GAHC010019942016

THE GAUHATI HIGH COURT
(HIGH COURT OF ASSAM, NAGALAND, MIZORAM AND ARUNACHAL PRADESH)

Case No. : WP(C)/4064/2016

ASSAM CARBON WORKERS and EMPLOYEES UNION
A REGD. TRADE UNION UNDER THE TRADE UNION ACT, 1926, REGD. NO. 583/1965 REP. BY ITS PRESIDENT HAVING ITS HEAD OFFICE AT BIRKUCHI, GHY-26, DIST- KAMRUP, ASSAM

VERSUS

THE MANAGEMENT OF ASSAM CARBON PRODUCTS LTD.
BIRKUCHI, GHY-26

B E F O R E
HON'BLE MR. JUSTICE SANJAY KUMAR MEDHI

Advocates for the petitioner : Shri A Dasgupta, Sr. Adv.

Ms. B. Das, Adv.

Advocates for the respondents : Shri P.K. Tiwari, Sr. Adv.

Shri K. Kalita, Adv.

Date of hearing : **06.03.2024**

Date of Judgment : **01.04.2024**

JUDGMENT & ORDER

The legality and validity of an Award dated 26.06.2014 passed by the learned Labour Court, Guwahati in Ref. Case No. 14/2008 is the subject matter of challenge in this petition filed under Article 226 of the Constitution of India by the Workers and Employees Union. By the aforesaid Award, the issue referred to the learned Labour Court has been decided in favour of the Management and against the workmen by holding that the workmen are not entitled to wages for the period of strike from 27.11.2007 to 29.11.2007 and for the period of lock-out from 29.11.2007 to 24.07.2008.

2. Before going to the issue which has arisen for determination, the facts of the case, as projected in the writ petition, may be narrated briefly.

3. The appropriate Government had made a reference to the learned Labour Court, Guwahati under Section 10 of the Industrial Disputes Act, 1947 (hereinafter the ID Act) on the following issue:

> "Whether wages for the period of no work during strike / lock-out is admissible to the workmen."

The issue was however modified on an application made by the petitioner vide a corrigendum dated 07.03.2009 and the modified issue reads as follows:

> "Whether the workmen are entitled for wages during the period of strike from 27th November, 2007 to 29th November, 2007 and for the period of lock-out from 29th November, 2007 to 24th July, 2008."

4. The contesting parties had filed their respective written statements and

additional written statements.

5. From the pleadings, it appears that the unit namely, Assam Carbon Products Ltd. was established in the year 1963. However, with the emerging change, in the year 2007, there was a decision to engage contract labours which was opposed to by the Workers Union. The matter had to be intervened by the Assistant Labour Commissioner. As per the Management, the production target was required to be increased from time to time as per the capacity of the machines. On the other hand, the Union had demanded for filling up of the retirement vacancies which however, was not done. As per the Management, the workload of the workers was less than the norms set up by the National Productivity Council (NPC) and therefore, the Management had insisted the workers for increase of the workload and the same was also linked with the bonus to be paid to the workers. Accordingly, an agreement was entered into whereafter, the bonus were released to the workmen.

6. The engagement of contract labourers in certain sections by the Management was objected to by the Union and accordingly, on 23.11.2007, the Union held an executive meeting resolving to protest forthwith if such attitude of the Management continues for engagement of contract labourers other than in the kiln area.

7. As the demands of the Union were not considered, agitation was started on 27.11.2007. The Union has contended that the Management had lodged false allegations before the authorities of resorting to strike leading to a conciliation proceeding under the aegis of the Labour cum Conciliation Officer. As per the Union, the conciliation proceeding was ignored and the Management had declared lock-out of the establishment on 29.11.2007. As per the Union, there was no notice of such lock-out and therefore, the same was illegal and

consequently, they demanded for full back wages for the period of lock-out.

8. On the other hand, the contention of the Management was that the Union was interfering in the *bona fide* decisions of the Management including recruitment of managerial staff and from July, 2007, the Union had adopted a "go slow" tactic and the duties were not performed properly which had adversely affected the production of the factory. In this regard, notices / communications were issued to the Union. It is contended that from 25.09.2007, there was complete breakdown of operations in the factory as the members of the Union resorted to violence and threatened the Management staff. The Management was compelled to report the same to the Noonmati Police Station, in spite of which the violent activities were not stopped by the workers.

