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SOMMAIRES

CONTENTS

	பக்கம்		Page		Page
ஒருசில நிலப்பகுதிகளை கையகப்படுத்துதல்	.. 900	Acquisition de certain terrains	.. 900	Acquisition of certain lands	.. 900
தொழில் நீதிமன்றத் தீர்ப்புகள்..	907	Sentence arbitral du travail de tribunal	.. 907	Award of the Labour Court	.. 907
அரசு அறிவிக்கைகள்	.. 927	Notifications du Gouvernement	.. 927	Government Notifications	.. 927
ஆபத்தான நிறுவனங்கள்	.. 936	Etablissements dangereux	.. 936	Dangerous Establishments	.. 936
சாற்றறிக்கைகள்	.. 937	Annonces	.. 937	Announcements	.. 937

GOVERNMENT OF PUDUCHERRY
LABOUR DEPARTMENT

(G.O. Rt. No. 16/AIL/Lab./S/2026,
Puducherry, dated 20th February 2026)

NOTIFICATION

Whereas, an Award in I.D (L) No. 21/2018, dated 28-11-2025 of the Labour Court, Puducherry, in respect of a Dispute between Thiru S. Gajendiran, Puducherry against M/s. Rajiv Gandhi Government Women and Children Hospital, Puducherry and M/s. Faber Sindoori Management Service Private Limited (Contractor), over transfer, refusal of employment has been received;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 17 of the Industrial Disputes Act, 1947 (Central Act XIV of 1947), read with the Notification issued in Labour Department's G.O. Ms. No. 20/9/Lab./L, dated 23-05-1991, it is hereby directed by the Secretary to Government (Labour) that the said Award shall be published in the Official Gazette, Puducherry.

(By order)

S. SANDIRAKUMARAN,
Under Secretary to Government (Labour).

**BEFORE THE INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT AT PUDUCHERRY**

Present : Tmt. G.T. AMBIKA, M.L., PGDCLCF.,
Presiding Officer.

Friday, the 28th day of November 2025.

**I.D. (L) No. 21/2018
CNR. No. PYPY06-000014-2018**

Thiru S. Gajendiran,
No. 11, Mariamman Koil Street,
Keezhsathamangalampet,
Korkadu (Post),
Villianur,
Puducherry-605 110. . . Petitioner

Vs.

1. The Medical Superintendent,
Rajiv Gandhi Government Women and
Children Hospital,
Puducherry.
2. The Managing Director,
Faber Sindoori Management Service Pvt. Ltd.,
Rajiv Gandhi Government Women and
Children Hospital,
Puducherry-605 107. . . Respondents

This Industrial Dispute coming before me for hearing in the presence of Thiruvallargal A. Patchiyappan, P. Jayaraj, K. Sampras and P. Prakash, Counsels for the Petitioner and Thiru M. Nakkeeran, Counsel for the first Respondent was remained absent set *ex parte* on 08-03-2022 and Thiruvallargal L. Sathish, S. Ulaganathan, T. Pravin, S. Velmurugan, V. Veeraragavan and E. Karthik, Counsels for the second Respondent and after hearing both sides and perusing the case records, this Court delivered the following:

AWARD

This Industrial Dispute arises out of the reference made by the Government of Puducherry *vide* G.O. Rt. No. 45/AIL/Lab./T/2018, dated 21-03-2018 of the Labour Department, Puducherry to resolve the following dispute between the petitioner and the respondent, *viz.*,-

(a) Whether the dispute raised by the petitioner Thiru S. Gajendiran, Puducherry against the management of M/s. Rajiv Gandhi Government Women and Children Hospital, Puducherry (Principal Employer) and M/s. Faber Sindoori Management Services Ltd., Puducherry (Contractor) over transfer, refusal of employment are justifiable or not? If justified, what is the relief entitled to?

(b) To compute the relief, if any, awarded in terms of money, if it can be so computed?

2. *The averments set forth in the claim petition is as follows:*

That the first respondent is principal employer and the second respondent is labour contractor and service provider and the petitioner worked in catering unit of the Rajiv Gandhi Government Women and Children Hospital, Puducherry under the aforesaid respondents management for the past 4 years and that both the respondent management is not extending minimum wages, perks, and regularization *etc.*, properly to the workers as per various labour laws and there is no certified standing order for the respondent management. That, when the petitioner working in the hospital, he was informed through a letter, dated 16-04-2016 at 10.00 a.m. to go and meet the second respondent HR Manager on 18-04-2016 at headquarter, Chennai, at the time he has asked for reason to meet the HR Manager at Chennai, but no reply was given to him. However, in pursuant to the instruction, he went to Chennai and met the second respondent HR Manager on 18-04-2016, for which he was granted On-Duty for 2 days on 16-04-2016 and 18-04-2016. At the same time, he was refused employment to attend duty in the Rajiv Gandhi Hospital at Puducherry on 17-04-2016 and 19-04-2016.

That thereafter, he was served with an order, dated 19-04-2016 by the second respondent management, in which, it was stipulated that he has been transferred to Chennai with effect from 21-04-2016 and he has to be joined duty at Chennai accordingly. That the sudden transfer to Chennai caused mental agony and his family will face enormous difficulties at Puducherry due to his absence and there is no possibility to stay at Chennai and continue his employment with the meager salary paid by the respondent management. That the petitioner has made a representation on 21-04-2016 to the managements and requested to cancel the sudden transfer order and permit to continue his work at Puducherry itself. That the second respondent HR Manager has refused to receive the representation and then the same was sent to the management by registered post. On receipt of the post, the management had replied that the representation could not be considered and had asked to join duty at Chennai as he has not turned-up for duty from 28-06-2016 onwards. That he was not allowed to attend duty in the Rajiv Gandhi Government Women and Children Hospital at Puducherry.

(ii) That the petitioner has sent two representation letters, dated 14-06-2016 and 16-06-2016 to the management explaining his family circumstances and requested to allow him to continue his duty in Puducherry by canceling the transfer order. That he has sent another letter, dated 16-06-2016 to the management pointing-out non-adoption of legal provisions in issuing transfer order reiterating his earlier stand and requesting for a copy of the standing order adopted by the management. That on receipt the representations, the management had replied *vide* letter, dated 18-06-2016 that ₹ 1,000 only will be given for staying at Chennai and silent about standing order cancellation of transfer order. That the management did not formulated the standing order till now and adopting unfair and vengeance activities against him as he is active member of the Trade Union and other workers by taking unilateral decision, *viz.*, suspending, terminating, transferring the workers against Labour Law and the natural justice. That during the course of conciliation, the conciliation authority advised to issue standing order and reinstate the petitioner with back wages. Whereas, the second respondent management had refused to consider to withdraw the transfer order and requested the conciliation authority to advise the petitioner to obey the order of the management and to act accordingly. That the second respondent management has no right to transfer the petitioner to other regions. That the said transfer order is liable to be set-aside. Hence, the petition.

3. *The averments set forth in the counter statement by first respondent is as follows:*

That the first respondent is not a necessary party for the adjudication and the ID is liable to be dismissed as against the first respondent in limine, especially when no relief is prayed for against the first respondent. That the first respondent cannot be deemed to be principal employer for the purposes of the Industrial Disputes Act, 1947. That the first respondent entered into a MOU on 27-01-2017 with the second respondent regarding a contract towards outsourcing of specific services. That the second respondent in turn, had sub-contracted the services to four other persons, *viz.*, (1) Apollo Sindoori Hospitality Limited, (2) Four Seasons, (3) Swift Services and (4) Chemistry PEST Control. That transfer is an incidence of service and the petitioner without complying with the directions of his employer has maliciously dragged the first respondent to the adjudication are not within the purview of the reference and therefore cannot be adjudicated. That the dispute raised by the petitioner is a matter between the petitioner and the second respondent and does not relate in any manner with the first respondent. That the first respondent is not liable, and has no contractual obligations, to comply with the demands made by the petitioner. That the claim statement has no merit and is liable to be dismissed.

4. *The averments set forth in the counter statement by Second Respondent is as follows:*

That entire reference is bad on two grounds are mis-joinder of Party and non-joinder of proper and necessary party and it is not an industrial dispute. That petitioner was never employed by this Respondent at any point of time. The second Respondent is employed by M/s. Apollo Sindoori Hotels Limited and was employed at the place of first Respondent only as an employee of said M/s. Apollo Sindoori Hotels Limited. That the Petitioner is fully aware of the same and has addressed letters in the post only to M/s. Apollo Sindoori Hotels Limited. That the second Respondent and M/s. Apollo Sindoori Hotels Limited are two different and entirely separate legal entities duly registered as a Private Limited and a Public Limited Company under the Indian Companies Act. That the second Respondent engaged the services of M/s. Apollo Sindoori Hotels Limited as sub-contractor with permission of first Respondent and hence, Petitioner was employed as the employee of M/s. Apollo Sindoori Hotels Limited in the hospital of first Respondent. Therefore, there

is no privity of contract between Petitioner and the first Respondent. That the transfer order challenged by Petitioner was issued by M/s. Apollo Sindoori Hotels Limited and hence, Petitioner cannot claim any reliefs against this Respondent, his grievance can be addressed only by M/s. Apollo Sindoori Hotels Limited. The reference as well as the entire dispute before this Court as against this Respondent is therefore liable to be dismissed as the same is filed against the wrong entity. That assuming without admitting that Petitioner has the right to seek any relief against this Respondent, reference is still barred as dispute projected by Petitioner is only an individual dispute and not an industrial dispute. It could be seen that Petitioner's grievance is only against his transfer to Chennai and present dispute is raised by Petitioner in his individual capacity. Thus, it is not a case of non-employment or refusal of employment of Petitioner. Therefore dispute raised by Petitioner is incapable of being adjudicated by this Court as individual disputes, which are not falling within definition of section 2A of Industrial Disputes Act cannot be treated as industrial dispute unless espoused by a registered Trade Union. In the present case, neither Petitioner is suspended, dismissed, retrenched or otherwise terminated from service nor is his cause espoused by Union to make it an industrial dispute. Hence, very reference by Government of Puducherry is bad in the eye of Law. Therefore, decide the issue of maintainability of present industrial dispute as preliminary issue before deciding other issues on merits and dispose of the ID on preliminary issue.

