

Textile Labour Association, Bhadra ... vs Ahmedabad Mill Owners Association, ... on 10 October, 1969

Equivalent citations: [1970(20)FLR155], (1970)3SCC890

Bench: M. Hidayatullah, G.K. Mitter, V. Ramaswami

JUDGMENT

1. On September 19, 1969, the Textile Labour Association, Ahmedabad and the Ahmedabad Mill-owner Association, Ahmedabad entered into a compromise in Civil Appeal No. 1605 of 1966. This compromise was recorded by us, but we left it over for consideration as Civil Appeal No. 1606 of 1966 was to be heard. The two appeals have been filed by different parties against the same award and the party in. Civil Appeal No. 1606 of 1966 was not agreeable to the compromise and did not wish to implement it Civil Appeal No. 1606 of 1966 was set down today for hearing.

2. A question has been raised whether the compromise entered into by the Textile Labour Association, Ahmedabad is binding upon the party in Civil Appeal No. 1606 of 1966. On an examination of the provisions of the Bombay Industrial Relations Act, 1946, we are of opinion that the compromise is binding upon all the employees who are holding out and who are parties to Civil Appeal No. 1606 1966. Under Section 27-A of the Bombay Industrial Relations Act it is provided that except as provided in Section 32 and 33, no employee shall be allowed to appear or act in any proceeding under the Act except through the representative of the employees. The expression 'Representative of employees' is defined in Section 80 of the Act and it gives in preferential order the persons who can be said to be representative of employees. The first in the list is the Representative Union for such industry. Mr. Gokhale appearing on behalf of the 13 persons who are not accepting the compromise and who wish (sic) press Civil Appeal No. 1606 of 1966, admits that the Textile Labour Association is the representative union for this industry. He (sic)eds, however, that his clients can press their claim in spite of compromise entered into by the representative union of the (sic) try and he relies upon the provisions of Sections 32 of the Act which are excepted from the operation of Section 27-A. Red(sic) these two sections, we find that it is quite clearly stated in the provisos to the two sections that no individual is allowed to appear (sic) any proceeding in which the representative Union has appeared (sic) the representative of the employees. It is not necessary to quote (sic) two sections. Each of them contains an identical. proviso, i.e. the character of the Representative Union the binding force of any agreement or action by the Representative Union. In this case the tile Labour Association has appeared before us and therefore of opinion that the proviso to Sections 32 and 33 do not entitle (sic) other employee to come before us and plead against the action of the representative Union in accepting the compromise; nor do we think that they can press their claim when once the representative union of the employees has entered into a valid compromise which has been accepted by this Court. The result is that there shall be an order in terms of the compromise in Civil Appeal No. 1605 of 1966. Civil Appeal No. 1606 of 1966 is dismissed. There shall be no order as to costs in both the appeals.

3. The petition filed in court today by Mr. K.L. Hathi on behalf of the Textile Labour Association, Ahmedabad for being impleaded as a party in Civil Appeal No. 1606 of 1966 is allowed in terms thereof.