9. As per the demand of the Union, a study was conducted by the NPC on the aspect of the production capacity of the machines at the factory which was done in the presence of the workmen and accordingly a Report was submitted. However, when the Report was sought to be implemented, disturbance was caused by the workmen including resorting to "go slow" tactic and finally a lightening illegal strike was declared from 27.11.2007 accompanied by unruly activities which, according to the Management is in violation of Section 23 of the ID Act. To salvage the situation, the Management was compelled to declare lock-out w.e.f. 29.11.2007. However, the said lock-out was withdrawn w.e.f. 25.07.2008 pursuant to a Tripartite Settlement dated 23.07.2008 amongst: (i) the Labour Commissioner cum Conciliation Officer; (ii) the Management and (iii) the Union. In the said settlement, it was agreed that with regard to wages for the period of strike and lock-out, the principles of "no work no pay" would apply.

10. The Management had adduced evidence by two (2) nos. of witnesses (MW), whereas the workmen had adduced evidence through one (1) witness

(WW).

11. The MW1, Shri Basanta Saikia in his deposition had stated that the workmen had adopted "go slow" tactic and had refused to perform. He had further deposed that on the demand of the workmen, a study on the capacity of the machines was done through the NPC which vide Report dated 04.08.2007 had given a finding that the machines were underutilized. He also stated that due to non-cooperation by the workmen, the Management was suffering loss. On the aspect of engagement of contract labour, he had deposed that the Management was registered under the Contract Labour (Regulation & Abolition) Act, 1970 and 50 such labourers were engaged on contractual basis by following the due process of law. However, this aspect was objected to by the Union by resorting to violence. It has further been stated that a memorandum of settlement was signed on 13.10.2007 between the Management and the Union which was proved as Exbt. 21. As per the said settlement, though there was an agreement to implement the Report of the NPC, the Union continued to cause obstructions. The letters issued by the Management and the one by the Assistant Labour Commissioner dated 21.11.2007 and 23.11.2007 were proved as Exbts. 24 & 25. The direction given by the Assistant Labour Commissioner to the workmen to refrain from illegal activities vide communication dated 23.11.2007 was proved as Exbt. 26. He had categorically stated that on 27.11.2007 at 9.45 AM strike was called by the Union. He has also referred to the communication dated 27.11.2007 by which the Labour Officer had directed the Union to call off the strike which however was not paid any heed to. On 28.11.2007, the Union was informed that in such event, the provisions of Section 23 of ID Act would be resorted to.

12. The MW1 had also stated that there was another Union of the Workmen

registered as Assam Carbon Staff and Workers Union which was affiliated to the Indian National Trade Union Congress (INTUC) and the said registration was proved as Exbt. 40.

13. The MW2 was Shri K.C. Joshi, the Assistant General Manager (Accounts) who had supported the version of MW1.

14. On the other hand, the sole witness of the Union namely, Govinda Kalita, who was the President of the Union had deposed as WW1. He has stated that the lock-out was declared during the conciliation proceedings and therefore, was illegal.

15. The learned Labour Court, upon consideration of the facts and circumstance and the materials on record including the evidence of the rival parties had however held that the workmen would not be entitled to the back wages for the period of strike and lock-out. It is the legality and correctness of the aforesaid Award dated 26.06.2014 which is the subject matter of challenge in this writ petition.

16. I have heard Shri A.K. Dasgupta, learned Senior Counsel, assisted by Ms. B. Das, learned counsel for the petitioner. I have also heard Shri P.K. Tiwari, learned Senior Counsel assisted by Shri K. Kalita, learned counsel for the respondent. The LCRs which have been transmitted to this Court have been carefully perused.

17. Shri Dasgupta, the learned Senior Counsel for the petitioner has formulated the following grounds of challenge:

i) In absence of specific materials, the conclusion of the learned Labour Court that the Union had resorted to strike is not sustainable and consequently, the declaration of lock-out

which is an admitted fact was liable to be held as illegal. As a corollary thereto, the issue ought to have been decided in favour of the Union.

ii) The declaration of the lock-out by the Management is *ex-facie* illegal as per Section 23 (a) of the ID Act inasmuch as a conciliation proceeding was pending and therefore, the impugned Award is liable to be interfered with.

iii) The Tripartite Settlement dated 23.07.2008 would not be binding upon the workmen inasmuch as the same was entered with a newly formed Union, whereas the present Union which is fighting for the workmen was an existing Union.

iv) Even if the Tripartite Settlement dated 23.07.2008 is held to be binding, Clause 4 of the same is clear that the issue referred would not come within the ambit of the said settlement.

v) As the issue referred was not clear, pleadings were to be referred to understand the real issue involved and the same is to be adjudicated and the same was not done in the present case.