(ii) That the Government of Puducherry took a policy decision to outsource some of the peripheral activities in Rajiv Gandhi Government Women and Children Hospital, Puducherry and floated tender. That this respondent was successful bidder and thereafter the Director of Health and Family Services, Government of Puducherry signed a Memorandum of Understanding with this respondent on 26-02-2011. This respondent engaged as many as 183 workers as its employees and sub- contractors in different fields. The said contract was periodically extended and last of such contract was signed. On 27-01-2017, valid for three years. That this Respondent engaged the services of M/s. Apollo Sindoori Hotels Limited for providing specialized services. That petitioner was engaged by M/s. Apollo Sindoori Hotels Limited as Helper - F&B *vide* fixed term contract, dated 01-01-2015. The Clause (e) of his fixed term contract, dated 01-01-2015 makes it abundantly clear that his job is transferable throughout India and he shall be

bound to accept the transfer and shall be governed by the rules and regulations of the institution where he is transferred. That M/s. Apollo Sindoori Hotels Limited issued a letter of transfer, dated 19-04-2016 to petitioner and served a copy of such transfer on this Respondent and first Respondent. As per said letter of transfer, Petitioner was transferred from first Respondent hospital to Apollo Specialty Hospital, Perungudi, Chennai. Transfer of Petitioner was purely an internal affair of M/s. Apollo Sindoori Hotels Limited and this Respondent had absolutely no role to play in such transfer of Petitioner and has no legal or moral authority to question transfer of Petitioner by M/s. Apollo Sindoori Hotels Limited. This Respondent is informed by M/s. Apollo Sindoori Hotels Limited that Petitioner was duly informed about his transfer well in advance and Petitioner was required to report to HR Head of M/s. Apollo Specialty Hospital, Perungudi, Chennai. That Petitioner met HR Head in person M/s. Apollo Sindoori Hotels Limited on 21-04-2016. That it was also reported by M/s. Apollo Sindoori Hotels Limited that Petitioner received his transfer order without any demur or objections on 20-04-2016. Thus, Petitioner did not report to duty with this Respondent since, 21-04-2016. That this respondent has no further information regarding dispute of transfer between Petitioner and his employer namely M/s. Apollo Sindoori Hotels Limited. That Petitioner approached Labour Officer (Conciliation), Puducherry *vide* his Petition, dated 12-07-2016 protesting his transfer. In the said conciliation proceedings, notice was issued to this Respondent, but as the matter was concerning M/s. Apollo Sindoori Hotels Limited, this Respondent intimated about the conciliation proceedings to M/s. Apollo Sindoori Hotels Limited and thereafter, conciliation proceedings were handled and attended only the officials of M/s. Apollo Sindoori Hotels Limited. That this respondent is not an industrial establishment as defined under section 2(e) of Industrial Employment Standing Orders Act and therefore this Respondent is not required to have its own standing orders. Only for guidance, it adopts the Model Standing Orders and it has its own set of rules and regulations governing the terms of employment of Respondent, that the second respondent cannot comment upon the fairness or otherwise of the transfer order passed by M/s. Apollo Sindoori Hotels Limited and it is for Petitioner to take up the issue with the said company. That the claim petition is devoid of merits, lacks *bona fides* and is liable to be dismissed with exemplary cost.

5. *Points for consideration :*

1. Whether the first respondent is the principal employer of the petitioner?

2. Whether there exists employer and workman relationship between the petitioner and second respondent?

3. Whether the case is bad for mis-joinder of party and non-joinder of proper and necessary party?

4. Whether there is exists an industrial dispute in this case requiring interference of this Court?

5. Whether the industrial dispute raised by the petitioner against the respondents over transfer, refusal of employment is justifiable or not?

6. Whether the petitioner is entitled for the relief as claimed in the claim petition?

7. To what other reliefs?

6. On the side of Petitioner, PW1 was examined and Exs.P1 to P6 were marked and during cross-examination of PW1, Exs.R1 to Ex. R3 were marked. On the side of first respondent no oral or documentary evidence was adduced and on the side of second respondent, RW1 was examined and Exs.R4 to R20 were marked.

7. *On point No.'s 1 to 3 :*

The contention of the petitioner is that the first respondent is his principal employer and the second respondent is a labour contractor and service provider and the petitioner had been working in the catering unit of first respondent hospital for past four years but the respondents did not regularise the service of the petitioner and also did not provide minimum wages and perks and also did not maintain any standing order. The further contention of the petitioner is that while so, the petitioner was informed through letter, dated 16-04-2016 to meet the HR manager of second respondent on 18-04-2016 at Chennai and the petitioner also met the HR manager on 18-04-2016 for which the petitioner was granted on duty for two days on 16-04-2016 and 18-04-2016 but thereafter the petitioner was refused employment in the first respondent hospital on 17-04-2016 and 19-04-2016. It is the further contention of the petitioner that subsequently the petitioner was served with an order, dated 19-04-2016 stating that he was transferred to Chennai with effect from 21-04-2016 and he has to join at Chennai accordingly and therefore the petitioner on 21-04-2016 had made a representation requesting to cancel the transfer order but the second respondent HR manager refused to receive the representation and thereby the same

was sent by registered post and on receipt of the representation it was replied that the representation of the petitioner could not considered and directed the petitioner to join duty at Chennai from 28-06-2016 onwards but, the petitioner again sent two representations explaining his family circumstances and requested to allow the petitioner to continue his duty at Puducherry but the management informed that the petitioner will be given ₹ 1,000 for staying at Chennai and remained silent with regard to cancellation of transfer order and thus, the management adopted unfair labour practices and victimized the petitioner as he was an active member of the Trade Union.

8. Whereas, the first respondent contended that the first respondent is not an employer or principal employer and in fact, the first respondent has entered into memorandum of understanding on 27-01-2017 with the second respondent regarding contract of outsourcing of specific services and thereby the second respondent had entered into sub-contract for availing services with (1) Apollo Sindoori Hospitality Limited, (2) Four seasons, (3) Swift services and (4) Chemistry pest control. The first respondent further contended that the dispute raised by the petitioner questioning the order of transfer is not maintainable since transfer is an incidence of service and the petitioner without complying the directions of his employer has maliciously dragged the first respondent to the legal adjudication and in fact, the dispute raised by the petitioner is a matter between petitioner and second respondent.

9. The contention of the second respondent is that the case is bad for mis-joinder of party and non-joinder of proper and necessary party for the reason that the second respondent never employed the petitioner and in fact has been employed by one M/s. Apollo Sindoori Hotels Limited and further the second respondent and M/s. Apollo Sindoori Hotels Limited are two different entities registered under the Indian Companies Act and thereby there is no any privity of contract between the petitioner and first respondent. The second contention of the second respondent is that the petitioner has raised the dispute in his individual capacity and therefore, the provision of law under which an individual can raise an industrial dispute is under section 2A of Industrial Disputes Act 1947 which contemplates that when an employer discharges, dismisses, retrenches or otherwise terminates the services of an individual workman or any difference between that workman and his employer connected with such discharge, dismissal, retrenchment or termination shall be deemed to be an industrial dispute but in this case there is no any case

of non-employment or refusal of employment nor his cause has not been espoused by any Union to make it an industrial dispute under section 2(k) of Industrial Disputes Act 1947 and the only grievance of the petitioner is that he has been transferred to Chennai and therefore the dispute raised by the petitioner is not an industrial dispute.

10. The third contention of the second respondent is that the Health and Family Department, Government of Puducherry took a policy decision to outsource some of the peripheral activities in the first respondent hospital and floated tender for facility management services to be provided in various fields and the second respondent participated in the tender and became successful bidder and thereafter the Director of Health and Family Services signed the memorandum of understanding with the second respondent on 26-02-2011 and the second respondent engaged 183 workers as its employees and sub-contractors in different fields and thereby the second respondent engaged the services of M/s. Apollo Sindoori Hotels Limited for providing specialized services in the field of front office and preparation and supply of diet for patient food at first respondent hospital which was also approved by the first respondent. The fourth contention of the second respondent is that petitioner was appointed by M/s. Apollo Sindoori Hotels Limited as helper and as per clause (e) of Fixed term contract, dated 01-01-2015 issued to the petitioner by M/s. Apollo Sindoori Hotels Limited stipulates that the job of the petitioner is transferable throughout India and thereby the petitioner is bound to accept the transfer and in fact, when the petitioner approached Labour Officer (Conciliation), Puducherry this second respondent was served with notice and thereafter the second respondent intimated about the conciliation proceedings to M/s. Apollo Sindoori Hotels Limited and subsequently, it was M/s. Apollo Sindoori Hotels Limited which has attended the conciliation proceedings and hence, the claim of the petitioner as against this respondent is totally devoid of merits.

11. The learned Counsel for second respondent has relied upon the following citations:

1. *In the Supreme Court of India, Civil Appellate Jurisdiction,*

Civil Appeal Nos. of 2024 (@ Petition(s) for Special Leave to Appeal (C) No.(S) 13070-13075/2022).

The Tamil Nadu Agricultural University & Anr. *Etc.* . . Appellant(s)

Versus

R. Agila *Etc.* . . Respondent(s)

2. *CDJ 2022 MHC 6845*

K. Kaliyappan and Another *Versus* The Tamil Nadu Civil Supplies Corporation, represented by its Regional Manager, Dharmapuri Region, Dharmapuri and Another.

11. Transfer is incidental to service, more so, a condition of service. A writ against transfer may be entertained, if the order of transfer, is being tainted with *mala fides* or issued by an incompetent authority having no jurisdiction, but, not otherwise. Public servants are expected to serve in the place wherever they are posted in the interest of administration. Place or post can never be claimed as a choice by public servants, even status cannot be claimed as a right. This being the basic principal of service jurisprudence, Courts cannot entertain Writ Petitions in the matter of administrative transfer in a routine manner, which would affect the routine functioning of the administration. Frequent interference by the Courts in the matter of administrative transfer would affect the normal functioning and therefore, the Courts are also expected to exercise restraint in entertaining Writ Petition filed against an order of administrative transfer.

3. *CDJ 2011 SC 424*

J.S. Yadav *Versus* State of U.P. and Another

32. No order can be passed behind the back of a person adversely affecting him and such an order if passed, is liable to be ignored being not binding on such a party as the same has been passed in violation of the principles of natural justice. The principles enshrined in the proviso to Order 1 Rule 9, of the Code of Civil Procedure, 1908 provide that impleadment of a necessary party is mandatory and in case of non-joinder of necessary party, the plaintiff/petitioner may not be entitled for the relief sought by him. The litigant has to ensure that the necessary party is before the Court, be it a plaintiff or a defendant, otherwise the proceedings will have to fail. In Service Jurisprudence if an unsuccessful candidate challenges the selection process, he is bound to implead at least some of the successful candidates in representative capacity. In case, the services of a person is terminated and another person is appointed at his place, in order to get relief, the person appointed at his place is the necessary

party for the reason that even if, the plaintiff petitioner succeeds, it may not be possible for the Court to issue direction to accommodate the petitioner without removing the person who filled up the post manned by plaintiff/petitioner.

