.

... Respondents

PRAYER: Writ Petition filed under Article 226 of the Constitution of India, praying this Court to issue a Writ of Declaration to declare the Clause 5(c) (i) & (ii) of the 6th Bipartite Settlement dated 14.02.1995 and the consequential order dated 05.02.2016 issued by the Respondent No.4 as illegal and consequently for a direction, directing the Respondent No.4 to grant six stagnation increment to the petitioner along with other monetary benefits.

For Petitioners : Mr.G.Karthik

For Respondents : Mr.N.Dilip Kumar – for R4



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ORDER

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This Writ Petition is filed by the petitioner with a prayer to issue a Writ of Writ of Declaration to declare the Clause 5(c) (i) & (ii) of the 6th Bipartite Settlement dated 14.02.1995 and the consequential order dated 05.02.2016 issued by the Respondent No.4 as illegal and consequently for a direction, directing the Respondent No.4 to grant six stagnation increment to the petitioner along with other monetary benefits within the time period stipulated by this Honble Court.

2. The brief facts of the case are as follows :

(a) The writ petitioner was appointed as clerk in the respondent Bank on 16.02.1982. He rendered 34 years service in the respondent Bank without any blemish and voluntarily retired on 01.09.2016.

(b) He was promoted to the post of Probationary Officer on 16.10.2001, and later on reversion on 14.1.2003. Later reverted back to the post of Clerk on 14.01.2003. As per clause 2 of the 10th Bipartite



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Settlement signed by the respondent No.1 herein dated 25.05.2016, he is entitled for eight stagnation increments.

(c) That clause 2 of Bipartite Settlement by the respondent No.1 herein dated 25.05.2016, provide as follows :-

"In partial modification of Clause 5 of Bipartite Settlement dated 27th April 2010, both clerical and subordinate staff (including permanent part- time employees on scale wages) shall be eligible for eight stagnation increments w.e.f. 1st November 2012 at the rate and frequency as stated herein under: The clerical and subordinate staff including permanent part-time employees on scale wages on reaching the maximum in their respective scales of pay, shall draw eight stagnation increments at the rate of Rs.1310/- and Rs.655/- (Pro rata in respect of permanent part-time employees) each due under this settlement and at frequencies of 3 years and 2 years respectively, from the dates of reaching the maximum of their scales as aforesaid except that in the case of clerical staff, sixth, seventh and eight stagnation increments will be released two years after receipt of fifth, sixth and seventh stagnation increments respectively, provided



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(e) But to his shock and surprise respondent No.4 issued an order dated 05.02.2016 rejecting his claim stating that as per the norms, workmen employees shall not be eligible for stagnation in agreements, if he/she after accepting promotion, seek and is granted reversion after one year from the date of promotion.

(f) That clause 5 of the 6th Bipartite Settlement dated 14.02.1995 has been passed arbitrarily and against the Article 14 and 16 of the Indian constitution as there is no reasonable classification between the employees who opt for reversion within one year and the employees who opt for reversion after one year. It is totally unreasonable to deprive stagnation increment to the employees who opt for reversion after one year.

(g) That clause 5(c) (i) & (ii) of the 6th Bipartite Settlement dated 14.02.1995 are as follows :-

"Refusal to accept promotion at any stage or reversion within a year of promotion, wherever



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permissible under Bank's rules will not dis-entitle an employee from getting stagnation increments. (ii) An employee shall not be eligible for stagnation increments, if he, after accepting promotion, seeks, and is granted reversion after one year from the date of promotion”

It is unconstitutional to discriminate the employees who were reverted after one year from the date of promotion without any valid reasons for the same. In his case, he was promoted on 16.10.2001 and reverted on 14.02.2003 after one year and three months period. Hence, it is unjust and unlawful to delay stagnation increment, which was introduced in clause 5 of the 6th Bipartite Settlement, what are the benefits of employees of the respondent Bank.

(h) The clause 5(d) of the 6th Bipartite Settlement dated 14.02.1995 provides as follows :

"In respect of employees who, in terms of the provisions of the Bipartite Settlement dated 8th September 1983, had not received stagnation increments will now be eligible for the same with effect from 1st November 1994 to the extent available to others under



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the previous settlements. In one year, however, of the due increments, not more than one stagnation increment will be released and the fourth stagnation increment will be granted after 4 years from the date of third stagnation increment is released".