18. Elaborating his submissions, Shri Dasgupta, the learned Senior Counsel contends that Exbts. 27, 28, 29, 30 & 32 can at best be regarded as agitation programme and cannot be termed as resorting to strike. By referring to Section 23 of the ID Act, it is submitted that the declaration of the lock-out is liable to be held as illegal inasmuch as the same was done during the pendency of a

conciliation proceeding. In this regard, it is contended that such conciliation proceeding was initiated vide the letter dated 27.11.2007 of the Labour Officer (Exbt. 29).

19. The learned Senior Counsel for the petitioner by referring to Section 23 (a) of the ID Act has submitted that there is a prohibition on the employer to declare a lock-out during the pendency of conciliation proceedings and in this case, such conciliation proceedings being initiated vide letter dated 27.11.2007 by the Labour Officer, declaration of such lock-out becomes illegal.

20. With regard to the Tripartite Settlement dated 23.07.2008 (Exbt. 42), the learned Senior Counsel for the petitioner has submitted that the same would not be binding upon the workmen inasmuch as the same was entered with a newly formed Union, namely, the Assam Carbon Staff and Workers Union whereas the present Union which is fighting for the workmen was an existing Union. It is submitted that the new Union was formed in collusion and connivance of the Management only to defeat the *bona fide* demands of the existing Union which was looking after the welfare of the workers. Even if the Tripartite Settlement dated 23.07.2008 is held to be binding under Section 18 of the ID Act, Clause 4 of the same is clear that the issue referred would not come within the ambit of the said settlement.

21. It is submitted on behalf of the petitioner that even if the Tripartite Agreement is held to be binding, Clause 4 envisages that the issue of strike / lock-out is to be adjudicated. He accordingly submits that the agreement itself had left the issue open to be adjudicated and therefore, the learned Labour

Court erred in deciding the issue against the workmen.

22. The learned Senior Counsel had submitted that when the issue referred is not clear, pleadings are to be referred to understand the real issue involved and the same is to be adjudicated which was not done in the present case. In this connection, reference has been made to Section 10 (4) of the ID Act which contemplates that the adjudication shall also be on incidental matters. Reliance has been placed upon the case of ***Delhi Cloth and General Mills Co. Ltd. vs. Workmen*** reported in ***AIR 1967 SC 469***. In the said case it was observed that pleadings of the parties are to be looked into to find out the exact nature of dispute as in most cases the order of reference is cryptic. Reliance is also placed upon a judgment and order dated ***18.02.2009*** of this Court in ***WP(C)/2601/2006*** [***Siba Prasad Bhattacherjee & Anr. vs. N.F. Railway & Anr.***]

23. The learned Senior Counsel for the petitioner accordingly submits that the impugned Award of the Labour Court is liable to be interfered with and the wages for the period in question be directed to be paid to the concerned workmen.

24. *Per contra*, Shri P.K. Tiwari, learned counsel for the respondent has submitted at the outset that the certiorari jurisdiction of this Court is limited only to examine the procedure adopted to come to the conclusion and it is the decision making process only which can be the subject matter of scrutiny. In the instant case, it is submitted that the conclusion arrived at by the learned Labour Court is based on materials on record and after appreciation of the evidence of

the rival parties. He submits that in absence of any grounds impugning such decision making process, the Award of the learned Labour Court is not liable to be interfered with.

