

**WP No. 10131 of 2018
C/W WP No. 3512 of 2018
WP No. 3513 of 2018
AND 5 OTHERS**

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 15TH DAY OF APRIL, 2026

BEFORE

THE HON'BLE MR. JUSTICE ANANT RAMANATH HEGDE

WRIT PETITION NO. 10131 OF 2018 (L-TER)

C/W

WRIT PETITION NO. 3512 OF 2018 (L-RES)

WRIT PETITION NO. 3513 OF 2018 (L-RES)

WRIT PETITION NO. 3514 OF 2018 (L-TER)

WRIT PETITION NO. 3515 OF 2018 (L-TER)

WRIT PETITION NO. 10129 OF 2018 (L-RES)

WRIT PETITION NO. 10130 OF 2018 (L-TER)

WRIT PETITION NO. 10132 OF 2018 (L-RES)

IN WP No. 10131/2018

BETWEEN:

H P SOMASHEKAR,
S/O B.PILLAPPA,
AGED ABOUT 43 YEARS,
D.NO.366, HOODI VILLAGE,
WHITEFIELD ROAD,
MAHADEVAPURA POST,
BANGALORE-560 048.

...PETITIONER

(BY SRI VINAYAK VAMANRAO KULKARNI, ADVOCATE)

AND:

THE MANAGEMENT OF
IFB AUTOMOTIVES PVT LTD.,
NO.16, VISWSHWARAIHAH INDUSTRIAL ESTATE,
1ST MAIN, OFF WHITEFIELD ROAD,
MAHADEVAPURA, BANGALORE-560 048.

...RESPONDENT

(BY SRI J KANIKARAJ, ADVOCATE)



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WP No. 3513 of 2018
AND 5 OTHERS**

THIS WRIT PETITION IS FILED UNDER ARTICLES 226 AND 227 OF THE CONSTITUTION OF INDIA PRAYING TO SET ASIDE THE AWARD DTD 5.6.2017 PASSED BY II ADDITIONAL LABOUR COURT, BANGALORE IN I.D. NO.31/2013 AS AT ANNEXURE-A AND TO DIRECT THE RESPONDENT TO RESTORE HIM INTO THEIR SERVICES AS TECHNICIAN WITH CONTINUITY OF SERVICE AND CONSEQUENTIAL BENEFITS.

IN WP NO. 3512/2018

BETWEEN:

M/S IFB AUTOMOTIVE PVT LTD.,
NO.16, VISWESHWARA INDUSTRIAL ESTATE,
STR MAIN ROAD, OFF. WHITEFIELD ROAD,
MAHADEVAPURA, BANGALORE - 560 048,
BY ITS DIRECTOR & CFO,
SRI SIDDARTHA CHATTARJI.

...PETITIONER

(BY SRI J KANIKARAJ, ADVOCATE)

AND:

MR. GANGADHARA N.S,
S/O LATE NAGAPPA,
AGED ABOUT 28 YEARS,
NO.179/2, H..P. SURYANARAYANACHARI,
D.NO.80, 2ND CROSS, WHITEFIELD ROAD,
HOODI, MAHADEVAPURA POST,
BANGALORE 560 048.

...RESPONDENT

(BY SRI NARAYANA SWAMY K B, ADVOCATE)

THIS WRIT PETITION IS FILED UNDER ARTICLES 226 AND 227 OF THE CONSTITUTION OF INDIA PRAYING TO CALL FOR THE ENTIRE RECORDS IN I.D.NO.30/2013 ON THE FILES OF THE HON'BLE PRESIDING OFFICER, SECOND ADDITIONAL LABOUR COURT, BANGALORE; QUASH THE IMPUGNED AWARD DATED 05.06.2017 PASSED BY THE HON'BLE SECOND ADDITIONAL LABOUR COURT, BANGALORE, IN I.D.NO.30/2013, IN SO FAR AS THE

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ORDER DIRECTING THE PETITIONER TO PAY AN AMOUNT OF RS.1,00,000/- AS COMPENSATION TO THE RESPONDENT IS CONCERNED IN THE IMPUGNED AWARD, APPENDED TO THE PETITION AS ANNEXURE-G.

IN WP NO. 3513/2018

BETWEEN:

M/S IFB AUTOMOTIVE PVT. LTD.,
NO.16, VISWESHWARA INDUSTRIAL ESTATE,
STR MAIN ROAD, OFF. WHITEFIELD ROAD,
MAHADEVAPURA, BANGALORE - 560 048,
BY ITS DIRECTOR & CFO,
SRI. SIDDARTHA CHATTARJI.

...PETITIONER

(BY SRI J KANIKARAJ, ADVOCATE)

AND:

MR. SOMASHEKAR,
S/O B. PILLAPPA,
AGED ABOUT 39 YEARS,
NO.366, HOODI VILLAGE,
MAHADEVAPURA POST,
BANGALORE - 560 048.

