Supreme Court of India
M/S. Serajuddin & Co vs Their Workmen on 19 March, 1962
Equivalent citations: 1966 AIR 921, 1962 SCR Supl. (3) 934
Author: P Gajendragadkar
Bench: Gajendragadkar, P.B.

PETITIONER:
M/S. SERAJUDDIN & CO.

Vs.

RESPONDENT:
THEIR WORKMEN

DATE OF JUDGMENT:
19/03/1962

BENCH:
GAJENDRAGADKAR, P.B.
BENCH:
GAJENDRAGADKAR, P.B.
WANCHOO, K.N.

CITATION:
1966 AIR 921 1962 SCR Supl. (3) 934
CITATOR INFO :
E 1966 SC 925 (10)

ACT:
Industrial Dispute-Reference by State Goverment-Validity-"Appropriate Government"-Industrial dispute", in relation to mine-Construction of-"Mine"-Definition-Industrial Disputes Act, 1947 (14 of 1947), ss. 2(a), 2(a)(i), 2(j), 2(k)-Mines Act, 1952 (35 of 1952), ss. 2(j), 2(k), 2(h).

HEADNOTE:
A dispute covering claims made by the employees was referred for adjudication to the tribunal by the State Government of. West Bengal. The appellant raised a preliminary objection against the validity of the reference and urged that under s. 2(a) the appropriate Government which could make a valid reference in relation to the present dispute was the Central Government and not the Government of West Bengal and so, the reference was unauthorised and incompetent and the Tribunal bad no jurisdiction to deal with it. The Tribunal over-ruled this objection and the case was set down for hearing on the merits. Against this finding, the appellant preferred the present appeal by special leave and the only point raised was that the head office of the appellant at Calcutta being an integral part of the mine, any industrial

dispute between the said office and its employees is an industrial dispute-concerning a mine under s. 2(a)(i) and so the appropriate Government must be the Central Government and not the State Government. The question for decision was whether the present dispute can be said to be an industrial dispute concerning a mine. It was argued that the word "industry" is wide enough to include the Head Office of a mining company though, it may be situated away from the
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place where the mining operations are actually carried on and it is in the light of the said definition of the word "industry" contained in s. 2(j) that the words "in relation to a mine" must be construed.

Held, that in construing the words-,,an industrial dispute" in relation to a mine, it must first be determined what a mine means and it must be done without reference to the broad definition of industry prescribed by s. 2 j). In the absence of a definition of the word "mine" in the(Act itself, what has to be taken into account is the dictionary meaning of the word "mine" or as is contained in the Mines Act and judged in that light, there can be no difficulty in holding that an industrial dispute between the employees engaged in the Head Office at Calcutta and the employer is not an industrial dispute concerning a mine. The Head Office is not a mine and so, an industrial dispute raised by the employees engaged. in the head office is not an industrial dispute concerning a mine.

The rights conferred on the lessee under a mining lease can have no direct bearing on the construction of s. 2(a) and therefore, the tribunal rightly. held, that the present dispute between the appellant and its employees at its Head Office at Calcutta is not a dispute in relation to a mine.

Held, further that all industrial disputes which are outside s. 2(a)(i) are _the concern of the State Government under s. 2(a)(ii); in other words, the general rule is that an industrial dispute arising between a employer and his employees would be referred for adjudication by the State Government except in cases falling under s. 2(a) (i); and so it is the extent of one of the exception mentioned in s. 2(a)(i) that has to be determined in the present case, and in determining the extent of the said exception, it would not be irrelevant to bear in mind the scope of the provisions of the Mines Act itself. That is why the fact that an office of a mine is outside the definition of a mine is of some assistance in interpreting the word "mine" under s. 2(a)(1) and therefore, the tribunal rightly came to the conclusion that in the present case the reference by the State Government of West Bengal was valid.

JUDGMENT:

CIVIL APPELLATE JURISDICTION : Civil Appeal No. 355 of 1961. Appeal by special leave from the order No. 28 dated January 17, 1961, of the fourth Industrial Tribunal, West Bengal in Case No. VIII-71.

P.K. Sanyal and D. N. Mukherjee, for the appellants. Janardan Sharma, for the respondents.

1962. March, 19. The Judgment of the Court was delivered by GAJENDREGADKAR, J.-This appeal by special leave raises a very short question about the construction of a part of section 2(a) of the Industrial Disputes Act (I 4 of 1947)(hereinafter called the Act). That question arises in this way. On the 14th March, 1960, the Government of West Bengal referred for adjudication to the Fourth Industrial Tribunal six items of dispute between four employers and their respective employees. Amongst the employers was the appellant M/s. Serajuddin & Co.,p-16, Bentinck Street, Calcutta-1, and the items of dispute covered claims made by the employees for grade and scale, Dearness Allowance, House rent, leave and holidays, Provident Fund and Gratuity, and condition of service. It appears that all the workmen employed in the three other industrial concerns filed affidavits before the Tribunal intimating to it that they did not want to proceed with the case because the dispute between them and their respective employers had been settled. That is how the only dispute which was left before the Tribunal for its adjudication was the dispute between the appellant and its workmen.

