

Textile Labour Association, Bhadra Ahmedabad

Vs

Ahmedabad Mill Owners Association, Ahmedabad

Baldeobhai Maganlal and Others

Vs

Aryodaya Spinning Mills Co. Ltd., Ahmedabad

Civil Appeals Nos. 1605 and 1606 of 1966

(CJI M. Hidayatullah, V. Ramaswami-I, G.K. Mitter JJ)

10.10.1969

JUDGMENT

HIDAYATULLAH, C.J. -

1. On September 19, 1969 the Textile Labour Association, Ahmedabad and the Ahmedabad Mill-owners 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 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 of 1966. Under Section 27-A of the Bombay Industrial Relations Act, it is provided that except as provided in Sections 32 and 33, no employee shall be allowed to appear or act in any proceedings under the Act except through the representative of the employees. The expression 'Representative of employees' is defined in Section 30 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 in the representative Union for such industry. Mr. Gokhale appearing on behalf of the 13 persons who are not accepting the compromise and who wish to press Civil Appeal No. 1606 of 1966, admits that the Textile Labour Association is the representative Union for his industry. He contends, however, that his clients can press their claim in spite of the compromise entered into by the representative union of the industry and he relies upon the provisions of Section 32 and 33 of the Act which are excepted from the operation of Section 27-A. Reading these two sections, we find that it is quite clearly stated in the provisos to the two sections that no individual is allowed to appeal in any proceeding in which the representative Union has appeared as the representative of the employees. It is not necessary to quote the two sections. Each of them contains an identical proviso, i.e., the character of the representative Union and the binding force of any agreement or action taken by the representative Union. In this case the Textile Labour Association has appeared before us and therefore we are of opinion that the

provision to Section 32 and 33 do not entitle any 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 order 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.

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