33. The appellant did not implead any person who had been appointed in his place as a Member of the Commission. More so, he made it clear before the High Court that his cause would be vindicated if, the Court made a declaration that he had illegally been dislodged/restrained to continue as a Member of the Commission. In view of the above, he cannot be entitled for any other relief except the declaration in his favour which had been made herein above that the impugned Notification, dated 28-5-2008 is illegal.

4. CDJ 2020 SC 038

Rajneesh Khajuria *Versus* M/s. Wockhardt Ltd. and Another

14. The act of transfer can be unfair labour practice if the transfer is actuated by *mala fide*. The allegations of *mala fide* have two facets one malice in law and the other being malice in fact. The challenge to the transfer is based upon malice in fact as it is an action taken by the employer on account of two officers present in Conference. In a judgment reported as State of Bihar & Ant. vs. P.P. Sharma, IAS & Anr., 1992 Supp (1) SCC 222 this Court held that *mala fide* means want of good faith, personal bias, grudge, oblique or improper motive or ulterior purpose. The plea of *mala fide* involves two questions, namely, (i) whether there is a personal bias or an oblique motive, and (ii) whether the administrative action is contrary to the objects, requirements and conditions of a valid exercise of administrative power. As far as second aspect is concerned, there is a power of transfer vested in the employer in terms of letter of appointment. Even in terms of the provisions of the Act, the transfer by itself cannot be said to be an act of unfair labour practice unless it is actuated by *mala fide*. Therefore, to sustain a plea of *mala fide*, there has to be an element of personal bias or an oblique motive. This Court held as under:

"50. *Mala fides* means want of good faith, personal bias, grudge, oblique or improper motive or ulterior purpose. The administrative action must be said to be done in good faith, if it is in fact

done honestly, whether it is done negligently or not. An act done honestly is deemed to have been done in good faith. An administrative authority must, therefore, act in a *bona fide* manner and should never act for an improper motive or ulterior purposes or contrary to the requirements of the statute, or the basis of the circumstances contemplated by law, or improperly exercised discretion to achieve some ulterior purpose. The determination of a plea of *mala fide* involves two questions, namely, (i) whether there is a personal bias or an oblique motive and (ii) whether the administrative action is contrary to the objects, requirements and conditions of a valid exercise of administrative power.

51. The action taken must, therefore, be proved to have been made *mala fide* for such considerations. Mere assertion or a vague or bald statement is not sufficient. It must be demonstrated either by admitted or proved facts and circumstances obtainable in a given case. If it is established that the action has been taken *mala fide* for any such considerations or by fraud on power or colourable exercise of power, it cannot be allowed to stand.

12. In this case the fact that the petitioner was working in the catering unit of first respondent hospital is admitted by both the respondents but the fact that the first respondent is principal employer of the petitioner is denied by the first respondent and likewise the second respondent denies the fact that it is the second respondent who had employed the petitioner. It is the specific contention of the first respondent that the first respondent had entered into memorandum of understanding on 27-01-2017 with the second respondent regarding contract of outsourcing of specific services and thereby the second respondent had entered into sub-contract with one M/s. Apollo Sindoori Hotels Limited and hence, the first respondent at no point of time can be deemed to be an employer or principal employer.

13. *Per contra*, the second respondent contends that the Health and Family Department, Government of Puducherry took a policy decision to outsource some of the peripheral activities in the first respondent hospital and floated tender for facility management services to be provided in various fields and the second respondent participated in the tender and became successful bidder and thereafter, the Director of Health

and Family Services signed the memorandum of understanding with the second respondent on 26-02-2011 and the second respondent engaged 183 workers as its employees and sub-contractors in different fields and thereby the second respondent engaged the services of M/s. Apollo Sindoori Hotels Limited for providing specialized services in the field of front office and preparation and supply of diet for patient food at first respondent hospital which was also approved by the first respondent and thereby the petitioner was appointed by one M/s. Apollo Sindoori Hotels Limited but the said company has not been arrayed as a party to this case by the petitioner.

14. This Court on perusal of cross-examination of petitioner as P.W.1 by the first respondent finds that the P.W.1 has categorically deposed that the petitioner has not arrayed the first respondent herein as a party to the conciliation proceedings and further in the conciliation proceedings, the petitioner had not sought for any relief as against the first respondent and also deposed that the first respondent is no way related either with the transfer order issued to the petitioner or refusal of employment to the petitioner.

15. That apart on perusal of claim statement it is found that in this case the petitioner has not sought any relief as against the first respondent and similarly on perusal of Exs. R5, R6 and R7 it is found that the second respondent has substantiated its contention that the Health and Family Department, Government of Puducherry floated tender for facility management services to be provided in various fields and thereafter the second respondent had participated in the tender and became successful bidder and subsequently the Director of Health and Family Services had signed the memorandum of understanding with the second respondent on 26-02-2011 and the second respondent by way of sub-contract engaged the services of M/s. Apollo Sindoori Hotels Limited for providing specialized services in the field of front office and preparation and supply of diet for patient food at first respondent hospital. Thus, from the evidence of P.W.1 and from the above discussions this Court finds that the second respondent is found to have entered into sub-contract with M/s. Apollo Sindoori Hotels Limited for preparation and supply of diet for patient food at first respondent hospital and when such being so, the contention of the petitioner that the first respondent is his principal employer is found to be unacceptable one.

16. *The next point for consideration is that the P.W.1 during his cross-examination by the second respondent has deposed as follows:*

01-01-2015 தேதியிட்ட நிர்வாகத்தினால் வழங்கப்பட்ட பணி நியமன உத்தரவினை நான் கையொப்பம் செய்து பெற்றுக்கொண்டேன் என்று சொன்னால் சரிதான். அது

பணி நியமன உத்தரவு என்று எனக்கு தெரியாது. என்னிடம் காட்டப்படும், 01-01-2015 தேதியிட்ட பணி நியமன உத்தரவு, Ex.R1 ஆகும். 19-04-2016 தேதியிட்ட பணி மாறுதல் உத்தரவினை பெற்றுக்கொண்டேன் என்றால் சரிதான். அந்த பணி மாறுதல் உத்தரவு ஆங்கிலத்தில் உள்ளது என்றால் சரிதான். அந்த பணி மாறுதல் உத்தரவிற்கு எதிராக பதில் அளிக்கும் வகையில் 21-04-2016 தேதியிட்ட வேண்டுகோள் கடிதம் நிர்வாகத்திடம் அளித்தேன் என்றால் சரிதான். 21-04-2016 தேதியிடப்பட்ட எனது கடிதத்தில், 19-04-2016 தேதியிடப்பட்ட நிர்வாகம் வழங்கிய பணி மாறுதல் உத்தரவு ஆங்கிலத்தில் உள்ளதால், என்னால் புரிந்துக்கொள்ள இயலவில்லை என்று குறிப்பிடவில்லை என்றால் சரிதான். எனது வேண்டுகோள் கடிதத்தில், சென்னைக்கு பணி மாறுதல் பெற்றுச் செல்வதற்கு எனக்கு ஏற்படும் கஷ்டத்தை குறிப்பிட்டுள்ளேன் என்றால் சரிதான். எனது பணி நியமன உத்தரவு மற்றும் பணி மாறுதல் உத்தரவில், என்னை வேலைக்கு அமர்த்திய நிர்வாகத்தின் பெயர் “Appollo Sindoori Hotels Ltd.,” என்று குறிப்பிடப்பட்டுள்ளது என்று சொன்னால் என்னுடைய அடையாள அட்டையில் “Faber Sindoori” என்று குறிப்பிடப்பட்டுள்ளது. எனது சம்பளப்பட்டியல் மற்றும் Provident Fund பிடித்தம் இரசீதுகளில் “Appollo Sindoori Hotels Ltd.” என்று குறிப்பிடப்பட்டுள்ளது என்றால் சரிதான். பணி இடமாற்றம் குறித்து 21-04-2016 தேதியிடப்பட்ட கடிதம் மட்டும் அல்லாமல், மற்ற கடிதங்களான 14-06-2016, 16-06-2016 மற்றும் 02-07-2016 தேதிகளில் நிர்வாகத்திற்கு வேண்டுகோள் கடிதங்கள் நான் கொடுத்தேன் என்றால் சரிதான். மேற்படி 14-06-2016, 16-06-2016 மற்றும் 02-07-2016 தேதியிடப்பட்ட என்னால் கொடுக்கப்பட்ட கடிதங்கள் Ex.R2 வரிசையாகும்.

17. Thus, the P.W.1 during his cross-examination is found to have admitted that Ex.R1 is the appointment order and further has admitted that after he had been transferred to Chennai he had submitted various representations explaining his difficulties in shifting to Chennai and the representations of the petitioner had been marked as Ex.R2 series. On perusal of Ex.R1 which is admitted by the petitioner as his appointment order, dated 01-01-2015, this Court finds that in Ex.R1 it is mentioned as Fixed term contract issued to the petitioner by M/s. Apollo Sindoori Hotels Ltd., and in Ex.R1 the period and terms of employment are categorically mentioned. Likewise, the P.W.1 has also admitted that in the salary slip and in the provident fund receipt, the name M/s. Apollo Sindoori Hotels Ltd., is mentioned.

18. This Court finds that though the petitioner during his cross-examination has deposed that he was not aware that Ex.R1 was his appointment order, but, at the same time the petitioner has admitted that it is his appointment order. Thus, the petitioner is found to have blown hot and cold at the same time which is impermissible in law. Further, on perusal of Ex.R1

appointment order it is found to have been issued by M/s. Apollo Sindoori Hotels Ltd., and in Ex.R1 the terms and conditions are mentioned and the same if found to have been accepted by the person accepting the terms and conditions by affixing signature. The P.W.1 during his cross-examination has accepted that he received Ex.R1 by affixing his signature. Hence, in Ex.R1 the fact of acceptance is found to have been endorsed by the petitioner herein. Similarly on perusal of representations Ex.R2 series given by the petitioner it is found to have been addressed to M/s. Apollo Sindoori Hotels Limited. Had it been true that the petitioner was appointed by second respondent as contended by petitioner then in such case the petitioner failed to explain as to why his requisition as against his transfer to Chennai was addressed to M/s. Apollo Sindoori Hotels Limited and further appointment order had been issued to the petitioner by one M/s. Apollo Sindoori Hotels Limited.