On behalf of the appellant, a preliminary objection was raised against the validity of the, reference itself. It was urged that under s.2(a), the appropriate Government which could make a valid reference in relation to the present dispute between the parties was the Central Government and not the State Govt. of West Bengal and so, the reference made by the latter Government was unauthorised and incompetent and the Tribunal bad, therefore no jurisdiction to deal with it.This objection has been over-ruled by the Tribunal and the case has been set down for hearing on the merits. It is against this finding that the appellant has come to this Court by special leave and so the only point which has been raised by Mr. Sanyal on behalf of the appellant is that the appro- priate Government under s. 2(a) 'is the Central Government and not the State Government of West Bengal. Before dealing with this point, it is necessary to refer to the relevant and material facts in regard to the work which is carried on by the workmen at the appellant's office. The appellant's office at Calcutta generally manages the work of the mines and looks after the sale of its mine products. The mining operations of the appellant are, however, carried on the State of Orissa under a lease executed in favour of the appellant by the said State. These operations relate to the work of chromite and manganese. The function of the Calcutta office is merely to exercise general control over the mining operations and look after the sale of the minerals produced in the said mines. It appears that the staff engaged in the Head Office at Calcutta can be transferred to the office in Orissa where the mines are situated. For the purpose of exercising direct supervisory control over the mining operations, the appellant employs staff at the site of the mines. Mr. Sanyal contends that the Head Office of the appellant at Calcutta being an integral part of the mine, any industrial dispute between the said Office and its employees is an industrial dispute concerning a mine under s. 2(a)(i), and so the appropriate Government must be the Central Government and not the State Government.

Section 2(a) (i) provides, inter aila, that unless there is anything repugnant in the subject or context," appropriate Government" means in relation to an industrial dispute concerning a mine the Central Government. The question which arises for our decision is whether the present dispute can he mid to be an industrial dispute concerning a' mine. Mr. Sanyal's Argument is that the word "industry" is wide enough to include the Head Office of a mining company, though it. may be, situated away from the place where the mining operations are actually carried on; and it is in the light of the said definition of the word. "industry" contained in a. 2(j) that the words ",in relation, to a mine" must be construed. An "industrial dispute" under s. 2(k) means inter alia any dispute between employers and workmen and the expression "workman' means any person employed in any industry to do any skilled or unskilled work of. the type described by section 2 (a). Therefore, the words ,,industrial dispute" used in a. 2 a)(i) necessarily take us to the definition of the word ,industry" in s. 2(j) because an industrial dispute takes us to the definition of the workman and the definition of a workman inevitably brings in the definition of .,industry" in a. 2(j). That is how in construing the clause "an industrial dispute concerning a mine" we cannot avoid brining in the wide definition of the word "industry" in a. 2 (j) and in the light of the said definition, a mine must mean the industry of mining and that would include the Head Office which exercises general supervision over the mining operations of a company though it may be situated far away from the place' where the raid operations are conducted. That, in brief, is the argument urged in support of the appeal.

on the other hand, if we look at the definition in s.2(a)(i), it would be noticed that where it was intended to refer to an industry as such, the definition uses the word industry as for instance, it refers to industrial dispute concerning only such controlled industry as may be specified in this behalf by the Central Government, whereas in referring to the dispute in regard to a mine the definition does not refer to an industrial dispute concerning a mining industry but it merely says an industrial dispute concerning a mine. In the context, a mine is referred to just as a banking or an insurance company is referred to or an oil-field or a major port is referred. Therefore, in construing the words ",an industrial dispute" in relation to a mine, we must first deter. mine what a mine means and 'this must be done without reference to the broad definition of industry prescribed by section 2(j).

In the absence of any definition of the word ",mine" in. the Act, we may take into account the dictionary meaning as excavation in earth for metal, coal, salt etc. The mines Act ('I 5 of 1952) also contains a definition of "'mine" in s. 2(j). The said definition shows, inter alia, that, a "mine" means any excavation where any operation for the purpose of searching for or obtaining minerals has been or is being carried on. It. is significant that the definition of mine under s.2(j) excludes an office of a mine which is separately defined by s.2(k) as meaning an office at the surface of the mine concerned so that there is no doubt that the office of the mine, though it may be situated at the surface of the mine itself, is not within the definition of mine. This position is further clarified when we consider the definition of the person employed in a mine which is prescribed by s. 2(h). A person is said to be employed in a mine who works under appointment by or with the knowledge of the manager, whether for wages or not, in any mining operation, or in cleaning or oiling any part of any machinery used in or about the mine, or in any other kind of work whatsoever incidental to, or connected with, mining operations. It is obvious that the persons employed in the Head Office wherever it may be situated cannot be said to do the mining operation within the first part of the