25. Shri Tiwari, the learned Senior Counsel submits that it is not in dispute that the present demand regarding payment of back wages was conclusively settled by the Tripartite Settlement dated 23.07.2008. He submits that though the settlement is with another Union which however is of the same establishment, such settlement is binding on all the workmen as per Section 18 of the ID Act and therefore, cannot be re-opened. He clarifies that the so-called new Union came into existence much before the time of declaration of lock-out. With regard to the binding effect of the Tripartite Settlement under Section 18 of the ID Act, Shri Tiwari, the learned Senior Counsel relies upon the case of ***Barauni Refinery Pragatisheel Shramik Parishad vs. IOCL*** reported in ***(1991) 1 SCC 4***, the relevant portion of which is extracted herein below:

> *"8...*
>
> *It may be seen on a plain reading of subsections (1) and (3) of S. 18 that settlements are divided into two categories, namely, (i) those arrived at outside the conciliation proceedings and (ii) those arrived at in the course of conciliation proceedings. A settlement which belongs to the first category has limited application in that it merely binds the parties to the agreement but the settlement belonging to the second category has extended application since it is binding on all parties to the industrial dispute, to all others who were summoned to appear in the conciliation proceedings and to all persons employed in the establishment or part of the establishment, as the case may be, to which the dispute related on the date of the dispute and to all others who joined the establishment thereafter. Therefore, a settlement arrived at in the course of conciliation proceedings with a recognised majority union will be binding on all workmen of the establishment, even those who belong to the minority union which had objected to the same. To that extent it departs from the ordinary law of contract. The*

> *object obviously is to uphold the sanctity of settlements reached with the active assistance of the Conciliation Officer and to discourage an individual employee or a minority union from scuttling the settlement. There is an underlying assumption that a settlement reached with the help of the Conciliation Officer must be fair and reasonable and can, therefore, safely be made binding not only on the workmen belonging to the union signing the settlement but also on others. That is why a settlement arrived at in the course of conciliation proceedings is put on par with an award made by an adjudicatory authority. The High Court was, therefore, right in coming to the conclusion that the settlement dated 4th August, 1983 was binding on all the workmen of the Barauni Refinery including the members of Petroleum and Chemical Mazdoor Union."*

26. It is submitted by Shri Tiwari, the learned Senior Counsel that apart from Exhibits 27, 28, 29, 30 & 32 which establishes the factum of strike, the resolution of the Union dated 24.11.2007 which has been exhibited as Exbt.49 would *ex-facie* show that the said resolution was for stoppage of work forthwith. It is submitted that Section 24 (3) of the ID Act clearly stipulates that when the strike was illegal, the lock-out declared as a consequence thereof shall not be deemed to be illegal.

27. The rival submissions have been carefully examined and the materials including the original records of the learned Labour Court have been duly perused.

28. With regard to the first ground taken on behalf of the petitioner on the factum of the strike, this Court has noticed that Exhibits 27, 28, 29, 30 & 32 substantially establishes the factum of strike. Though a submission was made that resorting to agitation programme cannot *per se* be held to be resorting to strike, the materials on record would show otherwise. That apart, the resolution of the Union dated 24.11.2007 (Exbt. 49) would clearly establish the said factum of strike as the resolution was for stoppage of work forthwith.

29. With regard to the submission that the lock-out is illegal in view of pendency of a conciliation proceeding, this Court is of the opinion that it has been rightly held by the learned Labour Court that the letter dated 27.11.2007 (Exbt. 29) cannot be termed as initiation of a conciliation proceeding. With regard to the submission regarding application of Section 23(a) of the ID Act, this Court finds force in the contention made on behalf of the respondent that the said provision of law would not have any application. This Court has noticed that the letter dated 27.11.2007 (Exbt. 29) is merely a letter by the Labour Officer fixing a meeting on 30.11.2007. Section 20 of the ID Act stipulates that a conciliation proceeding shall be deemed to have commenced on the date on which a notice of strike or lock-out under Section 22 of the ID Act is received by the Conciliation Officer or on the date of the order referring the dispute to a Board. In the instant case, there is no situation when any such notice was issued. Shri Tiwari, the learned Senior Counsel also appears to be correct in contending that in any case Section 23(a) of the ID Act contemplates about a conciliation proceeding before a "Board". Section 2 (e) of the ID Act defines conciliation proceeding which can be held by a Conciliation Officer or Board and Section 2 (c) of the ID Act defines Board which means Board of Conciliation constituted under the Act. Section 5 of the ID Act is with regard to Boards of Conciliation and Section 5 (2) of the ID Act stipulates that a Board shall consist of a Chairman and two or four other members as the appropriate Government thinks fit. In the instant case, the communication dated 27.09.2007, is not issued by the Board but a Labour Officer and therefore even otherwise, the provisions of Section 23(a) of the ID Act would not be applicable. This Court has also noticed that unlike Section 23 of the Act, Section 22 which is in connection with prohibition of strikes and lock-outs in public utility service, the expression

used in Section 22 (1) (d) of the ID Act is Conciliation Officer juxtaposed the expression "Board" used in Section 23 (a) of the ID Act which deals with any Industrial Establishment.