19. *The learned Counsel for second respondent during cross-examination of P.W.1 has suggested as follows:*

மதசாஆ.6-ல் அடையாள அட்டையின் அடிப்படையில் நான் “Faber Sindoori Ltd.” நிறுவனத்தில் பணியில் உள்ளதாக குறிப்பிட்டுள்ளேன் என்றால் சரிதான். “Faber Sindoori Pvt. Ltd.” மற்றும் Health and Family Welfare Department, Puducherry இருவருக்கும் ஏற்பட்ட ஒப்பந்தத்தின் அடிப்படையில், ராஜீவ் காந்தி பெண்கள் மற்றும் குழந்தைகள் அரசு மருத்துவமனையில், அங்கு பணியாற்ற வேண்டும் என்பதற்காக, முதன்மை contractor என்ற வகையில் அடையாள அட்டை வழங்கப்பட்டது என்றாலும் அந்த அடையாள அட்டை, எனது பணி நியமன உத்தரவு குறித்தது அல்ல என்றாலும் சரியல்ல. எங்களுக்கும் நிரந்தர அரசு ஊழியர்களுக்கும் இடையே உள்ள வித்தியாசம் காட்டுவதற்காகவே அடையாள அட்டை வழங்கப்பட்டது என்று சொன்னால் சரியல்ல.

20. Thus, from the suggestion put forth by the learned Counsel for second respondent during cross-examination of P.W.1 and from the above discussions it could be inferred that the contention of the second respondent that the petitioner was employed by one M/s. Apollo Sindoori Hotels Limited as per Ex.R1 and further as the petitioner was made to work in the first respondent hospital, the Identity Card Ex.P6 had been issued by the first respondent hospital as a principal employer to differentiate the permanent Government employees and outsourcing employees is found to be acceptable one.

21. Therefore, this Court from the above submissions and discussions finds that the petitioner has been neither appointed by first or second respondents but, had been appointed by one M/s. Apollo Sindoori Hotels Limited and thus, this Court holds that there is no any employer and workman relationship between the

petitioner and second respondent. In this case, inspite of specific stand taken by the second respondent that M/s. Apollo Sindoori Hotels Limited is a proper and necessary party to the case, the petitioner has not taken any steps to implead M/s. Apollo Sindoori Hotels Limited and in the said context this Court holds that this case is bad for mis-joinder of party and proper and necessary party.

22. *On point No. 's 4 to 7 :*

In this case the primary grievance of the petitioner is that the petitioner was transferred to Chennai and he was not given work at the place where he was working that is in the first respondent hospital at Puducherry. It is not the case that the petitioner was refused work at Puducherry without any reason but it is an admitted fact that the petitioner was transferred to Chennai as per Ex.P1 transfer order but the petitioner without accepting the said transfer order has given various representations. Therefore the petitioner is found to have denied work in the first respondent hospital due to his transfer to Chennai. Hence, in such context the same does not amount to refusal of employment. Section 2A of Industrial Disputes Act 1947 contemplates when an industrial dispute can be raised by an individual workman.

23. *At this juncture for better appreciation it would be appropriate to extract section 2A of Industrial Disputes Act hereunder:*

Section 2A - Dismissal, etc., of an individual workman to be deemed to be an industrial dispute:-

Where any employer discharges, dismisses, retrenches or otherwise terminates the services of an individual workman, any dispute or difference between that workman and his employer connected with, or arising out of, such discharge, dismissal, retrenchment or termination is deemed to be an industrial dispute notwithstanding that no other workman or any Union of workmen is a party to the dispute.

24. Thus, as per section 2A of Industrial Disputes Act 1947, a workman can raise industrial dispute when an employer discharges, dismisses, retrenches or otherwise terminates the services of an individual workman. In this case there is no any non-employment or refusal of employment but the petitioner challenges the transfer order for which an industrial dispute cannot be raised by an individual and furthermore, such dispute has not been espoused by any Union. Hence, viewed in any angle this Court finds that the dispute raised by the petitioner does not fall within the ambit of industrial dispute. Further, this Court on perusal of Ex.R1 appointment order finds that in Ex.R1 clause (e) specifically states as follows:

You are liable to be transferred from one shift to another, from one Department to another or from one site to another or from one office to another office and *vice versa* or to any associate company working at present or started hereafter. In case of such transfer, you will abide by the working hours of the shift, Department, Office or Establishment, etc., concerned without demanding any compensation or extra remuneration. On transfer you shall be governed by the conditions of services or rules and regulations that may be prevailing in the place to which you may be transferred.

25. Hence, in clause (e) of Ex.R1 it is mentioned that the petitioner is liable to be transferred from one site to another or to another office. Therefore as per Ex.R1 the petitioner is bound by the terms mentioned in it and when such being so, the petitioner could be transferred to any site or any office. Though the petitioner states he was an active Trade Union member and thereby he was victimised by an order of transfer and thereby the petitioner is trying to flag out an issue of *mala fide* transfer but however in this case nothing could be elicited by the petitioner on this aspect. Thus, viewed in any angle the dispute raised by the petitioner is not justified. Therefore this Court on considering the above submissions and discussions succinctly holds that the industrial dispute raised by the petitioner is not justified and the petitioner is not entitled for any relief as prayed in the claim petition.

In the result this petition is dismissed. There is no order as to costs.

Partly typed by the Stenographer, partly typed by me in my laptop, corrected and pronounced by me in open Court, on this the 28th day of November 2025.

G.T. AMBIKA,
Presiding Officer,
Industrial Tribunal-cum-
Labour Court, Puducherry.

List of Petitioner's Witness:

PW1 — 25-11-2019 Thiru Gajendiran

List of Petitioner's Exhibits :

Ex.P1 — 19-04-2016 Photocopy of the Transfer intimation given by the Apollo Sindoori Hotels Ltd., Chennai to the Petitioner.

Ex.P2 — 21-04-2016 Photocopy of the Petition given to the Manager (HR), Faber Sindoori Management

Services Pvt. Ltd., Rajiv Gandhi Government Women and Children Hospital, Puducherry.

Ex.P3 — 11-12-2017 Failure report of the Conciliation Officer (Original).

Ex.P4 — — Photocopy of the ESIC Card issue, to the Petitioner.

Ex.P5 — — Photocopy of the Salary Slip issued by Apollo Sindoori Hotels Ltd., HR Department for the month of February 2016, dated 03-03-2016 and EPF Slip for the year 2014-2015.

Ex.P6 — — Photocopy of the Identity Card issued by Faber Sindoori Management Services Pvt. Ltd.,

List of Respondent's Witness:

RW1 — 13-07-2022 Thiru V. Chithiravel

List of Respondent's Exhibits:

Ex.R1 — 01-01-2015 Photocopy of the Appointment order issued by the management to Thiru. Gajendiran

Ex.R2 — 14-06-2016, 16-06-2016, 02-07-2016 Photocopy of the letter sent to the management by Thiru Gajendiran.

Ex.R3 — 23-04-2016, 18-06-2016, 22-06-2016, 09-07-2016 Photocopy of the reply letter to the Thiru Gajendiran by the management.

Ex.R4 — — Photocopy of the Certificate of incorporation of M/s. Apollo Sindoori Hotels Limited.

Ex.R5 — 01-01-2011 Photocopy of the Contract for supply of diet food for patient between the 2nd Respondent and Apollo Sindoori Hotels Limited.

Ex.R6 — 19-04-2017 Photocopy of the Contract for supply of diet food for patient between the 2nd Respondent and Apollo Sindoori Hotels Limited.

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| <p>Ex.R7 — 27-01-2017 Photocopy of the Memorandum of Understanding between 1st Respondent and 2nd Respondent.</p> <p>Ex.R8 — 05-10-2021 Photocopy of the Letter issued by the 1st Respondent to 2nd Respondent to reduce the rates quoted in the e-tender preceding the service contract, dated 21-09-2020.</p> <p>Ex.R9 — 13-10-2021 Photocopy of the Reply letter given by the 2nd Respondent to 1st Respondent.</p> <p>Ex.R10 — 14-12-2021 Photocopy of the Letter issued by the 1st Respondent to 2nd Respondent for restricting the contract, dated 21-09-2020.</p> <p>Ex.R11 — 20-12-2021 Photocopy of the Objection letter given by the 2nd Respondent to 1st Respondent.</p> <p>Ex.R12 — 22-12-2021 Photocopy of the Letter given by 2nd Respondent to 1st Respondent for seeking report on Conciliation meeting.</p> <p>Ex.R13 — 27-12-2021 Photocopy of the Letter given by 2nd Respondent to 1st Respondent requesting them to constitute an arbitral Tribunal for adjudication of dispute.</p> <p>Ex.R14 — 31-12-2021 Photocopy of the Legal notice issued by the 2nd Respondent to the 1st Respondent.</p> <p>Ex.R15 — 22-01-2022 Photocopy of the Letter given by the 2nd Respondent to 1st Respondent to defer their decision of terminating the Contract and for adjudication of dispute through arbitrator.</p> | <p>Ex.R16 — 24-01-2022 Photocopy of the Letters addressed by the 2nd Respondent to Honourable Speaker and Honourable Chief Minister (2 Nos.).</p> <p>Ex.R17 — 11-02-2022 Photocopy of the Letter issued by the Directorate of Health and Family Welfare Services to 2nd Respondent to discuss about the letter, dated 14-12-2021.</p> <p>Ex.R18 — 08-02-2022 Photocopy of the Letter addressed by 2nd Respondent to the 1st Respondent requesting for a confirmation of the decision taken in the meeting, dated 14-02-2022.</p> <p>Ex.R19 — — Photocopy of the Arbitration Petition filed by the 2nd Respondent before the Hon'ble Principal District Judge at Puducherry in AOP.No. 08/2022.</p> <p>Ex.R20 — — Photocopy of the Counter Statement filed by the 1st Respondent in AOP.No. 08/2022.</p> |
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G.T. AMBIKA,
Presiding Officer,
Industrial Tribunal-cum-
Labour Court, Puducherry.

