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IN THE HIGH COURT OF JUDICATURE AT MADRAS

RESERVED ON 27.11.2025

PRONOUNCED ON 21.01.2026

CORAM

THE HONOURABLE MRS. JUSTICE N.MALA

WP.No.13279/2025 & WMP.No.14864/2025

Management
Caterpillar India Private Limited
Melnallathur Gramam
Thiruvallur District 602 002
rep.by its Authorised Signatory. .. Petitioner

Versus

General Secretary
Caterpillar India Private Thozhilalar Sangam
Melnallathur Gramam
Thiruvallur District 602 002. .. Respondent

Prayer:-Writ petition filed under Article 226 of the Constitution of India praying for issuance of a writ of certiorari calling for the records from the Industrial Tribunal, Chennai in IA.No.2/2024 in OP.No.18/2023, to quash the order dated 25.03.2025.



WP.No.13279/2025

WEB COPY

For Petitioner : Mr.A.L.Somayaji, Senior counsel
for Mr.G.Anandgopalan for
Agam Legal Advocates

For Respondent : Mr.V.Prakash, Senior counsel
for Mr.B.Gokul

ORDER

- (1)The above writ petition is filed by the Management of Caterpillar India Private Limited for a writ of certiorari, to quash the order dated 25.03.2025, passed in I.A.No.2 of 2024 in OP No.18 of 2023, by Industrial Tribunal, Chennai.
- (2)For the sake of convenience, the petitioner will be referred to as Management and the respondent will be referred to as Union.
- (3)The Management is a part of a Multi National Company, in existence for many decades and is engaged in the manufacture of off-road heavy vehicles, such as earth-movers, etc and also exports manufactured earth moving vehicles to various countries across the world. The Management and the Union signed settlements from the year 2003 onwards and the last of such settlements ended on 31.12.2022. On 23.12.2022, the Union



WP.No.13279/2025

submitted its Charter of Demands and in October, 2022, the Management submitted its demands. The petitioner states that discussions were held between the parties on various dates. Meanwhile, individual workmen signed the settlement with the Management. Accordingly, 246 workmen out of 326 workmen, signed the settlement with the Management. While so, the Union raised a dispute for wage revision and it was referred by the Government to the Industrial Tribunal, Chennai, and was numbered as OP.No.18/2023. In the said OP, the Management filed a Memo stating that it was ready to extend the benefit of the settlement entered into by it with the majority of individual workman, to the non-signatory workmen, who were members of the Union. However, the Union rejected the Management's offer by reply dated 07.02.2024. Contrarily, the Union filed an interim application in IA.No.2/2024, seeking interim relief of a sum of Rs.20,000/- per month. The Tribunal, vide its order dated 25.03.2025, allowed the IA, granting a sum of Rs.20,000/- as interim relief. Aggrieved by the impugned order dated 25.03.2025, in IA.No2/2024, the Management filed the above writ petition for the aforesaid relief.



WP.No.13279/2025

(4) The Union did not file a counter in the writ petition. However, from the averments made by the Union in the affidavit filed in support of IA.No.2/2024, it is seen that the Union contended that it had given its Charter of Demands on 23.12.2022 for wage revision and since, the Management refused to involve its President and Vice President in the negotiation process, it was constrained to raise an industrial dispute for wage revision on 30.01.2023. Thereafter, as the conciliation failed, the Government referred the dispute for adjudication under the present proceedings. The Union contended that with a view to impose its own terms of wage revision and service conditions, the Management refused to negotiate with the office bearers elected by the workers in a democratic process and obtained individual signatures from the workmen on dotted lines ignoring the Union. The Union further contended that since the Management failed to revise the wage structure of the workers in accordance with the prevailing economic conditions, the workers were unable to meet the huge rise in cost of living. The respondent/Union also contended that the Management was financially sound and it had the capacity to pay the interim relief.