...RESPONDENT

(BY SRI VINAYAK VAMANRAO KULKARNI, ADVOCATE)

THIS WRIT PETITION IS FILED UNDER ARTICLES 226 AND 227 OF THE CONSTITUTION OF INDIA PRAYING TO CALL FOR ENTIRE RECORDS IN I.D.31/2013 ON THE FILES OF THE HON'BLE PRESIDING OFFICER, SECOND ADDL. LABOUR COURT, BENGALURU; QUASH THE IMPUGNED AWARD DATED 5.6.2017 PASSED BY THE HON'BLE SECOND ADDL. LABOUR COURT, BENGALURU IN I.D.31/2013 IN SO FAR AS THE ORDER DIRECTING THE PETITIONER TO PAY AN AMOUNT OF RS. 1,00,000/- AS COMPENSATION TO THE RESPONDENT IS CONCERNED IN THE IMPUGNED AWARD, APPENDED TO THE PETITION AS

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ANNEX-G.

IN WP NO. 3514/2018

BETWEEN:

M/S IFB AUTOMOTIVE PVT LTD.,
NO.16, VISWESHWARA INDUSTRIAL ESTATE,
STR MAIN ROAD, OFF. WHITEFIELD ROAD,
MAHADEVAPURA, BANGALORE - 560 048,
BY ITS DIRECTOR & CFO,
SRI. SIDDARTHA CHATTARJI.

...PETITIONER

(BY SRI J KANIKARAJ, ADVOCATE)

AND:

MR. RAGHU G.M,
S/O MALLAPPA SHETTY,
AGED ABOUT 32 YEARS,
RESIDENT OF RAGHAVENDRA NILAY,
1ST CROSS, 1ST MAIN, LAKSHMINAGAR LAYOUT,
MAHADEVAPURA POST, BANGALORE 560 048.

...RESPONDENT

(BY SRI NARAYANA SWAMY K B, ADVOCATE)

THIS WRIT PETITION IS FILED UNDER ARTICLES 226 AND 227 OF THE CONSTITUTION OF INDIA PRAYING TO CALL FOR ENTIRE RECORDS IN I.D.NO.32/2013 ON THE FILES OF THE HON'BLE PRESIDING OFFICER, 2ND ADDITIONAL LABOUR COURT, BANGALORE. QUASH THE IMPUGNED AWARD DTD 5.6.2017 PASSED BY THE HON'BLE 2ND ADDITIONAL LABOUR COURT, BANGALORE IN I.D.NO.32/2013, IN SO FAR AS THE ORDER DIRECTING THE PETITIONER TO PAY AN AMOUNT OF RS.1,00,000/- AS COMPENSATION TO THE RESPONDENT IS CONCERNED IN THE IMPUGNED AWARD, APPENDED TO THE PETITION AS ANNEXURE-G.

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IN WP NO. 3515/2018

BETWEEN:

M/S IFB AUTOMOTIVE PVT LTD.,
NO.16, VISWESHWARA INDUSTRIAL ESTATE,
STR MAIN ROAD, OFF. WHITEFIELD ROAD,
MAHADEVAPURA, BANGALORE - 560 048,
BY ITS DIRECTOR & CFO,
SRI SIDDARTHA CHATTARJI.

...PETITIONER

(BY SRI J KANIKARAJ, ADVOCATE)

AND:

MR. SHEKAR NAIK,
S/O SEETHYA NAIK,
AGED ABOUT 36 YEARS,
NO.8, NEAR ANJANEYA TEMPLE,
OPP. MANASU RESIDENCE,
SEETHARAMPALYA, MAHADEVAPURA POST,
BANGALORE - 560 048.

...RESPONDENT

(BY SRI NARAYANA SWAMY K B, ADVOCATE)

THIS WRIT PETITION IS FILED UNDER ARTICLES 226 AND 227 OF THE CONSTITUTION OF INDIA PRAYING TO CALL FOR THE ENTIRE RECORDS IN I.D.NO.33/2013 ON THE FILES OF THE HON'BLE PRESIDING OFFICER, SECOND ADDITIONAL LABOUR COURT, BANGALORE; QUASH THE IMPUGNED AWARD DATED 05.06.2017 PASSED BY THE HON'BLE SECOND ADDITIONAL LABOUR COURT, BANGALORE, IN I.D.NO.33/2013, IN SO FAR AS THE ORDER DIRECTING THE PETITIONER TO PAY AN AMOUNT OF RS.1,00,000/- AS COMPENSATION TO THE RESPONDENT IS CONCERNED IN THE IMPUGNED AWARD, APPENDED TO THE PETITION AS ANNEXURE-F.