GOVERNMENT OF PUDUCHERRY
LABOUR DEPARTMENT

*(G.O. Rt. No. 17/AIL/Lab./S/2026,
Puducherry, dated 20th February 2026)*

NOTIFICATION

Whereas, an Award in I.D (L) No. 22/2020, dated 15-09-2025 of the Labour Court, Puducherry, in respect of the industrial dispute between M/s. MRF Limited, Puducherry and the Union workmen represented by MRF Thozhilalar Vidudalai Munnaini (MRF LLF), Puducherry, over to conduct election under the secret ballot system and to hold wage negotiataion with the elected union has been received;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 17 of the Industrial Disputes Act, 1947 (Central Act XIV of 1947), read with

the Notification issued in Labour Department's G.O. Ms. No. 20/9/Lab./L, dated 23-05-1991, it is hereby directed by the Secretary to Government (Labour) that the said Award shall be published in the Official Gazette, Puducherry.

(By order)

S. SANDIRAKUMARAN,
Under Secretary to Government (Labour).

**BEFORE THE INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT AT PUDUCHERRY**

Present : Tmt. G.T. AMBIKA, M.L., PGDCLCF.,
Presiding Officer.

Monday, the 15th day of September 2025.

**I.D. (L) No. 22/2020
CNR. No. PYPY06-000056-2020**

MRF Thozhilalar Viduthalai Munnai (MRF LLF),
Puducherry,
Represented by its Vice-President,
Thiru D. Dhanasekaran. . . Petitioner

Vs.

The Managing Director,
M/s. MRF Limited, P.B.No.1,
Pondicherry Unit, Eripakkam,
Nettapakkam Commune,
Puducherry-605 106. . . Respondent

This Industrial Dispute coming before me for hearing in the presence of Thiru S. K. Sivasankaran, Counsel for the Petitioner and Thiru K. Babu, Counsel for the Respondent, upon hearing both sides, after perusing the case records, after having stood over till this day, this Court delivered the following:

AWARD

This Industrial Dispute arises out of the reference made by the Government of Puducherry *vide* G.O. Rt. No. 111/AIL/Lab./T/2020, dated 05-11-2020 of the Labour Department, Puducherry, to resolve the following industrial dispute between the petitioner and the respondent, *viz.*,-

(a) Whether the dispute raised by the Union workmen represented by MRF Thozhilalar Viduthalai Munnani, Puducherry against the management of M/s. MRF Limited, Nettapakkam Commune, Puducherry to conduct election under the secret ballot system and to hold wage negotiation with the elected union is justified or not? If justified, what relief the union workmen are entitled to?

(b) To compute the relief, if any, awarded in terms of money, if it can be so computed?

2. *The averments set forth in the claim petition is as follows:*

That the Petitioner Union is a registered Trade Union under the Trade Union Act, 1926 on 02-02-2011 *vide* Registration No.1669/RTU/2011. There were approximately 238 members and more. That the Petitioner Union has been formed with the cardinal objectives of addressing the grievances of employees including the SC/ST employees working in the Respondent and raising its voice for the welfare of the downtrodden and other communities. That the petitioner union was not at all considered by the Respondent and not being called for discussions, deliberations, negotiations, mediation, or meetings, *etc.*, even though the Petitioner's Union is a Registered One and having complied all the requirements of a Registered Union. That the Petitioner Union has conducted agitations on different dates after working hours insisting the respondent to recognize their Union and call them for Settlements, negotiations, meetings, discussions, *etc.*, but, the petitioner Union and its members were not invited for any decision of labour policy to be settled with at the time of Settlement, thereby the constitutional rights and statutory rights of the Petitioner Union was being denied and deprived, which was totally against the constitution guaranteeing the rights to the working class people under Article 14, 15, 16, 19, and 21. That the Petitioner Union was functioning properly as per section 28 of the Trade Union Act, 1926, and also having all the rights to involve or indulge in the bargaining power of members in the representative capacity as per the Industrial Disputes Act, 1947 and Trade Union Act, 1926.

(ii) That the Respondent was depriving the opportunities of petitioner union from participation in the Settlement and pick only a particular union as per the choice of the management. That the petitioner submitted a letter, dated 17-06-2019, requested the management to take necessary steps to identify the union enjoying the majority of employees and to invite them for discussions and deliberations on the 5th pay settlement of the workers. That the management was not showing their willingness to hold negotiations with the petitioner union, exhibiting a discriminative attitude towards the Petitioner Union. That the petitioner union had submitted a letter, dated 10-10-2019 to the Government Authorities *viz.*, Commissioner of Labour, Puducherry and the Labour Officer (Conciliation) Puducherry, requested to cancel

the deliberations initiated by the management with the other trade union and to take necessary steps to initiate the process for the identification of the trade union that enjoys support of the majority workers. That the said letter, dated 10-10-2019 was taken as a matter for raising an industrial dispute in the said issues. In these circumstances, the petitioner had filed Writ Petition in WP.No. 32490/2019 in Hon'ble High Court for the relief of directing the management to recognize the Petitioner Union and call for all the discussions and negotiations and secret ballot for settlement and the Hon'ble High Court in and by order, dated 20-11-2019 was pleased to issue a direction to the petitioner union to place grievances before the Conciliation Officer by following the procedure contemplated. Thereafter the petitioner had attended the proceedings before the Labour Officer (Conciliation) on several occasions. However due to stubborn attitude of the Management and there being no possibility to continue the proceedings, the Labour Officer (Conciliation) had made a Failure Report on 20-03-2020 and referred this matter for adjudication. That the Petitioner Trade Union was involved in representing for settlement from 2015 and given a representation on 14-08-2018 under section 22 (1) of Industrial Dispute Act. 1947, to the Respondent and the Government Authorities to conduct secret ballot, but it was ignored whereas in other establishments of MRF, secret ballots conducted. Hence, this petition to direct the Respondent/Management to hold the election by secret ballot to decide the Trade Union that commands the majority of the employees in the Respondent Management and to recognize the same as recognized union and to invite the recognized union which secures majority votes and to participate in the negotiations with bargaining powers to settle the workers grievances.

3. *The averments set forth in the counter statement is as follows:*

That the respondent is a Tyre manufacturing company commenced its production activity since 1998 and used to enter into settlements regarding wage increments and other service conditions periodically with the unions functioning in the company which have the majority of workers as their members. That upon request by the Trade Union the subscriptions of such union members were deducted from the salary of the said employees on their consent and paid to the union and it is the practice till date prevalent in the respondent management. That they have entered into the 5th Settlement in such a manner by entering into a Tripartite settlement

under section 12(3) of the Industrial Disputes Act, 1947 with the majority union namely MRF Employees Union before the Labour Officer (Conciliation), Government of Puducherry on 26-05-2020 and the said settlement was valid for the period from 01-10-2019 to 30-09-2023. The said 5th settlement was acted upon and the workers are also receiving the wage as per the last settlement without any objection. That for settlement, the management had received similar charter of demands from other unions also including the petitioner union. That the MRF Employees Union (1287/RTU/2002) is the only majority trade union in the factory as on dates of negotiation and that of the date of settlement and it has demonstrated its majority in so far as their membership is concerned and the remaining workmen were divided among other unions. The management on having verified the membership list of other unions and found to have entertained dual membership amongst themselves, and came to a reasonable conclusion that the MRF Employees Union is the only single majority trade union operating at the Plant having 52% of respondent's as its workmen members as on 17-06-2019 and hence, satisfied with representative character of the recognized union and invited the said union for a bilateral discussion and entered in 12(3) Settlement on 26-05-2020. That the Labour Officer (Conciliation) Puducherry, also examined the membership strength of the Unions by duly verifying various documents such as membership subscription list, annual returns, individual letter of the workers, Bank Accounts statements wherein the union subscription is being credited and further on being satisfied with the representative character of the MRF Employees Union, and on the active intervention and advice of the Labour Officer (Conciliation), Puducherry the settlement was arrived. That the petitioner Union had filed Writ Petitions before the Hon'ble High Court of Judicature at Madras in W.P.No. 31596 of 2019 and W.P.No. 32490 of 2019, both were dismissed on 12-11-2019 and 20-11-2019 respectively.

(ii) That the respondent company was not discriminating any workmen by their caste or religion or anything like and they are unilaterally treating all the workers at par as workmen only and never gives room for any discrimination on the part of the respondent management and they are paying the highest salary regional wise and all other amenities and facilities are provided to all workmen in equal. That the respondent is not aware of the fact that the petitioner union was functioning as per section 28 of the Trade Union Act, 1926. That industrial and

labour laws did not provide any provision for recognition of Trade Union and when there is no provision regarding recognition in the statute the right cannot be enforced by Court of Law. When there is no statutory provision or agreement of recognition between the employer and union, no legal right is created simply because the union has been registered. That the Trade Union has no inherent right by itself to be recognized. It is the discretion of the management to recognize any such trade union. That the right to form association does not carry with it the concomitant right that the association must be recognized by the employers. That the petitioner alone has pressurized to close the conciliation proceeding initiated on the letter, dated 10-10-2019 submitted by the petitioner Union. that the respondent wanted to file their reply on getting instruction from their top management but, the petitioner had hurriedly forced the Labour Officer (Conciliation) for closing of conciliation with failure note. That the respondent management is always negotiating for settlements with the majority union on the basis of the proven subscription of members of the union collected on consent from their salaries and as such at present there is no need to invent some other system instead of presently following system. Hence, it is prayed to dismiss the petition.

4. *Point for determination:*

1. Whether the present industrial dispute raised by the petitioner union is not an industrial dispute as contemplated under section 2(k) of Industrial Dispute Act, 1947 and thereby not maintainable?

2. Whether the industrial dispute raised by the petitioner is bad for non- joiner of other trade unions functioning in the respondent company?

3. Whether the dispute raised by the Union workmen represented by MRF Thozhilalar Viduthalai Munnani, Puducherry, against the management of M/s. MRF Limited, Nettapakkam Commune, Puducherry, to conduct election under the secret ballot system and to hold wage negotiation with the elected union is justified or not?

4. To what other reliefs?

5. On the side of Petitioner, PW.1 was examined and Exs. P1 to P10 were marked, whereas Ex.P2, Ex.P4 and Ex. P10 were marked with objections by the Respondent. During the cross examination of PW.1, Exs.P11 to P13 were marked. PW.2 was examined, no exhibit was marked. On the side of respondent, RW.1 was examined and Exs. R1 to R21 were marked. Written arguments were filed by both sides.