definition. In our opinion, they cannot be, said to be ordinarily engaged in any other kind of work which is incidental to or connected with mining operations either. The work which is incidental to or connected with mining operations must have some connection with or relation to the mining operations themselves. The work that is carried on in the Head Office which consists principally of the sale operations really begins after the minerals are ready and all operations incidental to or connected with them are over. This position is not disputed. Therefore, there can be no doubt that under the Mines Act, office of the mine, though situated at the surface of the mine, is not necessarily a mine and the employees in the said office cannot necessarily be said to be persons employed in a mine and so, the regulatory provisions of the Mines Act would not necessarily apply to the office and would not govern the conditions of service of the employees in the said office. It is in the light of the dictionary meaning of the word "mine" or in the light of the definition of the word 'mine" contained in the Mines Act that we have to decide what an industrial dispute concerning a mine means under s.2(a)(i). Judged in that way, their can be no difficulty in holding that an industrial dispute between the employees engaged in the Head Office at Calcutta and the employer is not an industrial dispute concerning a mine. The lead Office is not a mine and so, an industrial dispute raised by the employees engaged in the Head Office is not an industrial dispute concerning a mine.

It is, however, urged by Mr. Sanyal on behalf of the appellant that a mining lease under the Mines and Minerals (Regulation and Development) Act (53 of 1948) means a lease granted for the purpose of searching for, winning, working, getting making merchantable, carrying away or disposing of minerals or for purposes connected therewith, and includes an exploring or a prospecting license. This Act has been substantially amended in 1957. But for the purpose of the argument urged on the definition of the 'mining lease" contained in s.(d), it is not necessary to refer to the subsequent amendments made in the Act or in the said definition itself. The argument is that a mining case contains a provision which enables the lessee to carry away or dispose of the minerals and so, the process of disposal of the minerals being covered by the mining lease must be held to be integrally connected with the mining operations and since sales of minerals are looked after in the Head Office, the Head Office itself is a part of the mine. In our opinion, there is no substance in this argument. The purpose of granting a mining lease obviously is to enable the lessee to search for and win minerals and, make them merchantable. The said purpose must necessarily include the right of the lessee to carry away the minerals and to dispose of them in the market. But the rights conferred on the lessee under a mining lease can have no direct bearing on the question of the construction of s. 2(a)with which we are concerned. As we have already pointed out, in the absence of a definition of the word ,,mine" in the Act itself, we have to take either the dictionary meaning of the word or the definition of the word "mine" in the Mines Act. The rights conferred on the lessee in whose favour a mining lease is executed can be of no assistance in interpreting the word 'mine" in section 2(a)(i). Therefore, we are satisfied that the Tribunal was right in holding that the present dispute between the appellant and its employees at its Head Office at Calcutta is not a dispute in relation to a mine.

On general considerations also, the conclusion of the Tribunal appears to be right. The Central Government would be interested in industrial disputes in relation to a mine and so, in regard to such disputes, the Central Government is made the appropriate Government by s.(2)(a). In this connection, it would not be unreasonable to assume that the Central Government would be interested in industrial disputes relating to mines as defined by the mines Act. The relevant provisions of the

mines Act are intended to regulate labour in mines and as the scheme of the Act shows, several provisions have been made by the Act for the health and safety of the persons working in the mines and provisions have also been made for hours and limitation of employment in that-behalf. If the scheme of the Act shows that office of the mine is outside the purview of the Act and the employees engaged in the office would, therefore, not ordinarily be governed by the major provisions of the Act, it would not be unreasonable to hold that an industrial dispute between such employees of the office of the mine and the employer is not a dispute in which the Central Government would be interested. It may be that some of the work done in the office of the mine situated at the surface of the mine may be incidental to or connected with the mining operations, as, e.g., keeping muster roll of workmen or payment register maintained for them. Clerks engaged in such type of work may, be said to be persons employed in a mine; but the work in the Head Office with which we are directly concerned in this appeal is wholly unconnected with mining operations. All industrial disputes which are outside a. 2(a)(i) are the concern of the State Government under section 2(a)(ii); in other words, the general rule is that an industrial dispute &rising between a employer and his employees would be referred for indication by the State Government, except in cases falling under section 2(a)(i); and so it is the extent of one of the exceptions mentioned in s. 2(a) (i) that we have to determine in the present case. In determining the extent of the said exception, it would not be irrelevant to bear in mind the scope of the provisions of the Mines Act itself. That it; why we think the fact that an office of a mine is outside the definition of a mine is of some assistance in interpreting the word ",'mine" under section 2(a)(i).

We must, therefore, hold that the Tribunal was right in coming to the conclusion that the reference by the State Government of West Bengal in the present case was valid. The appeal accordingly fails and is dismissed with costs. Appeal dismissed.