MANU/MH/1078/2003

Equivalent Citation: 2004(2)BomCR239

IN THE HIGH COURT OF BOMBAY

Writ Petition No. 3002 of 1999

Decided On: 25.06.2003

Appellants: **Shaukat Ali and Anr.**
Vs.
Respondent: **Economic Engineering Corporation and Ors.**

Hon'ble Judges/Coram:
R.M.S. Khandeparkar, J.

Counsels:
For Appellant/Petitioner/Plaintiff: N.M. Ganguli and K.G. Poojari, Advs.

For Respondents/Defendant: S.C. Naidu and Jay Choksy, Advs.,i/b., C.R. Naidu and Co. for respondents No. 1 to 1-E and K.S. Bapat, Adv. for respondent No. 2

Case Note:

(i) Labour and Industrial - award - Sections 2, 10 A, 11 (1), 17, 17 A and 18 of Industrial Disputes Act, 1947 - in order that decision of Labour Court can be termed as Award - it has to disclose determination of any industrial dispute or any question relating thereto - term 'determination' would reveal application of mind by Court to dispute or any question relating thereto placed before it for adjudication - any decision has to reveal reasonings and grounds on which final conclusion is arrived at by judicial or quasi-judicial authority - in absence thereof it cannot be called as determination of dispute.

(ii) Settlement - Section 19 of Industrial Disputes Act, 1947 - merely because settlement is arrived at after industrial dispute is referred to Tribunal - it does not and cannot cease to be settlement - Tribunal cannot refuse to accept settlement made by parties - there is no provision in Act which gives power to Industrial Tribunal to veto settlement arrived at between parties - Award based on settlement must operate as provided by Section 19 (2).

JUDGMENT

R.M.S. Khandeparkar, J.

1. Heard the learned Advocates for the parties. Perused the records.

2. The petitioners are challenging the Awards dated 24-3-1999, passed in Reference (IDA) Nos. 493 of 1987 and 685 of 1989 by the Labour Court, Mumbai. The challenge is two-fold, namely, that the Awards in question are not in accordance with the

provisions of the Industrial Disputes Act, 1947, hereinafter called as "the said Act" in as much as that the same do not specify the ingredients of the definition of "Award" under section 2(b) of the said Act, the secondly, that the settlement, based on which the Awards were passed, was not fair and reasonable and the same totally ignored by the Labour Court while passing the impugned Awards.

3. During the pendency of the said two references for adjudication before the Labour Court, a memorandum of settlement was executed between the respondent No. 1 and the respondent No. 2, who was representing the workmen employed in the undertaking of the respondent No. 1 and on presentation of the same before the Labour Court in the said reference, it was marked CU-1 by the Labour Court and pursuant to the said settlement, the references were disposed of by the impugned Awards. In terms of the settlement, the respondent No. 2 agreed for acceptance of a lumpsum amount of Rs. 27 lakhs as full and final settlement in relation to all the demands and claims raised by it against the respondent No. 1 in the matters which were enlisted under the Annexed B to the said memorandum. It was further agreed that the amount of Rs. 27 lakhs was disbursed amongst the workmen.

