

(1999) 10 MAD CK 0064

In the Madras High Court

Case No : Writ Petition No"s. 18602 and others and W.M.P. No"s. 28245 and others

East India Ceramics and Others

APPELLANT

Vs

Labour Officer (Conciliation) and Another

RESPONDENT

Date of Decision : 15-10-1999

Acts Referred:

Industrial Disputes Act, 1947 — Section 10(1), 12, 19(2)

Citation : (2000) 3 LLJ 1392

Hon'ble Judges : E. Padmanabhan, J

Bench : Single Bench

Final Decision : Dismissed

Judgement

E. Padmanabhan, J.—In W.P. No. 18602 of 1998, the petitioner East India Ceramics, prays for the issue of writ of prohibition prohibiting the first respondent from proceeding further with the conciliation proceedings in regard to the charter of demands, dated October 30, 1998, submitted by the second respondent-union.

2. In W.P. No. 1603 of 1998, the petitioner Ramakrishna Clay Products prays for the issue of writ of prohibition prohibiting the first respondent from proceeding further with the conciliation proceedings in regard to the charter of demands, dated October 30, 1998, submitted by the second respondent-union.

3. In W.P. No. 18604 of 1998, the petitioner Otteri Grogs prays for the issue of writ of prohibition prohibiting the first respondent from proceeding further with the conciliation proceedings in regard to the charter of demands, dated October 30, 1998, submitted by the second respondent-union.

4. In W.P. No. 18612 of 1998, the petitioner Pamini Ceramics prays for the issue of writ of prohibition prohibiting the first respondent from proceeding further with the conciliation proceedings in regard to the charter of demands, dated October 30, 1998, submitted by the second respondent-union.

5. The first respondent is the Labour Officer (Conciliation) Vellore, in all the writ petitions. The second respondent is Vellore Ceramics General Workers Union in all the four writ petitions.

6. As the relief sought for are identical, all the writ petitions are consolidated and taken up together. With the consent of counsel for either side, the writ petitions are taken up for final disposal.

7. Heard Sri S. Venkataraman, learned counsel appearing for the writ-petitioner and Sri M.Bhaskar for the second respondent and Sri A. Paramasivam, Government advocate appearing for the first respondent. It would be sufficient to refer to the material facts in respect of one of the writ petitions as the contentions raised are identical in all the four writ petitions.

8. According to the writ-petitioner/ management the workman employed in the respective establishments negotiated and entered into a settlement with respect to their demands from, time to time. The last of the settlements was concluded between the above workmen and the petitioner/management on August 25, 1997, by a charter of demands and the settlement was concluded u/s 18(1) of the Industrial Disputes Act, 1947.

9. By the said settlement the workmen were given not only increase in wages but were given various allowances as well. It is the further case of the writ-petitioners that in the said settlement it was specifically agreed that the settlement will be in force between April 1 and March 31, 2000 and during the currency of the said settlement, the workmen will not raise any issue involving financial implications either directly or indirectly.

10. According to the writ-petitioner, the second respondent-union which came to be formed recently forwarded a charter of demands, dated October 30, 1998, to the first respondent with respect to:

- (1) Bonus for the year 1997-98.
- (2) Basic wages, dearness allowance, house rent allowance, and other issues.
- (3) Regularising the service of the daily workers.
- (4) Leftover bonus of the previous years.
- (5) Earned leave, medical leave and casual leave, etc.

11. The writ-petitioner apprised the second respondent trade union about the Bipartite Settlement concluded u/s 18(1) of the Industrial Disputes Act, which is valid till March 31, 2000 and the writ-petitioner informed that the demands raised by the union will be considered at the appropriate time. In spite of the said discussion, the second respondent-union raised an issue with the first respondent and the first respondent has since issued notice of conciliation directing the petitioner to appear before him on December 7, 1998 for negotiations.

12. According to the writ-petitioner the demands of the second respondent and the action taken by the first respondent is without jurisdiction and warrants intervention of this Court at this stage itself. It is alleged that the second respondent-union has close proximity with the ruling party in the State and hence the first respondent is bent upon proceeding with the conciliation. The petitioner contends that if the conciliation is to be proceeded by the first respondent, it would cause serious prejudice to the petitioner and the second respondent during the currency of the settlement cannot make a demand and the first respondent has no authority to conciliate.

13. It is being contended by Sri S. Venkataraman, learned counsel for the petitioner, that when there is a valid settlement entered into between the petitioner and workers u/s 18(1) of the Act, which is still subsisting and when the said subsisting conciliation is binding on all the workmen in terms of Section 19(2) of the Industrial Disputes Act no fresh demands involving any monetary claims shall be raised and the first respondent has neither the authority nor the jurisdiction to undertake conciliation u/s 12(1) of the Industrial Disputes Act and the demand for conciliation made by the second respondent and the conciliation notice issued by the first respondent is without jurisdiction and contrary to law.

14. While elaborating the said contentions, the learned counsel for the petitioner placed reliance on the decision of the Apex Court as well as this Court in support of his contentions.