IN WP NO. 10129/2018

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BETWEEN:

GANGADHARA N S,
AGED ABOUT 33 YEARS,
S/O LATE NAGAPPA,
C/O H P SURYANARAYANACHARI,
NO.179/2, DOOR NO.180,
2ND CROSS, WHITEFIELD ROAD,
HOODI, MAHADEVAPURA POST,
BANGALORE-560048.

...PETITIONER

(BY SRI NARAYANA SWAMY K B, ADVOCATE)

AND:

THE MANAGEMENT OF
IFB AUTOMOTIVES PVT LTD,
NO.16, VISWESHWARAI AH INDUSTRIAL ESTATE,
IST MAIN, OFF WHITEFIELD ROAD,
MAHADEVAPURA, BANGALORE-560048

...RESPONDENT

(BY SRI J KANIKARAJ, ADVOCATE)

THIS WRIT PETITION IS FILED UNDER ARTICLES 226 AND 227 OF THE CONSTITUTION OF INDIA PRAYING TO SET ASIDE THE AWARD DATED 05.06.2017 PASSED BY II ADDITIONAL LABOUR COURT, BANGALORE IN I.D.NO.30/2013 AS AT ANNEXURE-A AND TO DIRECT THE RESPONDENT TO RESTORE HIM INTO THEIR SERVICES AS TECHNICIAN WITH CONTINUITY OF SERVICE AND CONSEQUENTIAL BENEFITS.

IN WP NO. 10130/2018

BETWEEN:

RAGHU,
AGED ABOUT 46 YEARS,
S/O LATE MALLAPPA SHETTY,
RAGHAVENDRA NILAYA, 3RD CROSS,
3RD MAIN, LAXMISAGARA LAYOUT,

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MAHADEVAPURA POST, BANGALORE.

...PETITIONER

(BY SRI NARAYANA SWAMY K B,ADVOCATE)

AND:

THE MANAGEMENT OF
IFB AUTOMOTIVES PVT LTD.,
NO.16, VISWESHWARAIHAH INDUSTRIAL ESTATE,
1ST MAIN, OFF WHITEFIELD ROAD,
MAHADEVAPURA, BANGALORE-560 048.

...RESPONDENT

(BY SRI J KANIKARAJ, ADVOCATE)

THIS WRIT PETITION IS FILED UNDER ARTICLES 226 AND 227 OF THE CONSTITUTION OF INDIA PRAYING TO SET ASIDE THE AWARD DATED 05.06.2017 PASSED BY II ADDITIONAL LABOUR COURT, BANGALORE IN I.D. NO.32/2013 AS AT ANNEXURE-A AND TO DIRECT THE RESPONDENT TO RESTORE HIM INTO THEIR SERVICES AS TECHNICIAN WITH CONTINUITY OF SERVICE AND CONSEQUENTIAL BENEFITS.

IN WP NO. 10132/2018

BETWEEN:

SHEKAR NAYAK,
AGED ABOUT 36 YEARS,
S/O SRI SEETHYA NAYAK,
NO.8, NEAR ANJANEYA TEMPLE,
OPP MANASA RESIDENCY, SEETHARAMA PALYA,
MAHADEVAPURA POST, BANGALORE - 560048.

...PETITIONER

(BY SRI K B NARAYANA SWAMY, ADVOCATE)

AND:

THE MANAGEMENT OF
IFB AUTOMOTIVES PVT LTD.,

**WP No. 10131 of 2018
C/W WP No. 3512 of 2018
WP No. 3513 of 2018
AND 5 OTHERS**

NO.16,VISWESHWARAIAH INDUSTRIAL
ESTATE, 1ST MAIN, OFF WHITEFIELD ROAD,
MAHADEVAPURA, BANGALORE-560 048.

...RESPONDENT

(BY SRI J KANIKARAJ, ADVOCATE)

THIS WRIT PETITION IS FILED UNDER ARTICLES 226 AND 227 OF THE CONSTITUTION OF INDIA PRAYING TO SET ASIDE THE AWARD DTD 5.6.2017 PASSED BY II ADDITIONAL LABOUR COURT, BANGALORE IN I.D.NO.33/2013 AS AT ANNEXURE-A AND TO DIRECT THE RESPONDENT TO RESTORE HIM INTO THEIR SERVICES AS TECHNICIAN WITH CONTINUITY OF SERVICE AND CONSEQUENTIAL BENEFITS.

THESE PETITIONS HAVING BEEN HEARD AND RESERVED FOR ORDERS ON 26TH MARCH, 2026 AND COMING ON FOR PRONOUNCEMENT THIS DAY, THE COURT PRONOUNCED THE FOLLOWING:

CORAM: HON'BLE MR. JUSTICE ANANT RAMANATH HEGDE

CAV ORDER

Writ Petition No. 10131/2018 is filed by the workman challenging the part of the award dated 05.06.2017 passed by the II Additional Labour Court, Bengaluru, in I.D. No. 31/2013.