4. While assailing the impugned Awards, the learned Advocate appearing for the petitioners submitted that in terms of section 2(b) of the said Act, the Labour Court has to determine the dispute on application of its mind and such an exercise should be revealed from the Award itself and in the absence thereof it cannot be said to be an Award within the meaning of the said expression under the said Act. Considering the fact that the Labour Court has merely accepted the memorandum of settlement and placed it on record and thereby has sought to dispose of the proceedings by calling the order of taking the memorandum on record to be the Award, has acted illegally and therefore the impugned Awards are liable to be set aside. He has further submitted that the Labour Court has not considered as to whether the settlement is just and fair and has mechanically accepted the same and on that count also the interference of this Court is called for. Reliance is sought to be placed in the decision of the Madhya Pradesh High Court in the matter of Sital Sukhiram v. Central Government Industrial Tribunal-cum-Labour Court, Wright Town, Jabalpur and others, reported in MANU/MP/0050/1969 : (1969)IILLJ275MP and Cox and Kings (Agents) Limited v. Workmen, reported in 1997(I) L.L.J. 471, in support of the contentions on behalf of the petitioners. The learned Advocates appearing on behalf of the respondent Nos. 1 and 2, on the other hand, have submitted that the expression "determination" in the definition in section 2(b) while defining the term "Award" relates to termination or conclusion of the proceedings before the Labour Court in relation to the reference made and since the impugned Awards clearly disclose termination of the proceedings pursuant to the settlement between the parties, and therefore there is no scope to contend that the impugned Awards do not amount to Awards within the meaning of the said expression under the said Act. It is further submitted that the law on the point of settlement between the parties is well-settled and it is not open for the Labour Court to adjudicate upon the fairness or otherwise of the settlement arrived at between the parties in accordance with the provisions of law and once the Labour Court is satisfied that the settlement is within the meaning of section 2(b) and does not violate any of the provisions of the said Act or the Rules made thereunder, the Labour Court or the Industrial Court is enjoined to pass the Award in accordance with such settlement. The Labour Court in the case in hand having done so that being apparent from the Awards passed by the Labour Court, there is no case made out for interference therein in writ jurisdiction. Reliance is sought to be placed in the decisions in the matters of Sirsilk Ltd. v. Government of Andhra Pradesh and another, reported in MANU/SC/0140/1963 : (1963)IILLJ647SC

New Standard Engg. Co. Ltd. v. M.L. Abhyankar and others, reported in MANU/SC/0277/1978 : (1978)ILLJ487SC , Hindustan Housing Factory Employees Union v. Hindustan Housing Factory Ltd. and others, reported in 1997(II) L.L.J. 222, State of Bihar v. Ganguli (D.N.) and others, reported in MANU/SC/0111/1958 : (1958)IILLJ634SC , M/s. Garment Cleaning Works v. D.M. Aney and another, reported in MANU/MH/0036/1970 : (1970)IILLJ195Bom , and an unreported decisior of the learned Single Judge of this Court, as he then was, in Writ Petition No. 730 of 1983, J.K. Chemicals Ltd. v. B.D. Borude and others, delivered on 13-7-1989.

5. The first point which arises for consideration, therefore, is as to what is "Award" within the meaning of the said expression under the said Act. Undoubtedly, section 2(b) of the said Act defines the term "Award" to mean an interim or a final determination of any industrial dispute or of any question relating thereto by any Labour Court, Industrial Tribunal or National Industrial Tribunal and includes an arbitration Award made under section 10-A of the said Act. Bare reading of the said definition clause would disclose that in order to classify an order or decision of the Labour Court to be an Award, it has to be a determination of any industrial dispute or any question relating thereto. The term "determination" is sought to be argued to disclose termination or closure of the proceedings on behalf of the respondent, whereas it is the contention of the petitioners that it discloses application of mind by the Court to the matter in issue and the decision arrived at on the basis of the reasoning by the Court. Before appreciating these rival contentions it would be necessary to peruse the other provisions in the said Act to which attention was drawn by both the Advocates. The expression "industrial dispute" has been defined in section 2(k) of the said Act to mean any dispute or difference between employers and employers or between employers and workmen, or between workmen and workmen, which is connected with the employment or non-employment or the terms of employment or with the conditions of labour, of any person. Section 11(1) provides that subject to any Rules that may be made on the subject, an arbitrator, a Board Court, Labour Court, Tribunal or National Tribunal shall follow such procedure as the arbitrator or other authority concerned may think fit. Under sub-section (3) of section 11 such authorities and courts are empowered to exercise the powers which are vested in a Civil Court under the Code of Civil Procedure, 1908 in relation to enforcement of attendance of any person or his cross-examination on oath; or for compelling the production of documents and material objects; issuing commissions for the examination of witnesses, and in relation to other matters to be specified in the Rules framed under the said Act. Section 11-A provides that where an industrial dispute relating to the discharge or dismissal or a workman has been referred to a Labour Court, Tribunal or National Tribunal for adjudication and, in the course of the adjudication proceedings, the Labour Court, Tribunal or National Tribunal, as the case may be, is satisfied that the order of discharge or dismissal was not justified, it may, by its Award, set aside the order of discharge or dismissal and direct reinstatement of the workman on such terms and conditions, if any, as it thinks fit, or give such other relief to the workman including the Award of any lesser punishment in lieu of discharge or dismissal as the circumstances of the case may require, provided that in any proceeding under the said section the Labour Court, Tribunal or National Tribunal, as the case may be, shall rely only on the materials on record and shall not take any fresh evidence in relation to the mater. Section 16 deals with the form of the Award and sub-section (2) thereof requires the Award to be in writing and to be signed by its Presiding Officer. Section 17 relates to the publication of the Awards and it provides that every Award shall, within a period of thirty days from the date of its receipt by the appropriate Government, be published in such manner as the appropriate Government thinks fit and in terms of sub-section (2) thereof, subject to