There cannot be discrimination in disbursal of stagnation increments to the employees who are promoted and later reverted cannot be restricted for a period of one year without any basis for the same. Such restrictions is only arbitrary and stipulation of the one year period in the impugned clause 5 (c) (i) & (ii).

(i) That there is no intelligible differentia in the above said classification and does not have any nexus with the object sought to be achieved by the provision pertaining to the stagnation increment. Hence, it is just necessary to severe stipulation of one year time period, which is irrelevant to the object sought to be achieved. The employees of the respondent Bank who has been reverted after one year and employees of the respondent Bank who has been reverted before one year belong to one class and there cannot be discrimination based on the date of



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revision. It is just necessary to declare the clause 5(c) (i) & (ii) of the 6th Bipartite Settlement dated 14.02.1995 as illegal, and if not, the petitioner will be put into irreparable loss and hardship.

3. The brief averment contained in the counter filed by the respondent are as follows:

(i) The petition is not maintainable, both in law and on facts of the case. Save those allegations that are specifically and expressly admitted herein, all other allegations raised by the petitioner are denied as false, and the petitioners is put to strict proof of the same.

(ii) Employees of the Bank are broadly classified into two categories viz., Workmen, and Officer employees. The service conditions and conduct of the workmen who are more popularly called as award staff is governed by Shastri Award passed on 26.03.1953, Desai Award passed on 13.06.1962, which have been amended from time to time by 10th Bipartite Settlement, signed at industrial level between Indian Banks Association (representing member banks) and various workmen unions



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on 19.10.1966, 12.10.1970, 01.08.1979/31.10.1979, 17.09.1984, 10.04.1989, 14.02.1995, 27.03.2000, 02.06.2005, 27.04.2010 and 25.05.2015. Each of the settlement was/is generally valid for a period of five years and after expiry of a settlement, a fresh settlement is signed through a process of collective bargaining between the Management and Workmen Unions. These settlements being an outcome of collective bargaining and as entered under section 2 (P) of the Industrial Disputes Act, 1947, having force of law and binding on all the employees of the Bank.

(iii) The request for reversion of workmen employee after opting for promotion is also governed by the Bipartite Settlements. Clause (ii) (b) of Bipartite Settlement dated 08.09.1983, read with 'Note' to clause 4B of the Bipartite Settlement dated 10.04.1989, provided that

“1 (ii) (b) of 4th BPS: Stagnation increments would not be given to an employee who at any time after the commencement of this Settlement after being offered and/or selected for promotion refuses to accept such promotion.



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4 (B) Note of 5th BPS: Stagnation Increments would not be given to an employee who at any time after the commencement of the 8th September, 1983 Settlement and after being offered and/or selected for promotion refuses to accept such promotion.”

The above classes recommended during 6th Bipartite Settlement, 14th February, 1995 wherein at clause 5(c) it was provided as under :

“(i) Refusal to accept promotion at any stage or reversion within a year of promotion, wherever permissible under Bank's rules will not dis-entitle an employee from getting stagnation increment/s.

(ii) An employee shall not be eligible for stagnation increments/, if he, after accepting promotion, seeks, and is granted, reversion after one year from the date of promotion.”

The above clause as regards the reversion of a workmen employee as mentioned in the 6th Bipartite Settlement dated 14th February, 1995 still holds good and governs the reversion cases.



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(iv) The petitioner joined the service of the respondent Bank as a clerk on 16.02.1982, got promoted to Officer with effect from 16.10.2001 and got reverted at his request to clerical cadre with effect from 20.02.2003 after one year from the date of opting the promotion. His case is covered under clause 5(c) (i) & (ii) of the 6th Bipartite Settlement dated 14.02.1995. As such, same was specifically communicated to him in the proceedings No. MDUC SSO 856 REV MJ dated 25.02.2003 while accepting his request of reversion. The petitioner accepted this all these year and now after more than 13 years had filed the present petition. Since the Bank has acted as per the provisions of the Bipartite Settlement, which is binding on the petitioner, being his service condition is in order and no illegalities can be attributed as being alleged by the petitioner. There is no violation of legal right or cause of action for maintaining this writ petition. Further, the writ petition is highly belated and suffers from delay and latches. On this ground also, the writ petition is not maintainable.