2. In terms of the said Award, the Labour Court has allowed the claim statement filed by the workman in part. The respondent-Management is directed to pay compensation of

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Rs.1,00,000/- to the workman and the Management is directed to issue an appointment order with effect from 01.11.2010 to the workman in IFB Appliances Pvt. Ltd. with continuity of service and consequential benefits. The workman's claim for appointment in IFB Automotive Private Limited is rejected.

3. Aggrieved by the Award rejecting the claim for appointment in IFB Automotive Private Limited, the petitioner-workman is before this Court.

4. The Management has filed Writ Petition No. 3513/2018 assailing the Award dated 05.06.2017 in I.D. No.31/2013 to the extent of directing payment of Rs. 1,00,000/- as compensation.

5. Writ Petition No.10132/2018 is filed by the workman challenging part of the Award dated 05.06.2017 passed by the Second Additional Labour Court, Bengaluru, in I.D. No.33/2013.

6. In terms of the said Award, the Labour Court allowed the workman's claim statement in part. The respondent-Management was directed to pay compensation of Rs.1,00,000/- to the workman and to issue an appointment

order effective from 04.11.2010 for a position at IFB Appliances Pvt. Ltd. This appointment includes continuity of service, consequential benefits, and all other benefits under various Labour Statutes. However, the workman's claim for an appointment at IFB Automotive Private Limited was rejected.

7. Aggrieved by the Award to the extent that it rejected the claim for appointment at IFB Automotive Private Limited, the workman has approached this Court.

8. The respondent/Management has filed Writ Petition No.3515/2018, assailing the Award dated 05.06.2017 in I.D. No.33/2013 specifically regarding the direction to pay the awarded compensation of Rs.1,00,000/-.

9. Writ Petition No.10129/2018 is filed by the workman challenging part of the Award dated 05.06.2017 passed by the Second Additional Labour Court, Bengaluru, in I.D. No.30/2013.

10. In terms of the said Award, the Labour Court allowed the workman's claim statement in part. The respondent-Management was directed to pay compensation of Rs.1,00,000/- to the workman and to issue an appointment

order effective from 04.11.2010 for a position at IFB Appliances Pvt. Ltd., with continuity of service, consequential benefits, and all statutory benefits. The workman's claim for appointment at IFB Automotive Private Limited was rejected.

11. Aggrieved by the Award rejecting the claim for appointment at IFB Automotive Private Limited, the workman has approached this Court.

12. The respondent-Management has filed Writ Petition No.3512/2018, assailing the Award dated 05.06.2017 in I.D. No.30/2013 regarding the direction to pay the awarded compensation of Rs.1,00,000/-.

13. Writ Petition No.10130/2018 is filed by the workman challenging part of the Award dated 05.06.2017 passed by the Second Additional Labour Court, Bengaluru, in I.D.No.32/2013.

14. In terms of the said Award, the Labour Court allowed the workman's claim statement in part. The respondent-Management was directed to pay compensation of Rs. 1,00,000/- to the workman and to issue an appointment order effective from 01.11.2010 for a position at IFB Appliances

Pvt. Ltd., with continuity of service, consequential benefits, and all statutory benefits. The workman's claim for appointment at IFB Automotive Private Limited was rejected.

15. Aggrieved by the Award rejecting the claim for appointment at IFB Automotive Private Limited, the workman has approached this Court.

16. The respondent-Management has filed Writ Petition No.3514/2018, assailing the Award dated 05.06.2017 in I.D. No. 32/2013 regarding the direction to pay the awarded compensation of Rs.1,00,000/-.

17. For the sake of convenience, the workman is referred to as the petitioner and the employer is referred to as the respondent, irrespective of their ranking in the Writ Petitions.

18. The petitioner-workman in W.P.No.10131/2018 claims as under:

18.1 The petitioner joined the respondent on 20.05.1997 as a casual worker. On 01.11.2010, the workman was appointed as a Regular Technician. On 28.09.2012, the

respondent terminated the services of the workman. The petitioner raised a dispute on the premise that the termination is illegal.

18.2 The respondent-employer before the Labour Court, even before the statement of objection was filed, submitted a memo on 29.07.2013, which reads as under:

"The Second Party herein most respectfully submits, that without prejudice to it's right to file a detailed counter statement in the above matter, it is respectfully submitted that this honble court be pleased to direct the first party workman to report to work at M/s. I F B APPLICANCES (sic) LTD."

18.3 It is further submitted that, all other terms and conditions of employment, shall remain unaltered and that the offer of employment is with continuity of service and protection of the wages as already drawn by the workman hitherto.