the provisions of section 17-A, the Award published under sub-section (1) shall be final and shall not be called in question by any Court in any manner whatsoever. Section 17-A relates to enforceability of the Award and its commencement. Section 18 enlists the persons on whom the Awards are binding and section 19 speaks of the period of operation of the Award.

6. Bare reading of section 2(b) itself would disclose that in order that a decision of the Labour Court can be termed as an Award, it has to disclose the determination of any industrial dispute or any question relating thereto. The term "determination" would reveal, as rightly submitted by the learned Advocate for the petitioners, application by mind by the Court to the dispute or any question relating thereto placed before it for adjudication. It is well-settled that any decision has to reveal the reasonings and the grounds on which the final conclusion is arrived at by the judicial or quasi judicial authority and in the absence thereof it cannot be called as the determination of the dispute. This is further revealed from section 11-A wherein it has been clearly provided that in cases where the relief claimed is against the discharge or dismissal of the workman, the Tribunal or the Court has to be satisfied about the order of discharge or dismissal to be justified. Obviously, in order to get itself satisfied, the Tribunal or the Court will have to analyze the materials on record and will have to find out whether the same reveal the justification which can satisfy the Court about the decision in relation to discharge or dismissal of the workman. Being so, unless the order passed concluding or closing the reference made to the Court reveal the determination of the dispute or any question relating thereto, it cannot be said to be an Award within the meaning of the said expression under the said Act.

7. However, it is to be noted that it is not necessary that such decision should necessarily relate to the industrial dispute itself which was referred for adjudication, when in the course of the proceedings, the parties arrive at the settlement and such settlement is placed before the Court as having led to conclusion of the dispute between the parties. In such cases, certainly what will have to be reflected from the ultimate decision of the Tribunal would be the determination in relation to the settlement arrived at between the parties. Being so, merely because there is no determination regarding the industrial dispute referred for adjudication, that itself would not be sufficient to term the final decision, based on the settlement, to classify the same as being not an Award within the meaning of the said expression under the said Act. If such decision relates to the settlement, certainly it would also amount to determination of a question relating to the dispute as initially the subject-matter of the reference was the dispute and ultimately the settlement has also been in relation to the dispute. Simultaneously, it may also relate to various other disputes also, nevertheless, it would be a question relating to the industrial dispute within the meaning of the said expression under section 2(b) of the said Act and, therefore, it would be an Award.

8. Bearing in mind that a decision which relates to any question relating to the dispute and even the settlement of such a dispute would also be a question relating to industrial dispute, it will be necessary to analyze the impugned Awards to ascertain whether the same satisfy the said test. In both the Awards, the Labour Court has taken note of the fact that the matter was referred for adjudication regarding the dispute arising between the parties pertaining to the demand for reinstatement and after being fully aware of the scope of the dispute which was referred to adjudication, and having been informed that the settlement was arrived at between the parties, the Labour Court only after taking on record the said settlement,