(v) That the 10th Bipartite Settlement dated 25.05.2015 by



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the petitioner has not annulled or modified any of the provision relating to the request for reversion as appearing 6th Bipartite Settlement dated 14.02.1995, as such the same is not at all applicable to the case of the petitioner as far as his reversion issued is concerned.

(vi) The respondents relied upon the following judgements reported in 2002 (3) SCC 411 in ITC Ltd., Workers Welfare Association and another Vs. Management of ITC Ltd., and another, in which the Supreme Court held as follows :

“18. The next principle to be borne in mind is that in a case where the validity of the settlement is assailed, the limited scope of enquiry would be, whether the settlement arrived at in accordance with sub-section (1) to (3) of S.12, is on the whole just and fair and reached bonafide. An unjust, unfair or malafide settlement militates against the spirit and basic postulate of the agreement reached as a result of conciliation and, therefore, such settlement will not be given effect to while deciding an industrial dispute. Of course, the issue has to be examined keeping in view the presumption that is attached to the settlement under



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Section 12(3).

19. In Herbertsons Limited vs. The Workmen (1976 (4) SCC 736), this Court called for a finding on the point whether the settlement was fair and just and it is in the light of the findings of the Tribunal that the appeal was disposed of. Goswami, J. speaking for the three-Judge Bench made it clear that the settlement cannot be judged on the touch stone of the principles which are relevant for adjudication of an industrial dispute. It was observed that the Tribunal fell into an error in invoking the principles that should govern the adjudication of a dispute regarding dearness allowance in judging whether the settlement was just and fair. The rationale of this principle was explained thus:-

"There may be several factors that may influence parties to come to a settlement as a phased endeavour in the course of collective bargaining. Once cordiality is established between the employer and labour in arriving at a settlement which operates well for the period that is in force, there is always a likelihood of further advances in the shape of improved emoluments by voluntary settlement avoiding friction and unhealthy litigation.



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This is the quintessence of settlement which courts and tribunals should endeavour to encourage. It is in that spirit the settlement has to be judged and not by the yardstick adopted in scrutinizing an award in adjudication."

.....

24. Viewed in the light of these principles, it cannot be said that the settlement in the present case which is otherwise valid and just suffers from any legal infirmity merely for the reason that one of the clauses in the settlement extends the benefits of life pension scheme only to the employees retiring after a particular date i.e. 24.8.1986. Exclusion of workmen retiring before that date is no ground to characterise the settlement as unjust or unfair. Of course, the allegations of mala fides such as corrupt motives have not been levelled against anyone and that aspect becomes irrelevant here.

.....

26..... In our view, conferment of such additional benefit to workmen who retired after the date of platinum jubilee celebration and before the date of culmination of settlement, far from making it unjust



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or irrational, tantamounts to extending benefit to some more workmen who would not have got it otherwise, if the decision was implemented prospectively. Apparently, such decision was taken to arrive at an amicable settlement and to comply with the demands of the workmen to the extent feasible and practicable. The argument that either all the retired employees should be given the benefit or none at all cannot cut ice if the principles of collective bargaining and justness of the settlement viewed as a whole is kept in view. There is nothing which is palpably unjust or irrational in giving the benefit only to those who retired during and after the platinum jubilee year. Though there was some dispute as to the correctness of the date on which the platinum jubilee falls, no material has been placed before us excepting the date of incorporation of the Company to establish the version of the appellants in this regard. Picking up that date by going a little backwards from the date of settlement cannot be regarded as a whimsical or arbitrary step, more so when it was done with the consent of large majority of workmen. The Tribunal while adjudicating the dispute and the High Court while exercising its jurisdiction under Art. 226/227 should be circumspect and cautious



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in disturbing the terms of settlement founded on collective bargaining and conciliation. The adjudicator of industrial dispute could not have directed the benefit to be extended to all the retired employees by substituting its own views to those reflected in the settlement, on an application of the usual principles governing industrial adjudication.”

As such the petitioner cannot turn around the question the provision of a settlement which has been arrived at the industry level after a process of collective bargaining and entered under provision of Industrial Disputes Act.