18.4 The petitioner filed a reply to the said memo on 12.08.2013. In the said reply, essentially the petitioner-workman contended that, he was appointed by IFB Automotive Private Limited and is governed by the wages and service conditions applicable to employees of IFB Automotive Private

Limited. IFB Appliances Private Limited is a separate company and a distinct legal entity. The offer made by IFB Automotive Limited amounts to a transfer of service from one company to another and the same is not permissible in law, and it also affects the seniority of the workman.

18.5 In addition, the workman in the said reply memo dated 12.08.2013 has further stated as under:

"2. However, in order to respect the offer of II Party/Management and in order to settle the dispute amicably, I Party/Workman agrees to report to work at IFB Appliances Ltd. for a short period and subject to an assurance by the II Party/Management that he would be taken back to duty at II Party/Management within a period of 3- 4 months".

(Emphasis supplied)

18.6 To the said reply dated 12.08.2013, the respondent/Employer filed a rejoinder on 22.08.2013. The said rejoinder reads as under:

"xxxxx First party's acceptance of offer of employment to work in the sister concern for a period of only 3 to 4 months, is not acceptable.

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It is respectfully submitted that in view of the recession that is being faced by the second party, there is no adequate work in the second party establishment, and that the second party is also contemplating of declaring lay-off/and or retrench workmen due to lack of work in the factory. In fact there are several days where workmen are kept idle and paid wages, which has considerably increased the overhead cost and it has had a deleterious bearing on the second party.

Under such circumstances, it is advisable that the workmen, report to work, at the place where employment is offered, and continue to work there and earn wages, and that they will in no way be prejudiced in the employment conditions.

Wherefore, it is prayed that this hon'ble court be pleased to direct the first party to report to work forthwith and earn wages, without treating this as a prestige issue."

(Emphasis supplied)

18.7 To the said rejoinder dated 22.08.2013, the petitioner/workman filed a reply dated 26.08.2013 and it reads as under:

"The I party in the above matter submits that he will report for duty w.e.f 2.9.2013 at 8.30 am as desired by the II Party.

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Hence the I pray that this Hon'ble Court may be (sic)directed (sic) the II party permit them(sic) to resume duty in the interest of justice and equity".

18.8 The petitioners in W.P. No.10132/2018, W.P. No.10129/2018 and W.P. No.10130/2018 were also terminated on 28.09.2012. It is relevant to notice the contents of the memos filed in all the cases before the Labour Court are the same. Hence, the contents of the memos in other cases are not reproduced.

20. Admittedly, there is no Court order on the above-said memos filed by the parties, though both sides had prayed for orders on the said memos.

21. There is no dispute that the petitioners-workmen joined IFB Appliances Ltd. However, the claim petitions were not withdrawn. The respondent filed the counter statement, and the respondent asserted that the workman has joined employment with IFB Appliances Private Limited, which is the sister concern of the respondent/Employer. It is pleaded that the workmen have undergone training for one month and the salary has been enhanced and continuity of services and back

wages for the period 28.09.2012 to 01.09.2013 will be provided and the seniority will be protected.

22. In addition to that, without prejudice to the contentions raised in the counter statement, the respondent-Employer has contended that, in case the workmen are not willing to continue in employment with IFB Appliances Pvt. Ltd., the Court may award suitable compensation to the workmen instead of reinstatement.

23. Thereafter, the parties led evidence and the Labour Court has passed the impugned Award.

24. As already noticed, the workmen are before this Court challenging the part of the Award denying employment under IFB Automotive Private Limited and the respondent-employer is before this Court challenging the Award directing compensation of Rs.1,00,000/-.

25. Learned counsel appearing for the workmen would urge that the Labour Court erred in not passing an award for reinstatement and not granting continuity of service under IFB Automotive Private Limited. It is urged that, the procedure for lay-off or retrenchment was not followed and, without there

being any reason, the workmen have been removed from service; the Labour Court could not have directed appointment under IFB Appliances Private Limited, which is not a party to the proceeding.

26. It is also urged that the workmen joined IFB Appliances Private Limited as an interim measure on the condition that the workmen should be reappointed in IFB Automotive Private Limited and that the workmen never agreed to be in permanent employment under IFB Appliances Private Limited.

27. Learned counsel appearing for the respondent urged that the offer was made by the respondent to join the services under IFB Appliances Private Limited, which is the sister concern of the respondent-Employer, and the offer also ensured continuity of service, pay protection, and seniority.