6. *On points 1 to 4:*

The contention of the petitioner union is that the petitioner union was formed to redress the grievances of the employees of respondent company including the SC/ST employees but, the petitioner union was not recognised by the respondent management and was not called for any discussions, negotiations and deliberations for arriving any settlement inspite of petitioner Union having complied all the requirements of a registered Union and functioned as per section 28 of the Trade Union Act 1926 and had all rights to involve in the collective bargaining on behalf of its members in the representative capacity. The further contention of the petitioner union is that the respondent management was adopting a practice of inviting only a particular union as per its choice for settlement talks and therefore the petitioner union had submitted a letter, dated 17-06-2019 requesting the respondent management to take necessary steps to recognise its majority of members and to invite for discussions and deliberations for 5th pay settlement for the workers but, the management continued to exhibit a discriminate attitude towards the petitioner union and thereby having no other way the petitioner union had given representation to the Government authorities and Labour Officer (Conciliation) stating their grievances and based upon which conciliation proceedings were initiated and further in the mean time the petitioner union had filed W.P.No. 32490/2019 to direct the respondent management to recognize the petitioner union on proving it majority on the basis of Secret ballot system and thereafter to invite for negotiations but, the said writ petition was dismissed with direction to place the grievances before the Conciliation Officer and later even during the conciliation proceedings the respondent failed to heed to the request of the petition Union and hence, the dispute has been referred to this Court and the petitioner prays the respondent to hold election by secret ballot system to decide the majority of its members and to recognise and invite the union which had majority of members to participate in the negotiation.

7. *Per contra*, the contention of the respondent is that there is no any Industrial or labour law which provides provision for recognition of a Trade Union and hence, the petitioner Union cannot seek any relief to recognise its association and infact the respondent used to enter into settlement regarding wage increments and other service conditions of employees periodically with the union which has majority as their members and which functions in the respondent company and further as per the request given by the Trade Union, the

respondent management used to deduct the subscription from the salary of the said employee on their consent. It is the further contention of the respondent that on 17-06-2020 the MRF Employees Union exhibited majority of membership that is 52% of respondent's total workmen as its members and the Labour Officer (conciliation) also examined the membership strength of MRF Employees union by verifying various documents and thereafter 5th settlement that is tripartite settlement was entered under section 12(3) of Industrial Disputes Act with MRF Employees Union before the Labour Officer (conciliation) for the period between 01-10-2019 to 30-09-2023.

8. The respondent further contended that during verification of membership list of other Unions the respondent management found that there were dual membership among the members of other unions but, the petitioner union suppressing all these material facts had filed writ petition before the Hon'ble High Court which was dismissed and infact the petitioner union did not have 238 members out of total workmen of 1554 and further the cardinal objectives which are stated by the petitioner union is not known to the respondent and the respondent management never opted to pick and choose a particular union for settlement talk and infact the management always negotiated for settlement with the majority union and the majority was decided based on the subscription deducted by the management from the salary on their consent and therefore, there is no need to invent some other system for proving majority and further the present case was filed to have secret ballot system to prove the majority of members and to recognise and invite the Union having majority to participate in the 5th settlement talks but, infact the 5th settlement was already entered with the union which had majority present dispute has not been espoused by a substantial workmen and all workers are receiving wage revision as per the said 5th settlement and thereby present dispute itself has become infructuous.

9. *The learned Counsel for respondent has relied upon the following citations:*

(i) Ajai Kumar and ors *Vs.* Sumitomo Mitsui Banking corporation and Another decided by Hon'ble High Court of Delhi at New Delhi on 19-3-2024.

(ii) Indian Kanoon-<http://indiankanoon.org/doc/993192/>

Western India Match Co. Ltd *vs* Western India Match Co. Workers Union & .. on 9 January, 1970.

1970 AIR 1205

Held : (1) Under s. 4(k) of the U.P. Industrial Disputes Act. 1947, if the State Government is of opinion that an industrial dispute exists or is

apprehended, it may, at any time, refer the dispute for adjudication. The expression 'of any time', does not confer an unfettered or arbitrary discretion on the Government. At whatever time the Government decides to refer a dispute for adjudication, there must, at that time, exist an industrial dispute or such a dispute must be apprehended.

(iii) Indian Kanoon-<http://indiankanoon.org/doc/1805359/>

Workmen of Indian Express (P) Ltd. *Vs* The Management on 27 November, 1968.

Equivalent citations: AIR 1970 SC 737, [1970 (20) FLR 157], (1970) ILLJ 132 SC, (1969) 1SCC228, [1969] 2 SCR 913.

The Union maintained that these two resolutions were proof of espousal of the dispute, the first by an appreciable number of the co-workers of the two aggrieved workmen and the second by the union and therefore the dispute though originally an individual dispute was converted into an industrial dispute.

10. In this case, the first contention of the respondent during argument is that the present dispute has not been espoused by a substantial workmen for the reason that the P.W.1 during his cross examination has admitted that no General body meeting or Executive meeting was held to raise the present dispute which would mean that the present dispute has been raised unilaterally by an office bearer without the approval and support of its members and hence, as per dictum held in *Ajai Kumar & Ors. Vs. Sumitomo Mitsui Banking Corpn and Another* held by Hon'ble High Court of New Delhi in 2024 and in *Western India Match Co. Ltd Vs. Western India Match Co. Workers union and Ors* reported in AIR 1970 SC 1205 and *Workmen of Indian Express(P) Ltd., Vs. The management* reported in AIR 1970 SC 737, that the dispute to be valid under section 2(k) of the Industrial Disputes Act, it must be espoused by a substantial number of workmen and the absence of such espousal renders the dispute non maintainable and as such the present dispute is not maintainable one.

11. This Court finds that the P.W.1 during his cross examination at an earliest point of time has deposed that to raise the dispute, no General body meeting was held and only Executive committee meeting was held but, later has deposed that nothing was discussed in the Executive committee meeting with regard to raising of dispute. However this Court on perusal of Ex.P10 finds that in Ex.P10 it is stated that in the Executive Committee

meeting held on 18-12-2024 it was resolved that president and vice president of the union will appear for the enquiry of the present dispute and further on perusal of Ex.P10 it is found that the president as mentioned in Ex.P10 is the P.W.1 herein. Likewise on perusal of Ex.P12 this Court finds that on 18-12-2024 a resolution has been passed in Executive Committee meeting that the president and vice president of the union will appear for the enquiry. Hence, in the said context, the contention of the respondent that the dispute has not been espoused by members of the union that is espousal by a substantial number of workmen is found to be untenable one. Further more the issue involved in this case being a dispute between employer and workmen finds that the present case is an industrial dispute as contemplated under section 2(k) of Industrial dispute Act, 1947.

12. The next point that arise for consideration is that the learned Counsel for respondent during cross examination of P.W.1 has posed a suggestion that in July 2018 the P.W.1 has been dismissed from service. The respondent to prove the same has not produced any documents but on perusal of Ex.P12 it is mentioned that the P.W.1 has been dismissed from service and likewise the P.W.1 also during his cross examination has deposed that he is the only member in the petitioner union who is without any employment in the respondent company. Hence, this Court from the evidence of P.W.1 and Ex.P12 finds that the P.W.1 is not in service of the respondent company. However this Court finds that as per the provisions of Trade Unions (Amendment) Act 2001, it states that all office bearers of a registered trade union, except not more than one-third of the total number of office bearers or five, which ever is less shall be persons actually engaged or employed in the establishment or industry with which the Trade Union is connected. Therefore, it is found that even a dismissed employee can also be a an office bearer. This Court on perusal of Ex.P1 finds that the petitioner union has been registered as early as on 2-02-2011. Hence, when the petitioner union is a registered Trade Union then in such circumstances since because the P.W.1 was dismissed from service does not debar the P.W.1 from holding the post of president of the petitioner Union.

13. The other contention of the respondent is that there are other Trade Unions functioning in the respondent company but, the petitioner has not impleaded those unions in this case. This Court finds that it is the grievance of the petitioner that the respondent has not recognised the majority of the petitioner union and also not invited for settlement talks. Whereas it is the contention of the respondent that based on subscription deducted from the salary of

members based on request of the trade union and consent of the members, the majority is being decided. Hence, this Court finds that when the grievance of the petitioner is due to the conduct of non recognition by the respondent then in such context non impleading of other unions cannot be a reason to reject the whole dispute raised by the petitioner union.

14. In this case it is the specific contention of the petitioner that in the petitioner union there are 238 members out of total number of 1554 employees in the respondent company. Whereas the respondent contends that though the petitioner in the claim petition has contended that there are 238 members in the petitioner union but during cross examination has deposed that there are only 234 members at the time of raising the dispute and further as per Ex.P3 only 85 members are mentioned and as per Ex.P11 Annual Returns for the year ending 31-03-2020 the number of members who paid subscription is mentioned as 238 and hence, the petitioner union to suite the case according to their convenience has created documents to substantiate the total number of members in the petitioner Union. This Court finds that the P.W.1 during his cross-examination has deposed that out of total members of 234 members the figure of 85 members as shown in Ex.P3 pertains to the the number of members who have paid subscription through bank and for the remaining members the subscription has been received directly. Thus, no doubt it is found that the petitioner at one instance has stated that the petitioner union has 238 members and whereas in another instance has stated that there were 234 members.

15. Hence, it is found that there is discrepancies over number of members in the petitioner union as mentioned by the petitioner and further when the P.W.1 during his chief has deposed that he is the president of the petitioner union but, the P.W.1 during his cross examination has deposed that he does not know at present how many members are there in the petitioner union. Therefore, there seems to exist some discrepancies in respect of number of members in the petitioner union and so also there persisted some disagreement between the petitioner union and the respondent management with regard to number of members in the petitioner union.

16. Furthermore, in this case the specific contention of the petitioner union is that they had majority of members and thereby they had every right to participate in the settlement talks but, the respondent declined to recognise its majority and did not invite for 5th settlement talks and whereas it is the contention of the respondent that based on deduction of subscription done by the respondent management from the salary of

members, the majority of members in a particular union was decided and in such process as the petitioner union did not have any majority of members the petitioner union was not called for negotiation talks. Hence, in this case there was a strife between the petitioner union and respondent with regard number of members in the petitioner union and also with regard to the procedure adopted by the respondent management to decide which of the trade union has majority so as to invite for negotiation and discussions.