has passed the impugned Awards. Undisputedly, on taking the settlement on record, the proceedings before the Labour Court came to an end and subsequent to such conclusion of the proceedings, 62 employees, out of the total number of 84 employees, accepted the benefits granted to them in terms of the said settlement which was accepted by the Labour Court. In other words, pursuant to the settlement between the parties, 62 employees, who are members of the respondent No. 2, have acted upon the said settlement, on conclusion of the proceedings before the Labour Court. It is true that the impugned Awards do not disclose a statement to the effect that the proceedings are disposed of in accordance with the settlement terms. Nevertheless, it records the fact that "the matter is settled between the parties in terms of the settlement annexed with Exhibit CU-1". In other words, the Labour Court apparently was satisfied about the fact that the matter was settled between the parties in accordance with the settlement terms placed on record and, therefore, there was no scope for any further adjudication as such in the matter as the disputes between the parties were put to an end pursuant to the settlement recorded in writing between the parties. The very fact that the Labour Court accepted the settlement and based on such settlement disposed of the matters, would disclose the determination of a question relating to the dispute in as much as that the settlement would also include the expression "any question relating to the dispute". Viewed from this angle, can it be said that merely because the Awards ex facie do not reveal a statement to the effect that the Labour Court was satisfied about the terms of the settlement between the parties and that the proceedings were disposed of in accordance with the settlement, that therefore the impugned Awards are to be held as bad in law?

9. In the matter of State of Bihar v. Ganguli (D.N.) and others (supra), the Apex Court while dealing with an issue as to whether the Government can supersede the reference once made and pending for adjudication before the Tribunal constituted for that purpose, held that :-- "It is true that the Act dos not contain any provision specifically authorizing the Industrial Tribunal to record a compromise and pass an Award in its terms corresponding to the provisions of Order XXIII, Rule 3, of the Code of Civil Procedure. But it would be very unreasonable to assume that the Industrial Tribunal would insist upon dealing with the dispute on the merits even after it is informed that the dispute has been amicably settled between the parties. We have already indicated that amicable settlements of industrial disputes which generally lead to industrial peace and harmony are the primary objects of this Act. Settlements reached before the conciliation officers or boards are specifically dealt with by sections 12(2) and 13(3) and the same are made binding under section 18. There can, therefore, be no doubt that if an industrial dispute before a Tribunal is amicably settled, the Tribunal would immediately agree to make an Award in terms of the settlement between the parties."

10. In the matter of Sirsilk Ltd. v. Government of Andhra Pradesh and another (supra), the Apex Court was dealing with a situation where the settlement was arrived at between the parties after the Award was signed by the Presiding Officer of the Court. Dealing with the same, it was observed that:- "The difficulty arises in the present case because the proceedings before the Tribunal had come to an end, and the Tribunal had sent its Award to Government before the settlement was arrived at on October 1, 1957. There is no provision in the Act dealing with such a situation just as there was no provision in the Act dealing with the situation which arose where the parties came to an agreement while the dispute was pending before the Tribunal. The Court held in Ganguly's case MANU/SC/0111/1958 : (1958)IILLJ634SC , that in such a situation the settlement or compromise would have to be filed before the Tribunal and the Tribunal would make an Award thereupon in accordance with the

settlement. Difficulty however arises when the matter has gone beyond the purview of the Tribunal as in the present case. That difficulty in our opinion has to be resolved in order to avoid possible conflict between section 18(1) which makes the settlement arrived at between the parties otherwise than in the course of conciliation proceeding binding on the parties and the terms of an Award which are binding under section 18(3) on publication and which may not be the same as the terms of the settlement binding under section 18(1). The only way in our view to resolve the possible conflict which would arise between a settlement which is binding under section 18(1) and an Award which may become binding under section 18(3) on publication is to withhold the publication of the Award once the Government has been informed jointly by the parties that a settlement binding under section 18(1) has been arrived at. It is true that section 17(1) is mandatory and ordinarily the Government has to publish an Award sent to it by the Tribunal; but where a situation like the one in the present cases arises which may lead to a conflict between a settlement under section 18(1) and an Award binding under section 18(3) on publication, the only solution is to withhold the Award from publication." It has also been observed by the Apex Court in the said decision that:--- "Where a settlement is arrived at between the parties to a dispute before the Tribunal after the Award has been submitted to Government but before its publication, there is in fact no dispute left to be resolved by the publication of the Award."

