



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD

WRIT PETITION NO. 5681 OF 2023

1. Rejendra Bhanudas Jadhav
Age : 52 years, Occ. : Labour,
R/o. : at Post Sarola Kasar,
Tq. Nagar, Dist. Ahmednagar
2. Bhanudas Babaji Borate
Deceased through L.Rs.
- 2.A. Bhimabai Bhanudas Borate
Age : 60 years, Occ. : Household,
R/o. : at Post Jamgaon, Tq. Gangapur,
Dist. Aurangabad
3. Bhimrao Dada Kharat
Age : 40 years, Occ. : Labour,
R/o. : at Post Hinganvedhe,
Tq. Kopargaon, Dist. Ahmednagar
4. Yamnaji Kisan Zavare
Age : 60 years, Occ. : Labour,
R/o. : at Post Takli Dhokeshwar,
Tq. Parner, Dist. Ahmednagar
5. Keshav Bajirao Zade
Age : 58 years, Occ. : Labour,
R/o. : at Post Miri, Tq. Pathardi,
Dist. Ahmednagar

... PETITIONERS
(Ori. Complainants)

VERSUS

1. Indian Seamless & Metal Tubes Ltd.,
C-1, Nagaapur Industrial Area,
Ahmednagar,
Through the Managing Director
2. Sodhi Fabrications and Erectors
near Sapkal Hospital, Savedi,

Ahmednagar,
Through its Proprietor

... RESPONDENTS
(Ori. Opponenets)

...
Mr. Parag V. Barde – Advocate for Petitioners
Mr. V.N. Upadhye – Advocate for Respondents
...

WITH
WRIT PETITION NO. 5682 OF 2023

1. Jalindar Rangnath Lahare
Age : 54 years, Occ. : Service,
R/o. : at Post Malvi Pimpalgaon,
Tq. Nagar, Dist. Ahmednagar
2. Appasaheb Ramdas Mate
Age : 54 years, Occ. : Service,
R/o. : at Post Bhokar, Tq. Shrirampur,
Dist. Ahmednagar
3. Subhash Vitthalrao Ghate
Age : 55 years, Occ. : Service,
R/o. : at Post Dhotre, Tq. Kopargaon,
Dist. Ahmednagar
4. Dattatray Dnyandeo Dangat
Age : 54 years, Occ. : Service,
R/o. : at Post Bherdapur, Tq. shrirampur,
Dist. Ahmednagar
5. Kailas Kashinath Mane
Age : 57 years, Occ. : Service,
R/o. : at Post Jamgaon, Tq. Gangapur,
Dist. : Ahmednagar
6. Lahanu Bansi Rokde
Deceased through L.Rs.
- 6.A. Kusum Lahanu Rokade
Age : 41 years, Occ. : Service,
- 6.B. Anil Lahanu Rokade
Age : 24 years, Occ. : Service,

- 6.C. Trupti Lahanu Rokade
Age : 21 years, Occ. : Service

Petitioner Nos.6.A to 6.C, R/o. : at Post Wadgaon Savtal,
Tq. Parner, Dist. Ahmednagar

7. Deshmukh Bhimrao Sukhdeo
Age : 55 years, Occ. : Service,
R/o. : at Post Pargaon Ghumta,
Tq. Patoda, Dist. Beed

... PETITIONERS
(Ori. Complainants)

VERSUS

1. Indian Seamless & Metal Tubes Ltd.,
C-1, Nagaapur Industrial Area,
Ahmednagar,
Through the Managing Director
2. Sodhi Fabrications and Erectors
near Sapkal Hospital, Savedi,
Ahmednagar,
Through its Proprietor

... RESPONDENTS
(Ori. Opponentnets)

...
Mr. Parag V. Barde – Advocate for Petitioners
Mr. V.N. Upadhye – Advocate for Respondents
...

WITH
WRIT PETITION NO. 9736 OF 2017
WITH
CIVIL APPLICATION NO. 2192 OF 2025 IN WP/9736/2017

1. M/s ISMT Limited
(Formerly knows as The Indian
Seamless & Metal Tube Ltd.),
a company incorporated under
the Companies Act and having its
Head Office at C-15, MIDC, Nagapur,
Ahmednagar 414011

... PETITIONER

VERSUS

1. Jalindar Rangnath Lahare

Age : Major, Occ. : Service,
R/o. : at Post Malvi Pimpalgaon,
Tq. Nagar, Dist. Ahmednagar