(vii) That the very purpose and object of beneficial provision relating to stagnation increment is to give benefit to an employee who is not given promotion or cannot get promotion to next and stagnating in the post for want of due promotion for long time. As such, an employee who is offered with promotion but seeks and gets promotion for reversion after one year from the date of promotion will not be eligible for stagnation increment as per clause 5(c)(ii) of 6th Bipartite Settlement dated 14.02.1995.



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(viii) The promotion orders issued to the petitioner by the respondent Bank in its communication No.MDY:SSW:4212 E7 VS dated 19.10.2001, it was made it clear that consequent upon the promotion, the petitioner was required to be under probation for a period of one year initially with effect from 16.10.2001 or with effect from the effective date of promotion as mentioned in the order, unless the probationary period is extended further. In the said promotion orders, the petitioner was also further notified that his services as officer in Junior Management cadre (JMS) scale would be confirmed if his work and progress during his probation were found satisfactory, and if it is not satisfactory, he would be reverted to the substantive post he was holding to prior to his promotion as Officer.

(ix) By keeping into account the period of one year probation which decisively plays the definite and District role in the career of promotee Officer. The 6th Bipartite Settlement makes the fine differentiation on the stagnation increments to be provided to those who get reversion within one year and those who get revision after one year,



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which is based on sound principles of equity and in every count it is constitutional.

(x) The petitioner was promoted as Junior Management Grade Scale I with effect from 16.10.2001 and was placed under probation for one year. Subsequently he was confirmed as Officer with effect from 16.01.2003 by proceedings of the Deputy General Manager. No.MDUC SSO 167 E10 2003 KV dated 14.01.2003. At his request, the petitioner was reverted to Clerical cadre with effect from 20.02.2003. He sought revision after completion of one year as an Officer, he became ineligible for drawing future stagnation increments and while communicating refixation in the Clerical cadre by the respondent Bank vide its proceedings No.MDUC SSO 856 REV MJ dated 25.02.2003, the said position also notified to him. He had accepted the same without any demur and now after taking voluntary retirement in September, 2016 has come up with this innovative litigation, as a test case, after 13 years from the date of his reversion. The petitioner is not entitled to invoke the extraordinary power of this Court under Article 226 of the Constitution



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for the relief sought against respondent Bank, since the petitioner has approached with an wrong notion that there is no 'intelligible differentia' on stagnation increment. In the absence of any challenge to the order passed in 2003 declining stagnation increments, he is not entitled to challenge a communication sent in 2016 reiterating the earlier order.

(xi) The Bipartite Settlements on which the petitioner is basing his petition is not signed by the respondent and the parties to the settlements are the Indian Banks' Association and the Workmen Unions concerned at the industry level and the petitioner though challenges the provision of Bipartite Settlements, has not implead the necessary parties as respondents.

(xii) The respondent Bank referred the following judgements :

(1) Canara Bank Vs. V.K.Grover' case (Appeal (Civil) 337 of 2008 dated 11.01.2008)

(2) C.V.Sathees Chandran Vs. General Manager, UCO Bank



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(W.P.(MD)No.13075 of 2012 dated 09.10.2012)

(3) Michael Raj Vs. Canara Bank (W.A.(MD)No.20 of 2012
dated 06.09.2014)

which clearly held that denial of stagnation increments to employees voluntarily forego their promotion is valid. Hence, prays to dismiss the petition.

4. Heard the learned counsel on either side and perused the material available on records.

5. The petitioner was appointed as Clerk on 16.02.1982 in the respondent Bank. While serving as a Clerk, he was promoted to the post of Probationary Officer on 16.10.2001, he applied for reversion on 14.01.2003, based on his request, the respondent, vide order dated 14.02.2003, reverted back the petitioner to the post of Clerk and subsequently, he voluntarily retired from service on 01.09.2016.

6. The petitioner sent his request dated 21.01.2016 to the



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respondent No.4 with prayer to grant him six stagnation increments on the basis of clause 2 of the 10th Bipartite Settlement dated 25.05.2015. He stated that clause 2 of the above Bipartite Settlement, is entitled for stagnation increment.