11. In the matter of New Standard Engg. Company Limited v. M.L. Abhyankar and others (supra), while considering the issue relating to the fairness and justness of a settlement which was arrived at between the employer and Union and the Award made in terms of such settlement, it was ruled by the Apex Court that:--- "Settlement of labour disputes by direct negotiation or settlement through collective bargaining is always to be preferred for, as is obvious, it is the best guarantee of industrial peace which is the aim of all legislation for the settlement of labour disputes. In order to bring about such a settlement more easily, and to make it more workable and effective, it is no longer necessary, under the law, that the settlement should be confined to that arrived at in the course of a conciliation proceeding, but now includes, by virtue of the definition in section 2(p) of the Act, a written agreement between the employer and the workmen arrived at otherwise than in the course of a conciliation proceedings where such agreement has been signed by the parties in the prescribed manner and a copy thereof has been sent to the authorized officers."

12. The Division Bench of this Court in the matter of M/s. Garment Cleaning Works v. D.M. Aney and another (supra), while dealing with the issue of settlement arrived at between the employer and the employee during the pendency of the proceedings before the Tribunal, held that:--- "Merely because a settlement is arrived at after an industrial dispute is referred to the Tribunal it does not and cannot cease to be a settlement. Even though a dispute is referred to the Industrial Tribunal, the Tribunal cannot refuse to accept the settlement made by the parties. There is no provision in the Act of 1947 which gives power to the industrial Tribunal to veto the settlement arrived at between the parties not even similar to one under Order 23, Rule 3 of Civil Procedure Code in respect of compromise. An Award based on a settlement must, therefore, operate as provided by sub-section (2) of section 19 of the Act."

13. Perusal of the above quoted decisions would reveal that the said Act clearly gives paramount importance to the settlement reached between the parties by way of collective bargaining provided it satisfies the ingredients of the expression "settlement", as defined in section 2(p) and the procedure prescribed therefore is followed by the parties. Once the parties arrive at a settlement between themselves,

there hardly remains any dispute to be adjudicated by the Tribunal or the Court. As the reference is essentially for adjudication and determination of a dispute and once the parties themselves inform the Tribunal or the Court that they have settled their dispute amongst themselves and the settlement has been drawn in accordance with the procedure prescribed under the Act and the Rules made thereunder, there hardly remains any scope for further adjudication in the matter by the Tribunal or the Court and apparently, therefore, the Tribunal or the Court is left with no alternative than to dispose of the matter in accordance with such settlement. Indeed the Apex Court in Gungali's case has clearly ruled that "if an industrial dispute before a Tribunal is amicably settled, the Tribunal would immediately agree to make an Award in terms of the settlement between the parties". The said decision was reiterated in Sirsilk Limited's case observing that "in such a situation the settlement or compromise would have to be filed before the Tribunal and the Tribunal would make an Award thereupon in accordance with the settlement". Further, in New Standard Engg. Company's case the Apex Court has highlighted the importance of a settlement between the parties and the necessity of preferring the same rather than encouraging prolongation of the adjudication of the dispute before the Labour Court. This has also been made clear by the Division Bench of this Court in M/s. Garment Cleaning Works case observing that the Tribunal cannot refuse to accept the settlement made by the parties. Undoubtedly, it has to be a settlement between the parties in accordance with the provisions of the said Act. Moment the Court before whom such a settlement is presented, the Court will have to ascertain whether the settlement is in accordance with the provisions of law and if it finds it to be a settlement arrived at between the parties and recorded in writing and signed by the parties in such a manner as is prescribed, certainly it would amount to an act of determination of a question relating to the settlement of the industrial dispute between the parties and therefore it would amount to an Award within the meaning of the said expression under the said Act. Therefore, there is no case for interference in the impugned Awards on the first ground of challenge.

