

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION**

WRIT PETITION NO. 1980 OF 2026

Bharat Petroleum Corporation Ltd. ...Petitioner
Versus
Bharat Petroleum Karmachari And Ors. ...Respondents

Mr. Anand Pai, Counsel a/w Rahul Sanghvi a/ Netaji Gawade i/b. M/s.
Sanjay Udeshi & Co. for the Petitioner.
Mr. Jignasha Pandya for the Respondent Nos.1 and 2.
Ms. Leena Patil a/w Mr. Prasanjay J. Sahani for Respondent No.3 – UOI.

**CORAM : R. I. CHAGLA AND
ADVAIT M. SETHNA, JJ.**

DATED : 10th FEBRUARY, 2026

P.C.:-

1. By this Writ Petition, the Petitioner is seeking a declaration that the proposed strike by Respondent No.1 pursuant to the impugned Notices dated 28 January 2026 respectively issued by Respondent Nos.1 and 2 is illegal and unjustified being contrary to the provisions of Sections 22, 23 and 24 of the Industrial Disputes Act, 1947 and/or even under Sections 62 and 63 of the Industrial Relations Code, 2020. Further, the prayer is sought that the Strike Notices dated 28 January 2026 issued by the Respondent No.2 is contrary to the law as it is a contract workers Union which has no employer-employee relationship with the Petitioner and accordingly warrants the setting aside of the said Strike Notice dated 28 January 2026.

2. The urgency for moving the present Writ Petition is that as per the impugned Strike Notices, strike has been called by Respondent Nos.1 and 2, on 12 February 2026.

3. Mr. Pai, learned counsel for the Petitioner has referred to the minutes of meeting dated 2 February 2026 between the Petitioner and representatives of Respondent Nos.1 and 2. He has submitted that the meeting with Respondent No.2 is without prejudice to the rights and contentions of the Petitioner, particularly in view of the Respondent No.2 being contract workers' Union and there is no employer-employee relationship with the Petitioner. He has placed reliance upon Section 22 of the Industrial Disputes Act, 1947 and Section 62 of the Industrial Relations Code, 2020 which provides for persons employed in a Public Utility Service/Industrial Establishments shall not go on strike in breach of contract. He has submitted that this provision is for persons employed, which will not apply to contract workers' Union.

4. The learned counsel appearing for the Respondent Nos.1 and 2 states on instructions that Respondent Nos.1 and 2 will not go on strike in view of the ongoing conciliation with the Petitioner and with due regard to the aforementioned provisions. The statement is accepted.

5. The ongoing conciliation between the Petitioner and Respondent No.2 is without prejudice to the contention of the Petitioner that Respondent No.2 being a contract workers Union, has no employer –

employee relationship with the Petitioner.

6. Writ Petition shall be placed for further consideration on 17 February 2026.

7. The parties shall act upon an authenticated copy of this order.

[ADVAIT M. SETHNA, J.]

[R.I. CHAGLA, J.]