
(2008) 03 BOM CK 0102

In the Bombay High Court

Case No : Writ Petition No. 675 of 2007 with W.P. No's. 1038 of 2007

Balasaheb Rangnath Navale

APPELLANT

Vs

Bharat Forge Limited

RESPONDENT

Date of Decision : 13-03-2008

Acts Referred:

Citation : (2008) 117 FLR 589 : (2008) 3 LLJ 280

Hon'ble Judges : R.M. Savant, J

Bench : Single Bench

Advocate : G.V. Wani, for the Appellant; R.V. Ghuge, for the Respondent

Final Decision : Dismissed

Judgement

R.M. Savant, J.—These petitions take exception to the Common judgment and Order dated April 26, 2006 passed by the learned Member, Industrial Court, Jalgaon, by which Complaint (ULP) No. 104 of 2002 to 120 of 2002 were dismissed. The said complaints were filed by about 17 workers of the respondent Company working at Jalgaon. Amongst these 17 workers, 7 have filed the above petitions.

2. The respondent company had three units, one at Mundhawa, Pune, one at Satara and one at Jalgaon. The petitioners were working in various capacities since the year 1987 or thereabout in the Jalgaon Plant. On account of the Jalgaon plant becoming financially not viable, the respondent company intended to close down the said plant and issued a notice of closure on February 11, 2001. The petitioners by their letter dated March 11, 2001 immediately approached the respondent company and applied for V.R.S., which had been floated by the respondent company. The applications of the petitioners were accepted by the respondent company and the same was communicated to the petitioners by letter dated March 12, 2001 and they were paid lump-sum amount of Rs. 1,75,000/- each. The said amounts were accepted by the petitioners as also relieving orders issued by the respondent company.

3. The workers amongst whom were the petitioners, somewhere in March, 2002 filed the said Complaint (ULP)'s No. 104 of 2002 to 120 of 2002 invoking Item-9 and 10 of Schedule IV of the MRTU & PULP Act, 1971. The sum and substance of the case of the petitioners in the said Complaints was that by the said closure the services of the petitioners have been illegally terminated. It was further the case of the petitioners that there is functional integrality in between three units of the respondent company and that the petitioners could have been accommodated in one of the other two units of the respondent company. The said Complaints were opposed by the respondent company by filing its Written Statement. After taking the preliminary objection as regards the maintainability of the Complaints under Item-9 and 10 of Schedule IV of the said Act, the respondent company has contended that the said Complaints were not maintainable in view of the fact that the petitioners had availed of the V.R.S. and therefore the relationship of employer and employee had come to an end. The respondent company denied that there was functional integrality between the three units. It was contended that the petitioners of their own volition, vide their applications dated March 11, 2001 had requested for being given the benefits of the V.R.S., which the respondent company had accepted by letter dated March 12, 2001 and having accepted the V.R.S. the Complaints filed by them, were not maintainable.

4. The said Complaints were tried by the learned Member, Industrial Court, Jalgaon and by the impugned judgment and order dated April 26, 2006, dismissed all the Complaints. The Industrial Court did not accept the case of the petitioners that they were forced to accept the V.R.S. The Industrial Court on the basis of the documents which were on record, inter alia came to a conclusion that the petitioners had voluntarily applied for the said V.R.S. and the same was sanctioned by the respondent company and the petitioners were paid an amount of Rs. 1,75,000/- each, which they have already accepted. Insofar as functional integrality is concerned, the Industrial Court observed that beyond stating that the said units are functionally integral, no corroborative evidence was produced by the petitioners in support of their said case.

5. The Industrial Court on the basis of the material on record placed by the respondent company, came to a conclusion that all the three establishments are separate and independent legal entities and even settlements and agreements arrived between the unions concerned and the Managements are also independent one's. The Industrial Court, therefore, came to a conclusion that no reliefs could be granted to the petitioners in the said Complaints and therefore dismissed the said Complaints.

6. It is contended on behalf of the petitioners that oral evidence adduced by the petitioners in support of their case that they were forced to accept the V.R.S. has not been considered by the Industrial Court. It is further contended that the evidence of the petitioners that they were represented that they would be accommodated in the other units of the respondent company, has also not been considered. It is, therefore, submitted on behalf, of the petitioners that the

Industrial Court has merely brushed aside the contentions raised in that regard and dismissed the Complaints. On the other hand, it is contended by the learned Counsel for the respondent company that the rebuttal evidence was adduced on behalf of the respondent company and the case of the petitioners in the oral evidence that they were represented that they would be accommodated in some other units, has been specifically denied.

7. The learned Counsel for the respondent company submitted that having accepted the V.R.S. and having enjoyed the benefits thereunder, it was not open for the petitioners to file the said Complaints. The learned Counsel for the respondent company relies upon the judgment of the Apex Court in the matter of A.K. Bindal and Another Vs. Union of India (UOI) and Others, , wherein the Apex Court has enunciated the principles underlying a V.R.S. The Apex Court has observed that:

The amount is paid not for doing any work or rendering any service. It is paid in lieu of the employee himself leaving the services of the company or the industrial establishment and forgoing all his claims or rights in the same. It is a package deal of give and take. That is why in business world it is known as "Golden Handshake". The main purpose of paying this amount is to bring about a complete cessation of the jural relationship between the employer and the employee after the amount is paid and the employee ceases to be under the employment of the company or the undertaking, he leaves with all his rights and there is no question of his again agitating for any kind of his past rights, with his erstwhile employer including making any claim with regard to enhancement of pay scale for an earlier period. If the employee is still permitted to raise a grievance regarding enhancement of pay scale from a retrospective date, even after he has opted for Voluntary Retirement Scheme and has accepted the amount paid to him, the whole purpose of introducing the Scheme would be totally frustrated.

8. The learned Counsel for the respondent company also relies upon the judgment of the learned single Judge of this Court in the matter of WMI Cranes Limited and Anr. v. Kush Sitaram Chavan 2007 I CLR 1020, wherein a learned single Judge of this Court has held that the respondents in the said case having accepted the V.R.S., the employer employee relationship has ceased and as such the Complaint was not maintainable.

9. In view of the principles underlying the V.R.S. as enunciated by the Apex Court in the judgment cited supra and the petitioners having accepted the said Scheme without demur and considering the reasons cited by the learned Industrial Court which are principally based on the acceptance of the V.R.S. by the petitioners, in my view, no fault can be found with the impugned order of the Industrial Court. In that view of the matter, no case for interference is made out. The writ petitions are accordingly dismissed.