14. I am fortified in this view by the decision of the Division Bench of the Delhi High Court in the matter of Hindustan Housing Factory Employees' Union v. Hindustan Housing Factory Ltd. and others (supra). The Division Bench therein after taking into consideration the various decisions on the similar issue had observed that:--- "The validity of the Award, in our opinion, does not depend upon the expression of such opinion by the Tribunal on the face of the Award but has to be judged by reference to the terms of the Award itself." Undoubtedly, the Division Bench was referring to the point pertaining to the justness and fairness of the compromise arrived at between the parties and it was also observed that the Tribunal is bound to see whether the compromise by all the parties to the reference is fair, just and equitable or not and that it is not vitiated by collusion, fraud, coercion or undue influence. Apparently, in the case in hand, no such issues were raised before the Court. On the face of it, therefore, on the day the Awards were passed, it is apparent that the Labour Court was satisfied that the parties had arrived at an amicable settlement, it was drawn in writing and it did not violate any of the provisions of the said Act or the Rules made thereunder and therefore the Labour Court has recorded that the matters were settled between the parties in terms of the settlement. Being so, there is apparently determination of the issue relating to the settlement of the disputes. Merely because it has not been elaborately discussed, that itself would not be a justification to discard the decision to be not an Award within the meaning of the said expression under the said Act.

15. The decision of the Apex Court in the matter of Cox and Kings (Agents) Limited

v. Workmen (supra), relied upon by the learned Advocate for the petitioners, was on the point that the order of the Labour Court which related to the jurisdictional fact to deal with the matter and to the effect that as no industrial dispute had come into existence in law, and consequently the reference was invalid and the Court was not competent to enter into the reference. In other words, the decision therein was not in relation to the dispute which was referred to it but merely on the basis of jurisdictional fact to go into the issue referred to it and therefore it was not an Award within the meaning of section 2(b) of the said Act. That is not the case in hand. The impugned Awards are not in relation to any jurisdictional fact as such either holding the Tribunal to be without jurisdiction to deal with the matter referred to it or otherwise, but they are the decisions accepting the settlement arrived at between the parties and concluding the matters in pursuance of the said settlement.

16. The decision of the Madhya Pradesh High Court in Sital Sukhiram v. Central Government Industrial Tribunal-cum-Labour Court, Wright Town, Jabalpur and others (supra), is yet another decision relied upon by the learned Advocate for the petitioners. With respect, the same cannot be held to be laying down a good law in view of the decision of the Apex Court referred to above.

17. As regards the second ground of challenge, indeed, it has been contended on behalf of the petitioners that the terms of the settlement were not fair and just as the same were vague in as much as that they did not disclose the manner in which the compensation received by the Union would be disbursed amongst each of the employees. In the memo of the petition, it has also been averred that pursuant to the disposal of the proceedings and payment of compensation to the Union, the Union has been disbursing the amount not uniformly to each of the employees and in an arbitrary manner. The contents in respect thereof are to be found in para 11 of the petition.

18. Apart from the fact that in view of above referred decisions of the Apex Court and of the Division Bench of this Court, the issue relating to the justness and fairness of the settlement in question does not arise, it must be observed that merely because subsequent to the settlement there is any arbitrariness disclosed on the part of the Union in the matter of disbursement of the compensation amount, that cannot lead to the conclusion that the settlement is either vague or unjust or unfair. The justness and fairness can at the most be considered on the face of the settlement and taking into consideration the situation on the day when the settlement was presented before the Labour Court. This, however, would not mean that the Tribunal or the Court, if informed about collusion between the employer and the representative of the Union or fraud being played upon the workmen by the settlement, would be disentitled to go into those issues before passing the Award. Certainly in those cases any such allegation will have to be dealt with before passing the Award. But that is not the case in the matter in hand. But in the absence of any such complaint before the passing of the Award, the Court would be enjoined to accept the settlement and pass the Award accordingly. In this regard it is also worthwhile to take note of the facts which led to the said settlement, as disclosed by the respondent No. 1-A in his affidavit in reply.

