

W.P(MD)Nos.21508 & 21209 of 2017

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT
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DATED: 11.09.2025

CORAM:

THE HONOURABLE MR.JUSTICE B.PUGALENDHI

W.P(MD)Nos.21508 & 21509 of 2017

A.Anthonysamy

... Petitioner in
W.P(MD)Nos.21508 of 2017

R.Babu @ Shanmugam

... Petitioner in
W.P(MD)Nos.21509 of 2017

Vs

1.The Presiding Officer,
Labour Court, Tirunelveli.

2.The Management,
Condinental Ware Housing Corporation NS Ltd.,
1-5/76-K, Madurai Bypass Road,
Meelavittan,
Tuticorin District.

...Respondents in
both WPs.

COMMON PRAYER:- Writ Petitions filed under Article 226 of the Constitution of India, praying this Court to issue a Writ of Certiorarified Mandamus, to call for the entire records pertaining to the impugned order passed by the 1st respondent / Labour Court in I.D.No.59 & 57 of 2016 dated 26.05.2017 and to quash the same as illegal and consequently direct the respondent to reinstate the



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petitioners with all service and salary benefits.

For Petitioner : Mr.D.Saravanan,
For R2 : Mr.G.Mohan Kumar
(In both WPs)

COMMON ORDER

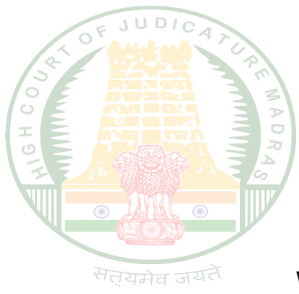
The petitioners, who were working in the second respondent Warehouse have raised Industrial Disputes before the Labour Court, Tirunelveli, under Section 2A(2) of the Industrial Disputes Act,1947 that they were engaged by the second respondent as drivers and they have worked for 1½ years from 01.09.2014 till 17.03.2016. However, they were paid with only batta and they were denied salary. A conciliation proceedings was conducted by the Labour Officer and it was failed. Therefore, the petitioners have raised industrial disputes before the Labour Court, seeking reinstatement with continuity of service and back wages. The Labour Court has rejected the claims of the petitioners, by its order, dated 26.05.2017, on the following grounds:-



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- 1.It is not the case of the Petitioners that they were selected and appointed by the respondent. It is their case that for 12 years they are working in the respondent management. Therefore, the petitioners have neither pleaded nor proved that they were appointed by the respondent.
- 2.The Petitioners have not produced any documents to establish that the Petitioners were the permanent employees under the respondent management.
3. It is the admitted case of the petitioner that they were paid only driver batta by the respondent and not wages.
4. It is the consistent stand taken by the respondent that the petitioners were employees under the contractor Johnson David even before the filing of this ID, but the petitioners have not denied the same either in the pleading, Evidence or even in their chief examination.
5. The petitioners have themselves admitted that one Johnson David was enquired by the SIPCOT Police station, if such a person did not exist, there was no necessity for the police to enquire him. The Petitioner, during his cross-examination, has said that Johnson David is made a party to the ID, but he was not arrayed as a party. Therefore, he is not an imaginary character as argued by the petitioner's counsel.
6. The petitioners have neither pleaded nor established that they have



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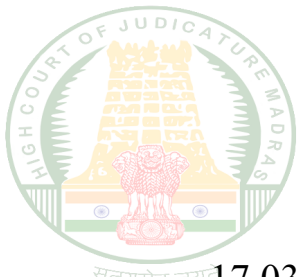
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worked continuously for 240 days in one year. Therefore, they are not entitled to seek the rights under section 25(F) of the ID Act.

7. The Petitioners claim that they worked for 20 days in a month and 10 days were off. Sunday was a weekly holiday. There are 6 lorries, but 8 persons filed ID. So in rotation, when some Drivers are on off, other persons would work. Therefore, there is no continuity of work. Out of 9 drivers, the petitioner is one.

As against the orders passed by the Labour Court, Tirunelveli, dated 26.05.2017, the petitioners have filed these writ petitions in the year 2017.

2.The learned counsel for the petitioners submits that these petitioners were engaged as drivers in the second respondent Warehouse and they were allowed to work continuously from 01.09.2014 till 17.03.2016. Though, they were paid with Batta, no salary has been paid to them. Moreover, without any reasons, they were not permitted to continue the work. Therefore, the industrial disputes have been raised by them before the Labour Court, Tirunelveli. The Labour Court, Tirunelveli, without considering the continuity of service of the petitioners from 01.09.2014 till



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17.03.2016, in the second respondent Warehouse, has erroneously rejected the claim of the petitioners.

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3.The learned counsel for the second respondent admits that these petitioners were working as drivers in the second respondent Warehouse, however, they have not been directly engaged by them. The second respondent is operating a customs warehouse and they have engaged drivers for transporting the import and export containers from Port to warehouse and from the warehouse to Port. These drivers have been engaged through a Contractor, namely, Johnson David, that too, on contract basis. The petitioners have also served as drivers in the second respondent Warehouse for some time, however, on 25.02.2016, they have created some problem with the Security Guards, in an intoxicated condition and therefore, it has been informed to the contractor and he was asked to depute some other drivers instead of these petitioners. The learned counsel further submits that there is no privity of contract between the petitioners and the second respondent



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and there is no orders to substantiate that these petitioners have ever been engaged by the second respondent Warehouse.

4.This Court considered the rival submissions made and also perused the materials placed on record.

5.The grievance of the petitioners is that though they have been engaged as drivers in the second respondent Warehouse from 01.09.2014 till 17.03.2016, they have not paid with any salary and they have received only batta. With this grievance, they have raised Industrial Disputes before the Labour Court, Tirunelveli in I.D.No.59 & 57 of 2016, however, the same was dismissed by the Labour Court, by its order, dated 26.05.2017. The petitioners claim that their service in the second respondent Warehouse is an admitted fact, however, they have been denied salary. The second respondent has admitted that the petitioners were working as drivers with them for some time, however, they have not recruited these petitioners directly and they have been engaged by a Contractor. According to

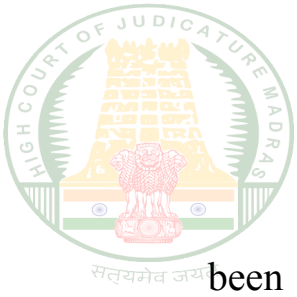


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the second respondent, since there is no privity of contract between the petitioners and the second respondent, there is no liability for the second respondent to pay any salary to these petitioners. The pleading of the second respondent has not been denied by the petitioners.

6.The principle of privity of contract is a well settled principle in contract law, which provides that only parties to a contract can claim rights under it or be bound by its obligations and that a stranger to a contract can neither enforce its terms nor be held liable under it. In the context of employment, privity of contract signifies that an employer–employee relationship can arise only where there exists a direct contract of service or statutory engagement, establishing mutual obligations of control, supervision, and remuneration. The mere fact that work is performed for the benefit of another entity does not, by itself, create such privity. In the present case, the second respondent has contended that the petitioners were employed through a contractor and the same has not



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been denied by the petitioners. Hence, while the second respondent may have benefitted from the work performed by the petitioners, the employer-employee relationship between them has not been established.

7.In view of the above, these writ petitions are dismissed. No costs.

11.09.2025

NCC: Yes/No

Index:Yes

Internet:Yes

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To

1.The Presiding Officer,
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B.PUGALENDHI, J.

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Common Order made in
W.P(MD)Nos.21508 & 21509 of 2017

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