2. Appasaheb Ramdas Mate
Age : Major, Occ. : Service,
R/o. : at Post Bhokar, Tq. Shrirampur,
Dist. Ahmednagar
3. Subhash Vitthalrao Ghate
Age : Major, Occ. : Service,
R/o. : at Post Dhotre, Tq. Kopargaon,
Dist. Ahmednagar
4. Dattatray Dnyandeo Dangat
Age : Major, Occ. : Service,
R/o. : at Post Bherdapur, Tq. shrirampur,
Dist. Ahmednagar
5. Kailas Kashinath Mane
Age : Major, Occ. : Service,
R/o. : at Post Jamgaon, Tq. Gangapur,
Dist. : Ahmednagar
6. Lahanu Bansi Rokde
Age : Major, Occ. : Service,
R/o. : at Post Wadgaon Savtal,
Tq. Parner, Dist. Ahmednagar
7. Deshmukh Bhimrao Sukhdeo
Age : Major, Occ. : Service,
R/o. : at Post Pargaon Ghumta,
Tq. Patoda, Dist. Beed
8. Sodhi Fabrications and Erectors
near Sapkal Hospital, Savedi,
Ahmednagar, through
Mr. Mohindersingh Sodhi

... RESPONDENTS

...
Mr. V.N. Upadhye – Advocate for Petitioners
Mr. Parag V. Barde – Advocate for Respondents
...

WITH

**WRIT PETITION NO. 9735 OF 2017
WITH
CIVIL APPLICATION NO. 2193 OF 2025 IN WP/9735/2017**

1. M/s ISMT Limited
(Formerly known as The Indian
Seamless & Metal Tube Ltd.),
a company incorporated under
the Companies Act and having its
Head Office at C-15, MIDC, Nagapur,
Ahmednagar 414011

... PETITIONER

VERSUS

1. Jadhav Rejendra Bhanudas
Age : Major, Occ. : Service,
R/o. : at Post Sarola Kasar,
Tq. Nagar, Dist. Ahmednagar
2. Bhanudas Babaji Borate (deceased)
Through legal representative
Smt. Bhimabai Bhanudas Borate
R/o. : near Datta Temple, Nimgaon Road,
Nimbalak, Dist. Ahmednagar 414111
3. Bhimrao Dada Kharat
Age : Major, Occ. : Service,
R/o. : at Post Hinganvedhe,
Tq. Kopergaon, Dist. Ahmednagar
4. Zaware Yamnaji Kisan
Age : Major,
R/o. : at Post Takli Dhokeshwar,
Tq. Parner, Dist. Ahmednagar
5. Keshav Bajirao Zade
Age : Major, Occ. : Service,
R/o. : at Post Miri, Tq. Pathardi,
Dist. Ahmednagar
6. Sodhi Fabrications and Erectors
near Sapkal Hospital, Savedi,
Ahmednagar, through
Mr. Mohindersingh Sodhi

... RESPONDENTS

...
Mr. V.N. Upadhye – Advocate for Petitioners
Mr. Parag V. Barde – Advocate for Respondents
...

CORAM : **SIDDHESHWAR S. THOMBRE, J.**
DATE : **03.02.2026**

J U D G M E N T :

1. **Rule.** Rule made returnable forthwith. With the consent of the learned counsel appearing for the respective parties, the matters are taken up for final disposal at the admission stage.

2. The facts, in nutshell, are that the petitioner-Company in Writ Petition Nos.9735 and 9736 of 2017 is a public limited company having its factory at MIDC, where metal tubes are manufactured. The Company had more than 100 employees, including contract labour engaged for security, housekeeping, grinding, fabrication and allied works through contractors, including M/s. Sodhi Fabrications and Erectors, respondent No.6.

3. Nagar Zilla Mazdoor Sena (hereinafter referred to as “*the Union*”) is a recognised Union under the MRTU & PULP Act, 1971, having full right to bargain as the sole bargaining agent. The Union had filed Complaint (ULP) No. 332 of 1997, claiming to represent the employees whose names were mentioned in the annexures to the complaint, alleging that the contract system was sham and bogus and that the concerned

workmen were, in fact, direct employees of the Company. The complaint was filed under Items 5, 6, 9 and 10 of Schedule IV of the MRTU & PULP Act.

4. The petitioners appeared and filed their written statement contending that there was no employer-employee relationship between the Company and the concerned workmen and sought dismissal of the complaint.

5. During pendency of the proceedings, a settlement was arrived at between the petitioner-Company and the recognised Union, whereby certain specified employees were agreed to be absorbed as a one-time measure and the settlement attained finality.

6. Subsequently, the respondents/workmen filed Complaint (ULP) Nos. 35 and 46 of 1999, claiming permanency and other consequential benefits. The said complaint was resisted by the Company primarily on the ground that the workmen were engaged through a contractor and, therefore, no employer-employee relationship existed.

7. Some of the workmen filed Writ Petition No. 1087 of 2003, which came to be finally decided by this Court on 18.02.2016 and the matter was remanded to the Industrial Court for fresh consideration.

8. After remand, the learned Industrial Court, by order dated

18.04.2017, allowed the complaints and directed the petitioners to provide employment to the original complainants or, in the alternative, to pay compensation of Rs.5,00,000/- to each of them. Aggrieved thereby, the petitioners have preferred the present writ petitions.

9. As regards Writ Petition Nos. 5681 and 5682 of 2023, the workmen have approached this Court seeking enhancement of compensation and grant of back wages.