28. Initially, when the workmen filed a separate counter to the memo filed by the respondent-employer, each workman put a rider that he is joining employment only for a period of 3-4 months. However, later, after the rejoinder by the respondent, each workman filed one more memo dated

26.08.2013, unconditionally agreeing to join the employment under IFB Appliances Private Limited. Thereafter, the workmen underwent training for one month in IFB Appliances Private Limited and is working under IFB Appliances Private Limited. That being the position, the workmen could not have proceeded with the claim petitions, as the dispute did not subsist. Thus, it is urged that the Labour Court, having directed the issuance of an appointment order with IFB Appliances Pvt. Ltd. with retrospective effect to provide continuity of service, could not have awarded compensation of Rs.1,00,000/-.

29. The Court has considered the contentions raised at the Bar and perused the records.

30. The dispute arose on the premise that, the termination of the petitioners-workmen is illegal. The prayer in each claim petition is to set aside the order terminating the petitioner and to reinstate the petitioner under IFB Automotive Pvt. Ltd.

31. The respondent filed a memo dated 29.07.2013 stating that the respondent is willing to offer employment to the workman in IFB Appliances Limited, which is a sister

concern of the respondent-Employer. Thereafter, the counter memos have been filed, as already noted above. The workmen joined IFB Appliances Private Limited. Admittedly, there is no Court order on the above-said memos.

32. The respondent-employer filed a statement of objection recording the fact that, the petitioners are employed in IFB Appliances Private Limited.

33. Despite the stand taken in the counter and despite the workmen joining the employment under IFB Appliances Ltd., the claim petitions were not withdrawn. A joint memo reporting the alleged settlement was not presented before the Labour Court.

34. On 05.06.2014, the Labour Court framed the issues as under:

- "(1) Whether termination of first party/claimant is unjust, arbitrary, and illegal?*
- (2) Whether the second party/respondent proves that the first-party/claimant refused to carry out the work assigned to him?*
- (3) What relief is first party/claimant entitled?*

(4) *What award?"*

35. As can be noticed, it is evident that no issue was framed relating to the subsequent employment pursuant to the alleged settlement.

36. The respondent-employer is now contending that the dispute was settled before the Labour Court. The petitioners-workmen contend that evidence was led on all issues referred to above and that it would demonstrate that, the dispute was not settled and the employment in IFB Appliances Private Limited was only a stop-gap or in the nature of an interim measure.

37. The question of whether there was a settlement or not, or whether the workmen agreed to work temporarily under IFB Appliances Pvt. Ltd., are questions of fact required to be decided by the Labour Court. However, no such issue was framed.

38. Without framing any such issue, the Labour Court proceeded to pass an award holding that each workman is entitled to Rs.1,00,000/- and each workman is to be employed by IFB Appliances Private Limited, which is not a party to the

proceeding. Although there is no specific issue relating to the alleged settlement, the Labour Court has, in effect, upheld the alleged settlement.

39. It is relevant to note that the findings on issues No.1 and 2 are in favor of the petitioners.

40. From the reply memo dated 12.08.2013 filed by the workman, it is evident that each workman imposed a condition that, he was willing to work under IFB Appliances Private Limited for a short period of 3 to 4 months and thereafter, the workman filed one more memo dated 26.08.2013 stating that he was willing to join the employment.

41. In the last reply memo dated 26.08.2013, the workmen did not impose any condition. That would give an indication that the workmen might have given up the claim relating to employment for 3 to 4 months. Thus, the Court is required to consider, *"whether the petitioners have given up their claims relating to employment under the respondent?"*

42. However, what is interesting is that, in the statement of objection, the employer has contended that the workmen are not attending to the work outside the premises on

the ground that work outside the premises was not part of the job profile. It is also submitted on behalf of the respondent that the petitioners are not wearing the uniform of IFB Appliances Limited, stating that the petitioners are the employees of IFB Automotive Limited.

43. The questions for consideration are, *"whether the dispute which was referred for adjudication was settled before the Award was passed?"* and *"whether the Labour Court is justified in passing the impugned award which, in effect, has given approval to the alleged settlement without there being any issue?"*

44. In the normal course of things, the Court would have remitted the matter to the Labour Court for considering the said issue. The dispute is almost 14 years old. And evidence is on record to give a finding on the said question. Thus, the Court has proceeded to decide the said question relating to the alleged settlement.

45. The term "settlement" is defined under Section 2(p) of the Industrial Disputes Act, 1947 (Act, 1947), and the definition Section 2(p) reads as under:

2. Definitions.- *In this Act, unless there is anything repugnant in the subject or context,-*

XXXXXX

(p) "settlement" means a settlement arrived at in the course of conciliation proceeding and includes a written agreement between the employer and the workmen arrived at otherwise than in the course of conciliation proceeding where such agreement has been signed by the parties thereto in such manner as may be prescribed and a copy thereof has been sent to an officer authorized in this behalf by the appropriate Government and the Conciliation Officer."