7. The respondent vide reply dated 05.02.2016, rejecting his claim on the fact that a workmen employees after accepting promotion after one year opt for reversion is not entitled for the stagnation increment as per 6th Bipartite Settlement clause 5 (c) (i) & (ii) dated 14.02.1995, which states that refusal to accept promotion at any stage or reversion within a year of promotion, wherever permissible under Bank's Rules will not dis-entitle an employee from getting stagnation increments (ii) an employee shall not be eligible for stagnation increments, if he, after accepting promotion, seeks, and is granted reversion after one year from the date of promotion.

8. The petitioner states that the above clauses are unconstitutional to discriminate the employees. By providing stagnation



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increments, such restriction is not only arbitrary and of one year period. Impugned clause 5 (c) (i) & (ii) of 6th Bipartite Settlement dated 14.02.1995.

9. The petitioner admits that as per the 6th Bipartite Settlement in clause 5 (c) (i) & (ii) it's not entitled for stagnation increments, if he, after accepting promotion, seeks and is granted reversion after one year from the date of promotion.

10. The petitioner was promoted in the Bank as an Officer in Junior Management Grade Scale-1 w.e.f., 16.10.2001, he was placed under probation for one year and subsequently, was confirmed as an officer with effect from 16.01.2003 vide proceedings of the Deputy General Manager No.MDUC SSO 160 E10 2003 KV dated 14.01.2003. Then at is request, the petitioner was reverted to Clerical cadre w.e.f., 20.02.2003 which is clear that he was promoted and after accepting the same, after one year he sent requisition to revert him back to his original position, which clearly hit the clause 5 of the 6th Bipartite Settlement.



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11. The learned counsel for the respondent Bank argued that he has not challenged the said order soon after his reversion and claimed stagnation increment, but opt to challenge the same after his retirement. It is true that he has not challenged the clause 5 of the 6th Bipartite Settlement. Soon after reversion, the respondent Bank, therefore argued that the same is hit by delay and latches. It is true that the petitioner not challenged the 6th Bipartite Settlement which was passed on 14.02.1995, he accepted the order of the respondent Bank in the year 2003 and not made any claim for his stagnation increment till he retires and the petition is not maintainable on the ground of the delay and latches.

12. He challenged the clause 5 of the 6th Bipartite Settlement. The said agreement was entered between 56 Banks which are on date, A class banks are listed in Schedule-I to the settlement and with the various bank employees representing the member Banks who had agreed the entire terms and sign the settlement. If the petitioner wanted a clause of the settlement to be declared as illegal, he should add them as party as the settlement which has been arrived after process of



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collective bargaining, and therefore, the petition is bad for non-joinder of necessary parties.

13. Further, the petitioner himself voluntarily accepted the promotion and joined in the service, he was confirmed by the respondents for the said job, he voluntarily requested for reversion to his previous post and the same was accepted vide proceedings dated 14.01.2003, therefore, as per clause 5 (c) (ii) he is not eligible for the stagnation of increment.

14. Further, the Hon'ble Supreme Court of India in ***Herbertsons Limited vs. The Workmen reported in 1976 (4) SCC 736***, clearly held that it is not possible to scan the settlement in bits and pieces and hold some parts good and acceptable and others bad. Unless it can be demonstrated that the objectionable portion is such that it completely outweighs all the other advantages gained the Court will be slow to hold a settlement as unfair and unjust. The settlement has to be accepted or rejected as a whole and I am unable to reject it as a whole as unfair or



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unjust. Even before this Court the 3rd respondent representing admittedly the large majority of the workmen has stood by this settlement and that is a strong factor which it is difficult to ignore. As stated elsewhere in the judgment, we cannot also be oblivious of the fact that all workmen of the company have accepted the settlement. Besides, the period of settlement has since expired and we are informed that the employer and the 3rd respondent are negotiating another settlement with further improvements. These factors, apart from what has been stated above, and the need for industrial peace and harmony when a union backed by a large majority of workmen has accepted a settlement in the course of collective bargaining have impelled us not to interfere with this settlement.