19. The affidavit in reply discloses that the Economic Engineering Corporation was dissolved on 30-6-1997, by the order passed by this Court in Suit No. 2020 of 1997 and the disputes between the partners of the firm were referred to arbitration by a sole arbitrator, a retired High Court Judge. Pursuant to the reference, the learned arbitrator directed the partners of the dissolved firm to recover the amounts from

different customers which were due and payable to the firm and accordingly the erstwhile partner of the dissolved firm recovered the amounts from various creditors of the dissolved firm and deposited the same in the bank's account, specified by the learned arbitrator. Therefore, the learned arbitrator directed the disposal of the moveable assets of the company by public auction and M/s. Gandhi & Co. were appointed as the auctioneers for the disposal of the moveable assets by public auction. Pursuant to the auction held, thereafter, moveable assets of the firm comprising of 90 lots were sold out and the proceeds collected were deposited in the nominated account. The learned arbitrator thereupon started applying the said proceeds for discharging the debt of the erstwhile firm. At first stage, the debts of the banks and the financial institutions were cleared. The secured creditors settled for the principal amount advanced by them. As the number of unsecured creditors were large and as the funds available were insufficient to meet the entire outstanding amount, negotiations were held with the unsecured creditors and they were persuaded to reduce the principal amount of claim ranging from 20% to 35% and the accounts of those unsecured creditors were accordingly settled. The learned arbitrator was thereupon of the opinion that an amicable conciliation should be found out for the dispute between the workmen and the erstwhile firm pending in different courts in the best interest of all the parties and therefore various negotiations were held with the intervention of Advocate Mr. K.M. Naik as well as Advocate Mr. S.N. Desai and consequent to such negotiations, the settlement in question was arrived at. According to the said settlement, all the pending cases in the Industrial Court and the Labour Court at Mumbai were to be settled for a lumpsum amount of Rs. 27 lakhs and the said amount was to be disbursed amongst the employees according to their entitlement, towards full, final and complete settlement of their claim against the erstwhile firm. Accordingly, 62 employees already collected the amounts apportioned in their names in accordance with the said settlement. The amount in relation to the remaining 22 employees is lying in deposit with the Secretary of the respondent No. 2 Union. Apparently, the settlement, as rightly submitted by the learned Advocates for the respondents, was a package deal and it was arrived at in the interest of the parties. Apart from contending that the settlement is vague on account of non-disclosure of details about the disbursement of the total amount of Rs. 27 lakhs, no factual foundation has been laid by the petitioners to contend the same to be unjust or unfair. Besides, whether the settlement is unjust or unfair on account of non-disclosure of the amount to be disbursed to each of the workmen out of the total amount of Rs. 27 lakhs, it cannot be said to be unjust or unfair. It is not the case of the petitioners that there has been any collusion as such between the respondent No. 1 and the respondent No. 2 to defraud some of the employees, including the petitioners, or that non-disclosure of the manner of disbursement of the Rs. 27 lakhs would result in prejudice to the petitioners as compared to the other employees who are either entitled or who have been disbursed with the amounts in accordance with their claims. At least no particulars in that regard have been disclosed in any manner in the petition. Apart from the fact that it would be a disputed question of fact, if at all there is any grievance as regards the disbursement of such amount or on that count there being vagueness and therefore it is unjust and/or unfair, certainly it will be totally a new dispute for which the parties can certainly have a remedy in a different proceedings but that itself cannot be a justification to call the impugned Awards to be bad in law nor it would justify to call the settlement to be unjust or unfair on the face of it.

20. As regards the unreported decision of the learned Single Judge sought to be relied upon by the learned Advocates for the respondents, it was totally on a different aspect of the matter. Therein, an application was made to the Industrial Tribunal to

pass the Award in terms of the settlement wherein the Tribunal proceeded to frame an issue as to whether the alleged settlement is arrived at with the free consent of the workmen or coercion or force, as alleged, and in that connection the said ruling was delivered, pursuant to the evidence led in relation to the said issue. Being so, it has no relevancy to the matter in hand before this Court.

21. In the result, no case is made out for interference in the impugned Awards and hence, the petition fails and is hereby dismissed. The rule is discharged with no order as to costs.