(Emphasis supplied)

46. From the said definition, it is evident that a settlement arrived at otherwise than in the course of a conciliation proceeding has to be in writing and signed by the parties to it. The definition would also indicate that it has to be in a prescribed form and a copy has to be sent to the officer authorized in this behalf by the appropriate Government and the Conciliation Officer.

47. The respondent-employer does not assert that the settlement was recorded in writing and signed by both parties in the prescribed manner. The respondent is urging that the

“settlement” is to be gathered and understood from the conduct of the parties and from the terms of the memos and counter-memos filed by both parties before the Labour Court.

48. The respondent has referred to the alleged settlement in the statement of objection filed before the Labour Court, as can be noticed from paragraphs No.4, 5, and 6 of the claim statement extracted below:

"(4) It is submitted that during the pendency of the aforesaid dispute, the second party has offered employment to the first party in their sister concern, M/s IFB Appliances Limited, which is located adjacent to second party. This offer of employment was made vide Memo dated 22.08.2013 for the reasons stated therein.

(5) It is submitted that the second party has also agreed that the first party would be paid the same salary that he was earning earlier. It is submitted that accordingly first party has reported to work at their sister concern effective from 02.09.2013.

(6) It is submitted that the first party was provided training for a period of one month so as to enable him to carry out the work assigned to him at M/s IFB Appliances Limited, and the first party has completed training successfully."

49. In paragraph No. 9, the respondent has stated as under:

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"(9) It is submitted that in view of the second party agreeing to provide continuity of service and back wages from the date of termination till they were reinstated in IFB Appliances Limited, the claim of the first party does not survive for consideration, as his claim of employment, back wages, continuity of service having been fulfilled."

50. Whether the conduct of the workmen amounts to a settlement as urged by the respondent or whether it operates as an estoppel against the workmen from claiming employment in IFB Automotive Private Limited has to be considered.

51. The Court has considered the pleadings and evidence led by both parties.

52. In the examination-in-chief, the petitioners claim that they have been wrongly terminated without there being any cause. In the cross-examination of the Management witnesses, it has been suggested that a good number of contract laborers are working in a place where the petitioners worked and there was no need to terminate the petitioners' employment.

53. In addition, it is also stated that the petitioners were the office bearers of the Union and, as such, were victimized.

54. It is relevant to notice that in paragraph No.7 of the statement of objection, the respondent has stated as under:

"7. It is submitted that as a part of his employment, the first party is required to go to the customers' place to provide service, and the first party despite being trained to provide the required service, the first party has been refusing to go to the customers' place for servicing work. It is submitted that despite the same, the first party has been granted increment including the period he was out of employment in the second party and his salary was enhanced from Rs.9,087/- to Rs.17,133/-".

55. This statement of objection is also reiterated in the examination-in-chief by the Management witness. The aforementioned stand would indicate that the petitioners have not given up the claim relating to employment in IFB Automotive Limited. It is also evident from the evidence in the petitioners' examination-in-chief. Had the petitioners given up the claim relating to employment in IFB Automotive Limited, there would not have been any evidence for reinstatement.

56. It is also relevant to notice that the respondent has not objected to the petitioners leading evidence relating to employment in IFB Automotive Limited.

57. In addition, if the stand taken by the respondent that the petitioners are not visiting the customers' places for service on the premise that it is not their job profile in IFB Automotive Ltd is correct, one cannot conclude that the workman has accepted the job in IFB Appliances Ltd, by giving up the claim for reinstatement in IFB Automotive Ltd.

58. The same analogy applies to the petitioners not wearing the uniform of IFB Appliances Ltd. These facts demonstrate that there was no settlement as alleged. The petitioners undergoing training for a month in IFB Appliances cannot be termed as an act of abandoning the claim for reinstatement in IFB Automotive Ltd, more so in a situation when the petitioners were pursuing the claim before the Labour Court and were protesting against a certain kind of work in IFB Appliances.

59. More than anything else, what is intriguing is, why the settlement was not reported to the Labour Court by

presenting a joint memo or application. If there was a settlement where the petitioners agreed to be employed in IFB Appliances, then said settlement would have been reported in the form of a joint memo or application signed by both parties and the petition would have been withdrawn. Such a course was not adopted.

60. Thus, one can certainly hold that the petitioners have not given up the claim relating to employment in IFB Automotive Limited. This being the position, the contention that there was a settlement and that it has to be ascertained from the conduct of the parties cannot be accepted.

61. Whether the conduct of the petitioners amounts to estoppel, cannot be considered as there is no pleading in this behalf, and the pleading and evidence led by the respondent-employer itself would suggest that the petitioners were protesting about the employment in IFB Appliances Private Limited. Thus, the principle of estoppel cannot be applied against the petitioners.

