

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD

WRIT PETITION NO. 12497 OF 2025

New Panther Kamgar Sena,
Forbes Housing Society, Trimurty Chowk,
MIDC, Bajaj Nagar, Aurangabad – 431001,
Through its President,
Mr. Anil @ Annarao Nivrutti Jabhade,
Age : 56 years, Occ : Social Service.

..Petitioner

VERSUS

1. NRB Bearing Pvt. Ltd,
C-6, Additional MIDC Area,
Jalna, Dist. Jalna – 431213,
Through its Managing Director.
2. All Marathwada Kamgar Union,
At Khokadpura, Aurangabad,
Currently operating from
V.D. Deshpande Hall, N-7,
CIDCO, Aurangabad – 431001
Through its General Secretary.

..Respondents

...
Mr. P.V. Barde h/f Mr. A.S. Kulkarni, Advocate for Petitioner
Mr. S.V. Dankh & Ms. A.K. Shinde, Advocate for Respondent No.1.
Mr. A.B. Gaikwad, Advocate for Respondent No.2.

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CORAM : S. G. CHAPALGAONKAR, J.

DATED : MARCH 05, 2026

FINAL ORDER :-

1. Present petition takes exception to order dated 23.09.2025 passed by Industrial Court, Jalna below Exhibit U-75 in Reference No.01 of 2023, whereby Industrial Court granted permission to respondent no.2 to enter into an agreement with management of respondent no.1.

2. Mr. Barde, learned advocate appearing for petitioner submits that petitioner had raised industrial dispute for wage rise of workmen and claimed fair wages in factory. The petitioner filed statement of claim in Reference (IT) No.1 of 2023, which is pending for cross-examination of petitioner's witnesses. The respondent no.2/union filed an application below Exhibit U-75 seeking permission for entering into agreement with respondent no.1. The petitioner/union opposed such prayer. On 15.07.2025 in collateral proceedings, the Industrial Court, Jalna granted recognition in favour of respondent no.2/union. However, said order is subject matter of challenge in Writ Petition No.9823 of 2025, wherein this Court clarified that any act done by respondent no.2 in pursuance to recognition granted, shall be subject to outcome of writ petition. In yet another Writ Petition No.10465 of 2025, this Court directed Industrial Court, Jalna to decide application Exhibit U-75 filed by respondent no.2 seeking permission to enter into agreement. The Industrial Court decided said application without waiting for reply/say on behalf of petitioner and without granting opportunity of hearing. According to Mr. Barde, impugned order is unsustainable being contrary to principles of natural justice.

3. Per contra, Mr. Dankh and Mr. Gaikwad, learned advocates appearing for respondents supports impugned order. They would submit that respondent no.2 is a recognized union under order

of Industrial Court, Jalna. Accordingly, the application was made below Exhibit U-75 seeking permission to enter into an agreement and Industrial Court after considering rival contentions allowed application. Eventually, settlement is executed under Section 2 (P) read with Section 18(1) of the Industrial Disputes Act, 1947 and Rule 62 of Industrial Disputes (Bombay) Rules, 1957. The employees are extended benefits in terms of said agreement. Therefore, challenge to impugned order does not survive.

4. Having considered submissions advanced by learned advocates appearing for respective parties, the only grievance raised by petitioner is that impugned order is passed without hearing as petitioner's advocate was absent when matter was called out. Perusal of roznama in Reference (IT) No.01 of 2023 depicts that on 23.09.2025, the matter was posted for say on application Exhibit U-75. The respondent no.1/management filed its reply, however, yet petitioner had not filed reply.

5. The Industrial Court observed that respondent no.2/union being recognized union is entitled to enter into agreement with management. It can be observed that order of recognition of respondent no.2/union is subject matter of challenge before this Court in Writ Petition No.9823 of 2025 wherein this Court has made it clear that all actions taken in pursuance to recognition of respondent no.2/union shall be subject to final outcome of writ

petition, but order of recognition is not stayed. In that view of matter, no prejudice appears to have been caused to petitioner. The respondent no.2/union has already entered into an agreement and workers have received agreed benefit, therefore, position is irreversible.

6. As rightly pointed out by Mr. Dankh, learned advocate appearing for respondent no.1, dispute in Reference (IT) No.01 of 2023 filed by petitioner is pertaining to demand from 2021 till date of termination of award which is expired. Therefore, no prejudice is caused to petitioner. In light of aforesaid backdrop, no case is made out to cause interference in impugned order. Hence, writ petition stands rejected.

(S.G. CHAPALGAONKAR, J.)