10. Learned counsel for the petitioners in Writ Petition Nos. 9735 and 9736 of 2023 submitted that the complaints were not maintainable and relied upon various judgments of the Hon'ble Supreme Court and this Court, contending that in absence of an employer-employee relationship, the Industrial Court had no jurisdiction to entertain the complaints. He relied upon the following judgments :

- (a) Hon'ble Apex Court in **General Labour Union (Red Flag) Bombay Vs. Ahmedabad Mfg. and Calico Printing Co Ltd (Calico Mills) Ahmedabad, 1995 (II) LLJ 765 (SC)**
- (b) Hon'ble Apex Court in **Cipla Limited Vs. Maharashtra General Kamgar Union, 2001 AIR(SCW) 929**
- (c) Hon'ble Apex Court in **Vividh Kamgar Sabha Vs. Kalyani Steels Limited, 2001 AIR (SCW) 170**
- (d) This Court (Bench at Aurangabad) in **Indian Seamless Metal Tubes Limited Vs. Sunil Rambhau Iwale and Ors.,**

2002 (1) ALL MR 870

- (e) This Court (Bench at Nagpur) in **V.I.P Industries Limited Vs. Mr. Athar Jameel and Ors., (2009) 111 BOMLR 2954**
- (f) This Court (Division Bench) in **Hindustan Coca Cola Bottling S/W Pvt. Ltd. and Anr. Vs. Bhartiya Kamgar Sena and Ors., 2002 (3) BCR 129**
- (g) Hon'ble Apex Court in **Sarva Shramik Sangh Vs. M/s. Indian smelting and Refining Co. Ltd., (2003) 10 SCC 455**
- (h) This Court in **M/s. Tata Steel Ltd. Vs. Maharashtra Shramjivi General Kamgar Union and Anr., 2025 STPL 1647 Bombay**
- (i) Hon'ble Apex Court in **Rajneesh Khajuria Vs. M/s. Wockhardt Ltd. and Anr., 2020 STPL 2376 SC**

11. *Per contra*, learned counsel for the workmen submitted that the settlement dated 29.09.1999 clearly covered the respondents and, after remand, the complaints were amended restricting the relief only to implementation of the settlement and compensation. Therefore, the complaints were maintainable.

12. There is no dispute about the settlement arrived at between the parties. Clause of the settlement reads thus :

"It is however agreed between the parties that in the

event the company requires temporary employees on account of exigencies of work, the persons mentioned in Annexure "A" other than the persons mentioned in Annexure "B", shall be given preference in filling up the temporary vacancies subject to their availability at the relevant time and suitability. A separate list of temporary employees shall be accordingly maintained for giving preference in employment against the temporary vacancies to the person mentioned in Annexure "A".

The Company at the time of execution of the Settlement, has number of temporary vacancies presently ascertained which shall last for about a Period of not more than one year approximately. The Company has consented to the Union's request to accommodate the employees mentioned in Annexure "A" other than mentioned in Annexure "B" previously employed by the Contractor and absorbed under the present Settlement. It is expressly agreed by and between the parties that the persons who will be so accommodated against the present temporary vacancies, shall be appointed by the Company, specially for a period of not more than one year on a contract for one year, which shall not be renewed thereafter."

13. On perusal of annexures to the settlement, it is evident that the names of respondents-workmen appear in Annexure 'A' at serial Nos.95, 104, 108, 112, 113, 115, 118, 126, 129 and 130, and in Annexure 'B' at serial No.32. Therefore, the contention of the petitioners that the respondents were not covered under the settlement cannot be accepted.

14. After remand, the complaints were amended and the relief was restricted to implementation of the settlement and compensation. Hence,

the objection regarding maintainability of the complaints is devoid of merit.

15. The learned Industrial Court has recorded detailed findings in paragraphs 31, 32, 36, 41, 43 and 44, and after considering the settlement and the material on record, awarded compensation of Rs.5,00,000/- to each workman. The said compensation, considering the facts and circumstances of the case and the long lapse of time since 1999, appears to be just and reasonable.

16. I do not find any perversity or illegality in the impugned order warranting interference under Article 227 of the Constitution of India.

17. Accordingly, all the Writ Petitions are dismissed.

18. There shall be no order as to costs.

19. In view of disposal of the Writ Petitions, pending Civil Application Nos.2192 and 2193 of 2025 also stand disposed of.

20. It is noted that the petitioner in Writ Petition Nos.9735 and 9736 of 2023 have deposited an amount of Rs.5,00,000/- each pursuant to the interim orders of this Court, out of which a part amount has already been withdrawn.

21. Since this Court has dismissed the Writ Petitions along Civil

Applications and considering the fact that the workmen have not been in employment since 1999, the respondents-workmen (petitioners in Writ Petition Nos.5681 and 5682 of 2023) are permitted to withdraw the balance amount deposited, along with interest accrued thereon, if any.

[SIDDHESHWAR S. THOMBRE]
JUDGE

Pooja Kale/