62. Although the learned counsel for the respondent has referred to the statement of WW.1 in the cross-examination dated 20.08.2014 to contend that the petitioner in W.P. No.10132/2018 has admitted that all the relief claimed by him is granted, the Court is of the view that the said statement in paragraph No.10 cannot be construed as an admission relating to all reliefs.

63. Said paragraph No.10 reads as under:

“10. ಆಡಳಿತವರ್ಗದಿಂದ ನನಗೆ ಬರಬೇಕಾಗಿದ್ದ ಎಲ್ಲಾ ಬಾಕಿ ಸಂಬಳ ಬಂದಿದೆ. ಅದಕ್ಕೆ ನಾನು ನೀವು ನನಗೆ ನೋಡಲು ಕೊಟ್ಟಿರುವ ಸ್ವೀಕೃತಿಯನ್ನು ಕೊಟ್ಟಿದ್ದೇನೆ. ಇದು ನಿಎಂ.1 ಆಗಿದೆ. ತನ್ನ ಸಂಸ್ಥೆಯಲ್ಲಿಯೇ ಕೆಲಸ ಕೊಡದೇ ಸೋದರಿ ಸಂಸ್ಥೆಯಲ್ಲಿ ಕೆಲಸ ಕೊಟ್ಟಿರುವ ಬೇಸರವಲ್ಲದೇ ನನ್ನ ಬಾಕಿ ಬರಬೇಕಾಗಿರುವ ಎಲ್ಲಾ ಪರಿಹಾರ ನನಗೆ ಬಂದಿದೆ.”

64. W.P. No.10130/2018 has admitted that all the relief claimed by him is granted, the Court is of the view that the said statement in paragraph No.10 cannot be construed as an admission relating to all reliefs.

65. Said paragraph No.10 reads as under:

“ನಾನು ಈ ಪ್ರಕರಣದಲ್ಲಿ ಕೇಳಿಕೊಂಡಂತಹ ಎಲ್ಲಾ ಪರಿಹಾರಗಳು ನನಗೆ ಸಿಕ್ಕಂತೆ ಆಗಿವೆ. ಆದರೆ ನಮ್ಮ ಸಂಸ್ಥೆಯಲ್ಲಿ ಕೆಲಸ ಮಾಡುತ್ತಿದ್ದ ಕೆಲಸವನ್ನು ಕೊಡದೇ ಸೋದರಿ

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ಸಂಸ್ಥೆಯಲ್ಲಿ ಬೇರೆ ಕೆಲಸ ಕೊಟ್ಟಿದ್ದಾರೆ. ನಾನು ಮೊದಲು ಮಾಡುತ್ತಿದ್ದ ಸಂಸ್ಥೆಯಲ್ಲಿಯೇ ನನಗೆ ಕೆಲಸ ಕೊಟ್ಟರೆ ನನಗೆ ಸಂಪೂರ್ಣ ಸಮಾಧಾನವಾಗುತ್ತೆ."

66. The aforementioned statements indicate that the above two workmen have not admitted in clear terms that all the reliefs claimed by them have been granted to them. These statements at the most would mean reliefs granted are similar to the relief claimed insofar as wages are concerned. It can be gathered from the said statements that the workmen are not happy with employment in IFB Appliances Ltd.

67. Hence, the Court is of the view that the respondent-employer has not made out a case to establish the contention relating to the alleged settlement.

68. The Labour Court has awarded compensation of Rs. 1,00,000/- to the petitioners, probably on the premise that the petitioner is not given employment in the respondent-establishment. The Court is of the view that in case a direction is issued to reinstate the petitioners in the respondent-Establishment, then the petitioner is not entitled to Rs.1,00,000/- damages as awarded.

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69. There is no question of any back wages as wages payable to the petitioner are paid by M/s IFB Appliances Limited, which is stated to be a sister concern of the respondent. The continuity of services is to be provided with all other consequential benefits flowing from employment in IFB Automotive Ltd.

70. Hence the following:

ORDER

- (i) Writ Petitions No.10131/2018, 10129/2018, 10130/2018 and 10132/2018 are **allowed**.
- (ii) The respondent-Employer in each petition is directed to reinstate the petitioner-workman in the respondent-Establishment by providing continuity of service in the respondent-Establishment and all other consequential benefits, if anything is required to be paid after adjusting the benefits paid to the petitioner-workman in the M/s IFB Appliances Limited.
- (iii) Writ Petitions No.3515/2018, 3512/2018, 3513/2018, 3514/2018 are **allowed in part**.
- (iv) The Awards in I.D.Nos.30/2013, 31/2013, 32/2013 and 33/2013 of II Additional Labour

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Court, Bengaluru directing compensation of
₹1,00,000/- are set aside.

(v) No order as to costs.

**Sd/-
(ANANT RAMANATH HEGDE)
JUDGE**

BRN/GVP