15. Likewise, in ***ITC Ltd., Workers Welfare Association and another Vs. Management of ITC Ltd., and another***, reported in ***2002 (3) SCC 411***, in which the Supreme Court held as follows :

“18. The next principle to be borne in mind is that in a case where the validity of the settlement is assailed, the limited scope of enquiry would be, whether the settlement arrived at in accordance with sub-section



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(1) to (3) of S.12, is on the whole just and fair and reached bonafide. An unjust, unfair or malafide settlement militates against the spirit and basic postulate of the agreement reached as a result of conciliation and, therefore, such settlement will not be given effect to while deciding an industrial dispute. Of course, the issue has to be examined keeping in view the presumption that is attached to the settlement under Section 12(3).

.....

24. Viewed in the light of these principles, it cannot be said that the settlement in the present case which is otherwise valid and just suffers from any legal infirmity merely for the reason that one of the clauses in the settlement extends the benefits of life pension scheme only to the employees retiring after a particular date i.e. 24.8.1986. Exclusion of workmen retiring before that date is no ground to characterise the settlement as unjust or unfair. Of course, the allegations of mala fides such as corrupt motives have not been levelled against anyone and that aspect becomes irrelevant here.

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26..... In our view, conferment of such



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additional benefit to workmen who retired after the date of platinum jubilee celebration and before the date of culmination of settlement, far from making it unjust or irrational, tantamounts to extending benefit to some more workmen who would not have got it otherwise, if the decision was implemented prospectively. Apparently, such decision was taken to arrive at an amicable settlement and to comply with the demands of the workmen to the extent feasible and practicable. The argument that either all the retired employees should be given the benefit or none at all cannot cut ice if the principles of collective bargaining and justness of the settlement viewed as a whole is kept in view. There is nothing which is palpably unjust or irrational in giving the benefit only to those who retired during and after the platinum jubilee year. Though there was some dispute as to the correctness of the date on which the platinum jubilee falls, no material has been placed before us excepting the date of incorporation of the Company to establish the version of the appellants in this regard. Picking up that date by going a little backwards from the date of settlement cannot be regarded as a whimsical or arbitrary step, more so when it was done with the consent of large majority of



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workmen. The Tribunal while adjudicating the dispute and the High Court while exercising its jurisdiction under Art. 226/227 should be circumspect and cautious in disturbing the terms of settlement founded on collective bargaining and conciliation. The adjudicator of industrial dispute could not have directed the benefit to be extended to all the retired employees by substituting its own views to those reflected in the settlement, on an application of the usual principles governing industrial adjudication.”

16. In M.Michael Raj Vs. Canara Bank and Others reported in 2013 (2) LLJ 192, in which the Court has held in paragraph Nos.8, 9 and 10 as follows :-

“8. It is not disputed that the petitioner is not be covered under Clause 6. As admittedly, he did not opt for reversion within one year but after two years and therefore, as per Clause 5(c) (i), the petitioner is not entitled to grant of stagnation increment.

9. The learned counsel for the petitioner thereafter referred to Clause 5(d) to contend that the case of the petitioner will be covered



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under Clause (d).

10. This contention again is misconceived.

It is not the case where the petitioner was not eligible to stagnation increment under the previous settlement but he was held dis-entitled to because of his promotion.”

17. In ***Herbertsons Limited vs. The Workmen reported in 1976 (4) SCC 736***, the Supreme Court held that “Labour and Industrial Law - Industrial Disputes Act, 1947 - Section 18 - Settlement entered into with new union new union while dispute pending with the old union – New union attracting allegiance of the majority of the workmen - Benefit of settlement enjoyed by all workmen - Effect of such settlement on the pending dispute with the old union - Collective bargaining - Acceptance of settlement by every individual workman not necessary - Settlement is a give and take affair so that detriment in any one respect does not make it unfair - Neither the fact that it does not cover a few workmen makes it unfair - Again the fact that the settlement does not grant to the extent legally due will not affect its fairness - Approach for



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judging fairness of a settlement indicated.” which is applicable to this case also.

18. The above judgments are squarely applicable to this case. Therefore, I hold that the claim of the petitioner was properly rejected by the respondent Bank and hence, nothing survives in the writ petition. Therefore, the writ petition has no merit and hence, the writ petition is liable to be dismissed.

19. Therefore, the Writ Petition stands dismissed.

No costs.

02.01.2025

Index : Yes / No

Internet : Yes / No

NCC : Yes / No

RM



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