17. This Court finds that the present dispute itself has been raised by the petitioner union since the petitioner union was not called by the respondent management for 5th settlement negotiation. No doubt, by now as per the evidence of R.W.1, the 5th settlement has been arrived and entered on 26-05-2020 for the period 01-10-2019 to 30-09-2023 and thereafter 6th settlement has been entered on 13-12-2024 for the period 01-08-2024 to 30-07-2028. Thus when the very procedure adopted by the respondent management is challenged by petitioner union by way of raising industrial dispute it is found by the time the said dispute has reached its finality the whole process of arriving settlement got completed and two new settlement that is 5th settlement and 6th settlement has emerged into force. Therefore, now without probing into the discrepancies in the membership as mentioned above, it becomes necessary to determine whether the procedure sought for by the petitioner for deciding the majority of members in a trade union can permitted at least during future negotiations.

18. The learned Counsel for petitioner contended that the procedure of secret ballot system has to be followed for deciding which of the trade union commands majority and whereas the contention of the respondent is that the prevailing practice of counting the members based on the subscription deducted from the salary of members as per the request of the Trade Union and upon the consent of the members can be followed and further the Labour Officer (Conciliation) also verifies the membership strength of the unions by verifying various documents and hence, there is no need for adopting any other method for demonstrating majority. This Court on perusal of case records finds that the respondent has not produced any documents to substantiate as to on what basis the respondent has decided as to which union has demonstrated majority. Further R.W.1 also categorically deposed he is not aware whether any document has been produced by the respondent to substantiate as to on what basis the respondent has ascertained majority of members in respect of various Trade Unions functioning in the respondent company.

19. The learned Counsel for petitioner as well as the counsel for respondent produced citations of Hon'ble Madras High Court and Hon'ble Bombay High Court to substantiate that the Hon'ble Apex Courts had an occasion to deal with the similar issues regarding the procedure to be adopted to decide which union commands the majority and so as to recognise and invite for settlement talks.

Indian Kanoon-<http://indiankanoon.org/doc/61152/>

Air India Employess Guild vs Air India Ltd. And ors, [Along with writ...] on 21 December, 2006.

Equivalent citations: 2007 (109) BOM. L.R.1, (2007) ILLJ 2017 BOM, 2007 (1) MHL 659.

Author: F.I. Rebello

Bench:F.I. Rebello, V.K. Tahilramani, A.S.Oka

6. In Food Corporation (supra), parties consented to follow the secret ballot system for assessing representative character of the trade unions. This has been noted by the judgment of the Division Bench of This Court in Marmagao Port Trust M.O.H.P. v. Chairman Marmugao Port Trust (Panaji Bench) in Writ Petition No. 9 of 2000 decided on 03-07-2000. This has also been noted by the Division Bench of the Madras High Court in the case of the Southern Railway Mazdoor Union v. The Railway Board and Ors. decided on 17-10-2003 in Writ Petition No. 3168 of 2002. The Judgment therefore, in Food Corporation of India (supra) being by consent, does not lay down any law. What is binding is the ratio decendi.

The Supreme Court held that what the Industrial Court did by permitting recognition of the union by secret ballot, was by a method clearly derogatory to the Act. The Court observed as under:

However, overwhelming therefore, the vote may be in its favour in a ballot, it will not entitle a Union to recognition under the Act. The recognition by ballot or by any method other than that laid down in the Act is, therefore, alien to the Act.

Having so said, considering the issue of consent, the Court observed that the consent of the parties to follow a procedure which is against the mandatory provisions of the Act, cannot cure the illegality.

13. The issue once again came for consideration before a Division Bench of This Court in Association of Engineering Workers v. Dockyard Labour Union 1992 II C.L.R. 382.

The learned Division Bench in view of the Judgment in Automobile Products of India Employees Union (Supra) dismissed the petition. A Special Leave Petition was preferred to the Supreme Court. The Supreme Court in Association of Engineering Workers v. Dockyard Labour Union and Ors. 1993 I CLR 637 referring to its earlier judgment observed as under:

In other words, this Court came to the conclusion that secret ballot was a procedure not recognised by law, it was in fact alien to the Act and therefore, that method or mode could not be accepted as valid for the purposes of recognition. We see no reason to depart from the view taken in the aforesaid decision nor are we satisfied that in the instant case the method resorted to by the Industrial Court was one consistent with the provisions of the Statute.

(1) The ratio of the judgment of the Supreme Court in Automobile Products of India Employees Union (supra) and Association of Engineering Workers (supra) and the judgment of Division bench in Associated Engineering (supra) applies to verification of membership of the unions and establishments, covered under the provisions of the Maharashtra Recognition of Trade Unions and Prevention of Unfair Labour Practices Act.

(2) The method of secret ballot to ascertain majority of membership is derogatory to the Code of Discipline.

20. *The learned counsel for petitioner has relied upon the following citations:*

(i) Indian Kanoon-<http://indiankanoon.org/doc/997935/>

MRF United Workers Union vs Government of Tamil Nadu on 8 September, 2009.

In the aforesaid Judgment, the Apex Court has observed that the check-off system has lost its appeals and the method of secret ballot was being gradually accepted. That was however a case where the method was agreed by consent. In our view, the correct course will be to give a direction to the Commissioner of Labour to call upon the two unions to submit their membership details as per the Code of Discipline and examine their membership as provided under the Code over a period. In the event, there are any objections, the objections could be verified in the light of clause-7 of the Code of Discipline by personal interrogatories so as to arrive at the correct

membership of either of the two trade unions. Alternative to this procedure namely, ballot system, which, although is recommended by the Committee of the ILO, is not accepted in any of the statutes which have been brought to our notice. The recommendations of the Committee can only be respected to this effect that there has to be a collective bargaining agent of the workmen, which is to be a truly and independent representative agent. As far as the methods suggested by the Committee is concerned, it would result into determination on the basis of the facts arrived at a particular point of time, which has not been very much appreciated as a proper method. The method of verification on the other hand will show the following of a particular Union over a longer period and would definitely be a better option. The other alternative approach is to say that none of the methods is recognized and therefore the choice of the management will prevail. That certainly cannot be permitted in view of the provisions of the fifth schedule of the Act. The Code of Conduct has a force of acceptance of the organizations of the workers and of the Management and also of the Government, and is being followed in different undertakings. Further, it is also in tune with the provisions of the different statutes in different States.

38. In the circumstances, in our view, the only alternative, as stated above, is to direct the State Government and the Commissioner of Labour to conduct the exercise as per the Code of Discipline, to which the State Government is agreeable. Accordingly, the Petitioner Union may apply to the concerned Labour Commissioner within two weeks from today presenting the claim of its membership figures during the last six months, *i.e.*, for the period from 1st march, 2009 to 31st August, 2009. On receipt of such an application, the concerned Labour Commissioner will issue notice to the two unions, within two weeks from the date of receipt of the application, calling upon them to submit their membership registers and the necessary supportive documents under the Code of Discipline within two weeks from the date of receipt of the notice by them. The notice will call upon them to produce their records as per the Code of Discipline during the period of six months prior to the date of notice. The Labour Commissioner shall thereafter proceed to decide as to which Union is the representative union of the workmen. We cannot permit the Management to say that the Union which shows the larger

membership at the end of the exercise will not be recognized by the Management. Recognition is for the purpose of representing the causes of the workmen in various fora including before the Management and various authorities under the Labour Law. It is not a determination available for the sole satisfaction of the Management. It is a factual determination and the determination leads to a status. The Union which establishes a larger membership at the end of the aforesaid exercise, shall be recognized as the representative union.

(ii) Indian Kanoon-<http://indiankanoon.org/doc/62731398/>

DMK ICF Labour Union vs Union of India on 22 October, 2024.

18. We have already expressed that a Secret Ballot System for determining the recognition of a Trade Union in RPU would be more suitable and have rendered our reasons thereto. We are now appraised that such a system, introduced in the Rail Coach Factory at Kapurthala, pursuant to the orders of the Delhi High Court, is functioning smoothly. In this background, we are of the affirmed view that the same system of secret <https://www.mhc.tn.gov.in/judis> and W.P.Nos. 17480 & 19188 of 2014 ballot for recognition of Trade Union would be more apt and conducive for redressal of the grievances of the workmen of ICF. Thus, the Trade Unions in the present case, are entitled to succeed.

(iii) CDJ Law Journal

Parties: Podhu Thozhilalar Sangam (CITU) Versus State of Tamil Nadu, rep. by its Principal Secretary to Government & Others.

Constitution of India - Article 226 - Industrial Disputes Act - section 18(1) - Writ of Mandamus filed - writ petitioner, Worker's Union, approached this Court, directing respondents to hold elections by secret ballot from among the workers of Foxconn (P) Ltd., to enable the third respondent Management to recognize the union enjoying majority, for negotiations of industrial disputes - Management given its consent for holding election by secret ballot, second respondent chosen not to proceed with matter, resulted in management entering into a settlement with the fourth respondent - second respondent, failed to perform the duty entrusted to him, and defeated the rightful claim of the petitioner - prayer made by the petitioner for holding of election by secret ballot is only to ascertain the majority union - with reasons, writ petition is allowed.

21. This Court finds that in *M/s. United workers union Vs. Government of Tamil Nadu* decided on 08-09-2009, the Hon'ble division bench of the Madras High Court has held that in *Food Corporation of India Staff union Vs. Food corporation of India* and other reported in 1995(II) LLJ 272, the Hon'ble Apex Court has observed that the check off system has lost its appeals and the method of secret ballot was being gradually accepted. However the method of secret ballot system to ascertain majority was passed on consent of parties to the case. Further in paragraph 36 of the abovesaid citation it has been observed that in *Automobile products of India Employees Union Vs. Association of Engineering Workers, Bombay and others* reported in 1990 (2)SCC 444 it has been held as follows:

The Supreme Court after examining the various provisions held that what the Industrial Court did by permitting recognition of the union by secret ballot was by a method clearly derogatory to the Act. The Supreme Court further observed as under: However, overwhelming, therefore, the vote may be in its favour in a ballot, it will not entitle a union to recognition under the Act. The recognition by ballot or by any method other than that laid down in the Act is, therefore, alien to the Act.

22. Similarly the Hon'ble Bench of three judges of Bombay High Court, in *Air India employees Guild Vs. Air India Ltd.*, and Ors reported in 2007 (109) Bom.L.R.1, 2007 (II) LLJ 217 BOM has held that in *Automobile products of India Employees Union Vs. Association of Engineering Workers, Bombay and others* reported in 1990 (2)SCC 444 and in *Association of Engineering workers Vs. Dockyard Labour Union and ors* 1993 (I) CLR 637, the Hon'ble Supreme Court has held that recognition by secret ballot is a procedure not recognised by law and it was in fact alien to the Act. Further the Hon'ble Bench of three judges of Bombay High Court has held that the procedure opted for ascertaining the majority is one way of ascertaining whether the worker maintain his loyalty to the Union. An elector who is a member of a union for the relevant period for whatever reason, could still vote for another union either on account of change of his personal view or other considerations. Secret ballot will only decide as to which Union, the workers repose their faith on the date of the election. Secret ballot will not decide the issue as to membership of the union for the relevant period. The method of secret ballot in the context of the procedure provided by the code of discipline as a method of determination of the majority of membership of the union for a particular period would thus be derogatory to the code of discipline.