WP.No.13279/2025

WEB COPY

(5)The learned counsel for the petitioner/Management submitted that the Tribunal, having observed that the Management was ready to extend the benefit of settlement without prejudice to the rights of the Management in the dispute, ought not to have granted interim relief to the non signatory workers of the respondent/Union. The learned counsel further submitted that in the absence of evidence and the basis for the claim of Rs.20,000/-, the Tribunal ought not to have allowed the interim relief, more so, when the claim was much higher than the wage increase given by the Management to the other workmen.

(6)The learned counsel for the respondent/Union, on the other hand, submitted that the Tribunal, after considering the entire materials rightly allowed the application. The learned counsel further submitted that the wages paid to the workmen by the Management were far below the fair wages paid to the workers in the other Factories in the same region. The learned counsel further submitted that the price escalation of essential commodities in the last three years revealed that the wage structure of the workers was not in accordance with the economic condition prevailing in



WP.No.13279/2025

the society. The learned counsel therefore submitted that the order of the Tribunal did not call for any interference.

(7) Heard both sides and perused the materials placed on record.

(8) The Management has challenged the interim relief granted by the Tribunal at Rs.20,000/- per month to the non-signatory workmen. In the impugned order, the Tribunal has factually found that there was no specific denial by the Management of the details of claim furnished by the Union. The Tribunal relying upon the offer of the Management to settle the benefits to non-signatory workmen, without prejudice to their rights in the dispute, allowed the petition for interim relief of Rs.20,000/- per month. The Tribunal further found that the Management was in sound financial condition and capable of paying the interim relief. The Tribunal observed that the relief granted will foster industrial peace and harmony in terms of better relationship between the parties.

(9) The Union in its affidavit, in support of the petition enumerated the various items of products and their price escalation in the last three years, in support of its contention that the workers wage structure was not commensurate with prevailing economic conditions. The Union also gave



WP.No.13279/2025

WEB COPY

details of wages paid to the workers in similar factories in the same region and contended that the wages paid by the Management were far below the industrial standards. The Union also referred to the profits earned by the Management from 2018 to 2023 and contended that the Management was in sound financial health and had the wherewithal to absorb the additional financial burden.

(10) In its counter affidavit, the Management did not deny any of the aforesaid factual particulars and the data furnished by the Union. In the absence of a specific denial, the Tribunal is fully justified in allowing the application for interim relief on the premise that it would foster industrial peace and harmony in terms of better relationship between the parties. I therefore find absolutely no compelling reasons to interfere with the well considered order of the Tribunal.

(11) The Union has claimed an interim relief of Rs.20,000/- per month from the date of claim. The Management opposes the claim stating that it is much higher than the wage increase given to the signatory workmen. In my view, since the relief claimed is only interim and subject to the outcome of the dispute, the excess payment if any made, can be recovered



WP.No.13279/2025

WEB COPY

by the Management. Under the circumstances, in order to balance the equities between the parties, this Court deems it appropriate to restrict the interim relief from the date of the Award of the Tribunal, i.e., from 25.03.2025, instead of from the date of claim.

(12) Accordingly, the Management is directed to pay the interim relief of Rs.20,000/- per month to the non-signatory workmen from 25.03.2025, within a period of twelve weeks from the date of receipt of a copy of this order.

(13) The writ petition is **disposed of with the above direction.** No costs. Consequently, connected miscellaneous petition is closed.

21.01.2026

Index: Yes

Neutral Citation: Yes

Speaking Order

Internet: Yes

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WP.No.13279/2025

To

- 1.The Authorised Signatory
Management
M/s.Caterpillar India Private Limited
Melnallathur Village
Thiruvallur 602 002.
- 2.The General Secretary
Caterpillar India Private Thozhilalar Sangam
Melnallathur Gramam
Thiruvallur District 602 002.



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WP.No.13279/2025

N.MALA, J.,

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Order in
WP.No.13279 /2025

21.01.2026