30. As regards the allegation that the new Union was formed in connivance with the Management, this Court had noticed that such allegation is on the realm of speculation and there are no materials to substantiate the same. The records also reveal that the new Union is affiliated to the INTUC, the parent body which was constituted in the year of independence itself.

31. With regard to the submission on the binding effect of Tripartite Settlement dated 23.07.2008, the provision of the ID Act, 1947, namely; Section 18 is very clear on this aspect. For ready reference, Section 18 is extracted herein below:

> "*18. Persons on whom settlements and awards are binding. [(1) A settlement arrived at by agreement between the employer and workman otherwise than in the course of conciliation proceeding shall be binding on the parties to the agreement.*
>
> *(2) …*
>
> *(3) A settlement arrived at in the course of conciliation proceedings under this Act or an arbitration award in a case where a notification has been issued under sub-section (3A) of section 10A] or 4 an award 5 of a Labour Court, Tribunal or National Tribunal which has become enforceable shall be binding on—*
>
> *(a) …*
>
> *(b) …*

(c) …

(d) where a party referred to in clause (a) or clause (b) is composed of workmen, all persons who were employed in the establishment or part of the establishment, as the case may be, to which the dispute relates on the date of the dispute and all persons who subsequently become employed in that establishment or part."

32. Section 18 (3) makes it clear that a settlement arrived at in the course of conciliation proceedings under the Act would be binding amongst others, on all persons who were employed in the establishment or part of the establishment on the date of the dispute and all persons who subsequently became employed in that establishment or part. Therefore, the submission made that the Tripartite Agreement with the new Union would not be binding upon the workmen cannot be countenanced.

33. To appreciate the submission made in connection with Clause 4 of the Tripartite Settlement dated 23.07.2008, it would be convenient if the said Clause is referred to which is extracted herein below:

"*(4) On Wages for alleged illegal Strike/Lock-out period: It was agreed that the principle of no work no pay would apply. However, the strike & Lock out is justified/unjustified/ legal or illegal being disputed between the parties, the matter was intended by them to be referred for further adjudication to the appropriate authorities."*

34. The aforesaid clause clearly stipulates that for the period of strike / lock-out, the principle of "no work no pay" would be applicable and only the legality of the aspect of strike / lock-out can be adjudicated. In the considered opinion

of this Court, the principal objective of the said clause is that for the period of strike / lock-out when admittedly there was no work done, the question of payment would not arise. The adjudication on the legality of this strike / lock-out cannot re-open the issue of payment of back wages which was one of the specific terms of agreement under the Tripartite Settlement.

35. Much emphasis have been laid that to appreciate the issue referred, a Labour Court is required to examine the pleadings and in this connection reference to Section 10 (4) has been made which uses the expression "matters incidental thereto".

36. To appreciate the aforesaid contention, Section 10 (4) is extracted herein below:

> "*10 (4) Where in an order referring an industrial dispute to a Labour Court, Tribunal or National Tribunal under this section or in a subsequent order, the appropriate Government has specified the points of dispute for adjudication, the Labour Court or the Tribunal or the National Tribunal, as the case may be, shall confine its adjudication to those points and matters incidental thereto."*

The provision, as a whole is required to be considered and the principal provision is requiring the Labour Court or the Tribunal to confine its adjudication to those points and the second part on the aspect of incidental matters is supplementary. It is trite law that a Labour Court or Tribunal cannot traverse beyond the scope of the reference. Though incidental matters are covered by

this provision, in the instant case the aforesaid provision would not have any application at all.