23. Thus, this Court finds that the petitioner union on placing reliance upon Food Corporation of India Staff union *Vs.* Food Corporation of India and other reported in 1995(II) LLJ 272, cannot seek for secret ballot system for proving the majority since the said order of permission is found to have been passed on consent of parties and further such procedure of secret ballot system has been subsequently held to be clearly derogatory to the Act and also such method of recognition has been held as alien to the Act as held by the Hon'ble Supreme Court in *Association of Engineering workers Vs. Dockyard Labour Union* and ors 1993 (I) CLR 637.

24. In this case the respondent management stand is that it is deciding the majority by counting number of members for whom the deduction of subscription from the salary is done by the management and further it is the stand of the respondent that such deduction is being done at the request of the trade union and as per the consent of the members. This method of counting number of members by the respondent management for the purpose of arriving majority is opposed by the petitioner union for the reason that if the respondent management is permitted to continue with this modality there is every possibility and chance of showing favoritism towards some particular union by the respondent management and further the respondent management will make use of such chance to arrive settlement according to their desires without giving opportunity for collective bargaining and thereby the very purpose of enactment of Industrial Disputes Act 1947 will be defeated and also end in causing injustice to the workers. This Court from the allegations thrown by each parties finds that if this unreliable and debatable situation is permitted to continue then the same would generate intense feelings of rivalry and acrimony and sometimes violent interludes in the establishment too.

25. Hence, to avoid all such unpleasant situations and to avoid continuous strife in between the union and the management regarding the method of ascertaining as to which of the union has majority of members so as to invite for negotiation, this Court finds that the procedure of verification of membership as held in *M/s. United workers union Vs. Government of Tamil Nadu* decided on 08-09-2009, can be adopted in future whenever majority of membership is to be ascertained and to recognise as the representative Union. Thus it would be appropriate to direct the concerned Government and the commissioner of labour to conduct the exercise as per the code of Discipline.

Accordingly whenever majority is to be ascertained the concerned Unions may apply to the Labour Commissioner within a period of two weeks as fixed from time to time with details of its membership for the last six months prior to the date of application by the union concerned to the labour commissioner and on receipt of such an application the concerned Labour Commissioner will issue notice to unions within two weeks from the date of receipt of the application calling upon the concerned unions to submit within two weeks of receipt of notice from the Labour Commissioner their membership registers and the necessary supportive documents under the code of discipline for the period prior to six months and thereafter the Labour Commissioner shall proceed to decide which union has majority of membership and can recognise as the representative Union. Thus, the points are answered accordingly.

In the result this petition is allowed with modification by holding that the industrial dispute raised by the petitioner union as against the respondent management is justified and the respondent management is directed that whenever majority of membership is to be ascertained and to recognise as the representative union. Thus, it would be appropriate to direct the concerned Government and the commissioner of labour to conduct the exercise as per the code of Discipline. Accordingly whenever majority is to be ascertained the concerned unions may apply to the Labour Commissioner within a period of two weeks as fixed from time to time with details of its membership for the last six months prior to the date of application by the Union concerned to the Labour Commissioner and on receipt of such an application the concerned Labour Commissioner will issue notice to unions within two weeks from the date of receipt of the application calling upon the concerned Unions to submit within two weeks of receipt of notice from the Labour Commissioner their membership registers and the necessary supportive documents under the code of discipline for the period prior to six months and thereafter the Labour Commissioner shall proceed to decide which Union has majority of membership and can recognise as the representative Union. There is no order as to costs.

Partly typed by the stenographer, partly typed by me in my laptop, corrected and pronounced by me in open Court, on this the 15th day of September 2025.

G.T. AMBIKA,
Presiding Officer,
Industrial Tribunal-cum-
Labour Court, Puducherry.

List of petitioner's witnesses :

- PW.1 — 09-01-2025 Thiru G.Gnanavel
 PW.1 — 17-04-2025 Thiru S. Sivakumar

List of petitioner's exhibits :

- Ex.P1 — 02-02-2011 Photocopy of the Certificate of Registration of the MRF Thozhilalar Viduthalai Munnani.
- Ex. P2 — — Photocopy of the List of Employees working under this Trade Union.
- Ex. P3 — — Photocopy of the Bank Statement for the Payment of the Subscription of the Trade Union.
- Ex. P4 — — Photocopy of the declaration made on 13-12-2024 over the 6th Long Term Settlement by the Management with INTUC.
- Ex. P5 — 23-07-2015 Photocopy of the Letter sent by the MRF Thozhilalar Viduthalai Munnani Union to the Commissioner of Labour, Puducherry.
- Ex. P6 — 16-11-2015 Photocopy of the Letter sent by the MRF Thozhilalar Viduthalai Munnani Union to the Commissioner of Labour and Labour Conciliation Officer, Puducherry.
- Ex. P7 — 10-10-2019 Photocopy of the Letter sent by the MRF Thozhilalar Viduthalai Munnani Union to the Commissioner of Labour and Labour Conciliation Officer, Puducherry.
- Ex. P8 — 04-10-2024 Photocopy of the Suspension Letter issued by the Management to the Vice-President of MRF Thozhilalar Viduthalai Munnani Union.

- Ex. P9 — — Photocopy of the Letter given by Thiru D.Dhanasekaran for deputing the President in the Place of Vice-President to conduct the case.
- Ex. P10 — 18-12-2024 Photocopy of the Resolution passed by Our Union for deputing the President to conduct the case.
- Ex. P11 — — Photocopy of the Annual Returns for the year 2020 to 2023.
- Ex.P12 — — Photocopy of the Minutes of the Trade Union.
- Ex.P13 — — Photocopy of the petitioner union's Bank statement for the period 01-01-2024 to 10-02-2025.

List of Respondent's witness:

- RW1 — 17-06-2025 Thiru G. Venkatakrisnan

List of Respondent's Exhibits:

- Ex.R1 — 03-06-2019 Photocopy of the Letter by Petitioner union along with their charter of demands.
- Ex. R2 — 14-10-2019 Photocopy of the Notice of remarks by Labour Officer (Conciliation), Puducherry.
- Ex. R3 — 10-10-2019 Photocopy of the Letter by Petitioner union to the Labour Commissioner and Labour Officer (Conciliation), Puducherry.
- Ex. R4 — 02-02-2011 Photocopy of the Communication by Registrar of Trade Unions, Puducherry to the Petitioner Union along with Certificate of Registration of Trade Union and its Annexures.
- Ex. R5 — 26-05-2020 Photocopy of the 12(3) Settlement (5th Long Term Settlement).

Ex. R6 — 13-12-2024 Photocopy of the 12(3) Settlement (6th Long Term Settlement).

Ex. R7 — 12-11-2019 Photocopy of the Order passed in WP.No. 31596 of 2019 by the Hon'ble High Court of Judicature at Madras.

Ex. R8 — 04-03-2024 Photocopy of the Order passed in WP.No. 5462 of 2024 by the Hon'ble High Court of Judicature at Madras.

Ex. R9 — 20-11-2019 Photocopy of the Order passed in WP.No. 32490 of 2019 by the Hon'ble High Court of Judicature at Madras.

Ex. R10 — 22-02-2009 Photocopy of the Notice of Lock Out.

Ex. R11 — 21-02-2009 Photocopy of the FIR No. 35 of 2009 registered by Nettapakkam Police Station, Puducherry.

Ex. R12 — 19-03-2009 Photocopy of the Final Form / Report by Station House Officer, Nettapakkam Police Station, Puducherry.

Ex. R13 — 25-06-2009 Photocopy of the apology letter by Executive member of Petitioner Union Mr.S.Periyandavar.

Ex. R14 — 25-06-2025 Photocopy of the Warning letter issued to Mr.S.Periyandavar.

Ex. R15 — 25-06-2009 Photocopy of the apology letter by Executive member of Petitioner Union Mr.M.Santhanam.

Ex. R16 — 25-06-2025 Photocopy of the Warning letter issued to Mr.M.Santhanam.

Ex. R17 — — Photocopy of the Extract of details of misconducts and Disciplinary actions by and against Mr.S.Periyandavar.

Ex. R18 — — Photocopy of the Extract of details of misconducts and Disciplinary actions by and against Mr.M.Santhanam.

Ex. R19 — 27-08-2024 Photocopy of the Letter issued by Respondent to the Labour Officer (Conciliation), Puducherry.

Ex. R20 — 23-03-2020 Photocopy of the Failure report issued by the Labour Officer (Conciliation), Puducherry.

Ex. R21 — 05-11-2020 Photocopy of the Notification issued by the Labour Department, Government of Puducherry.

G.T. AMBIKA,
Presiding Officer,
Industrial Tribunal-cum-
Labour Court, Puducherry.

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GOVERNMENT OF PUDUCHERRY
DEPARTMENT OF HINDU RELIGIOUS
INSTITUTIONS AND WAQF

*(G.O. Ms. No. 49/CHRI/T.3/2026,
Puducherry, dated 24th February 2026)*

ORDER

In pursuance of the Orders, dated 30-06-2023 of the Hon'ble High Court of Judicature at Madras in W.P. Nos. 34726 of 2022 and 3241 of 2023 and G.O. Ms. No. 1/CHRI/T.2/2023, dated 14-07-2023 of the Department of Hindu Religious Institutions and Waqf, Puducherry and in exercise of the powers conferred under the Puducherry Hindu Religious Institutions Act, 1972, Thiru M. Mourougane, son of Souppramanien Dit Manavalane, Work Inspector, Office of the Executive Engineer, Irrigation Division, Public Works Department, Puducherry, is hereby appointed as Temple Administrative Officer of Arulmigu Sri Varadaraja Perumal Devasthanam, Thondamanatham, Villianur Commune, Puducherry, on honorary basis. The Temple Administrative Officer shall administer the said Devasthanam as envisaged in the provisions of the Puducherry Hindu Religious Institutions Act, 1972 and the rules framed thereunder.