37. The Hon'ble Supreme Court in the case of ***Oshiar Prasad v. Sudamdih Coal Washery*** *reported in* ***(2015) 4 SCC 71*** *was considering the aspect of the scope of reference by a Labour Court / Industrial Tribunal under Section 10 (4) of the ID Act. After discussing the earlier judgments rendered in the cases of* ***DCM*** *(supra),* ***Pottery Mazdoor Panchayat*** **vs.** ***Perfect Pottery Co. Ltd.*** reported in ***(1979) 3 SCC 762*** and a number of other cases has laid down as follows:

> "*22. It is thus clear that the appropriate Government is empowered to make a reference under Section 10 of the Act only when "industrial dispute exists" or "is apprehended between the parties". Similarly, it is also clear that the Tribunal while answering the reference has to confine its inquiry to the question(s) referred and has no jurisdiction to travel beyond the question(s) or/and the terms of the reference while answering the reference. A fortiori, no inquiry can be made on those questions, which are not specifically referred to the Tribunal while answering the reference."*

38. This Court had noticed that while making the reference on 10.09.2008, the issue was on the following terms:

> "Whether wages for the period of no work during strike / lock-out is admissible to the workmen."

Subsequently, on an application made by the Union, a corrigendum dated 07.03.2009 was issued with a modified issue which reads as follows:

> "*Whether the Workmen are entitled to wages for the period of strike from 27.11.2007 to 29.11.2007 and for the period of lockout from 29.11.2007*

to 24.07.2008."

39. There was no challenge whatsoever on the terms of the reference both in its substance or the expressions used therein and the modified issue was in fact framed by way of the corrigendum on an application made by the Union. Therefore, the submission made on behalf of the petitioner that the issue was not clear is both factually and legally untenable. This Court has also noticed that the modified issue presupposes that the lockdown was declared after the period of strike. When the provisions of the Act pertaining to strike are clearly violated, the strike has to be declared illegal in which case, Section 24 (3) would come into operation.

40. There is absolutely no dispute to the proposition of law in the case of DCM (supra) and ***Siba Prasad Bhattacharjee*** (supra) with regard to the requirement to examine the pleadings to find the exact nature of dispute. However, the Hon'ble Supreme Court has made it clear that such an exercise may be required when the order of reference is cryptic that it is impossible to cull out regarding the points on which the parties are at variance. In the case of ***Siba Prasad*** (surpa), this Court has clearly laid down that under Section 10 of the Act, jurisdiction has to be exercised to adjudicate the question referred to it and in the normal and ordinary course cannot embark on scrutiny of questions not referred and only in a given case some incidental question may be gone into. The relevant extract of ***Siba Prasad*** (supra) is as follows:

> "*12. …There cannot be any manner of doubt that the Industrial Adjudicator while exercising its Jurisdiction In terms of Section 10 of the Act has to necessarily adjudicate the question referred to it*

> *and in the normal and ordinary course cannot embark on scrutiny of questions not referred to it. This is the essence of a referred jurisdiction which the Industrial Adjudicator exercises under Section 10 of the Act. However, It may so happen that in a given case to answer the dispute that has been referred, Incidental or ancillary questions may to be gone Into…"*

In the respectful opinion of this Court, no incidental issue appears to have arisen with the facts and circumstances of the instant case.

41. It is a settled law that a Labour Court is a Court of facts wherein a conclusion is arrived at after consideration of the rival contentions and the evidence on record and unless such conclusion is *prima facie* demonstrated to be perverse or wholly unreasonable, this Court in exercise of powers under Article 226 of the Constitution of India would not interfere with such findings. In this connection, it would be gainful if the observations of the Hon'ble Supreme Court in the case of ***Calcutta Port Shramik Union vs. The Calcutta River Transport Association and Ors.*** reported in ***AIR 1988 SC 2168*** is referred to, the relevant portion of which is extracted herein below:

> "*10. The object of enacting the Industrial Disputes Act 1947 and of making provision therein to refer disputes to tribunals for settlement is to bring about industrial peace. Whenever a reference is made by a Government to an industrial tribunal it has to be presumed ordinarily that there is a genuine industrial dispute between the parties which requires to be resolved by adjudication. In all such cases an attempt should be made by Courts exercising powers of judicial review to sustain as far as possible the awards made by industrial tribunals instead of picking holes here and there in the awards on trivial points and ultimately frustrating the entire adjudication process before the tribunals by strking down awards on hyper-technical grounds. Unfortunately the orders of the single Judge and of the Division Bench have resulted in such frustration and have made the award fruitless on an untenable basis."*

42. In view of the aforesaid discussion, this Court is of the unhesitant opinion

that the impugned Award dated 26.06.2014 passed by the learned Labour Court, Guwahati in Case No. 03/2014 does not require any interference and accordingly this writ petition stands dismissed.

43. No order as to cost.

44. LCR be sent back.

JUDGE

Comparing Assistant