15. Sri Bhaskar, learned counsel appearing for the second respondent, Trade Union contended that the writ of prohibition as prayed for is not maintainable and it is misconceived. The learned counsel for the second respondent also while referring to the common counter-affidavit filed by the second respondent pointed out that the workmen of the petitioner's factories entered into a settlement with their respective employees on August 25, 1997 u/s 18(1) of the Industrial Disputes Act. Those settlements according to the second respondent workmen are not convincing and satisfactory for the workmen and in fact the workmen were coerced and threatened to sign the settlements and taking advantage of their illiteracy and being villagers they were required to sign the settlement. The said settlement is void and unenforceable.

16. The learned counsel also referred to certain extraordinary situation with respect to the terms of the alleged settlement. The second respondent had made a charter of demands on October 30, 1998 to the first respondent. The first respondent also entertained the same and issued a notice of conciliation u/s 12(1) of the Industrial Disputes Act. It is pointed out by the second respondent that it is unsustainable to contend that the respondent has no jurisdiction to hold the conciliation proceedings into the charter of demands made by the second respondent.

17. The contention raised by the petitioner is untenable and there is no bar for the second respondent to come forward with a fresh demand and approach the

first respondent. Even assuming that the workmen were coerced and threatened to sign the settlement, it is a matter of evidence which has to be established before the appropriate authority or first respondent. It is well settled that once a statutory body initiated proceeding in a proper manner under the relevant Act, this Court will not issue a writ of prohibition. The contention that the first respondent has no jurisdiction is misconceived and untenable. The second respondent prayed for the dismissal of the writ petitions.

18. Concedingly, there is concluded settlement between the respective writ-petitioner/management and their respective workmen. The said settlement is valid up to March 31, 2000. A perusal of the settlement would show that in respect of various demands there had been a settlement and last of the settlement was entered on August 25, 1987 which would be valid upto March 31, 2000. The very settlement is being challenged by the second respondent in the counter-affidavit even though in the demands submitted before the first respondent no such allegation finds a place.

. 19. In the demand, dated October 30, 1998, the second respondent-union made five demands with respect to which the first respondent issued a notice of conciliation. It is clear from the demand, dated October 30, 1998, all the five demands were not the subject-matter of the current settlement. Demand No. 2 alone set out in the demand notice if at all is covered by the settlement, which is in force.

20. With respect to the balance of four demands there is no settlement at all and in the earlier settlement it has not been provided for. However, Sri Venkataraman points out that the management and workers have agreed that the workers will not make any further demand involving further financial burden and on that score it is sought to be contended that the remaining four demands also cannot be raised merely on the premises that there was no clause in the settlement regarding those four claims. This contention of Sri Venkataraman cannot be sustained.

21. Section 2(p) envisages two categories of settlement (1) settlement which is arrived at in the course of conciliation proceedings and (2) a written agreement between the employer and workmen arrived at otherwise in the course of conciliation proceedings. A settlement between the employer and the employee otherwise than in the course of conciliation proceedings is valid only when the provision under Rule 58 of the Industrial Disputes (Central) Rules, 1957 and Form-H have been complied with in every respect.

22. The settlement arrived at in the course of conciliation proceedings is binding not only on actual parties to the industrial dispute, but also the heirs, successors or assigns of the employer on the one hand and all the workmen in the establishment, present or future, on the other side. The claim based on settlement is not fundamental and cannot be enforced through writ jurisdiction.

23. Section 12 provides the duties of Conciliation Officers. Chapter IV of the

Industrial Disputes Act provides the duties, powers and procedures of Conciliation as well as Tribunals. Section 12 enables the Conciliation Officers to hold conciliation proceedings in the prescribed manner and the said Conciliation Officer has to investigate the dispute and all matters affecting the merits and the right settlement thereof. Sub-section (3) of Section 12 provides that if a settlement or dispute or of any of the matters in dispute is arrived at in the course of the conciliation proceedings, the conciliation officer shall send a report thereof to the appropriate Government together with a memorandum of the settlement signed by the parties to the dispute.

24. In case, if no such settlement is arrived at, the Conciliation Officer shall submit a full report setting forth the steps taken by him and the reasons on account of which the settlement could not be arrived at. Sub-section (5) of Section 12 provides that the appropriate Government, if satisfied that there is a case for referring the dispute to the Labour Court, Tribunal or National Tribunal it has to refer.

25. Sub-section (6) provides that a report u/s 12 shall be submitted within fourteen days of the commencement of the conciliation proceedings or within such shorter period as may be fixed by the appropriate Government.

26. Section 18 provides that the settlement arrived at by agreement between the employer and workman otherwise than in the course of conciliation proceedings shall be binding on the parties to the agreement. Sub-section (3) of Section 18 provides that a settlement is arrived at in course of conciliation proceedings under the Act shall be binding on all the parties to the industrial dispute; all other parties summoned to appear in the proceedings as parties to the dispute.

27. Section 19 of the Industrial Disputes Act provides for the period of operation of settlements and awards. Sub-section (2) of Section 19 provides that such settlement shall be binding for such period as is agreed upon by the parties, and if no such period is agreed upon, for a period of six months from the date on which the memorandum of settlement is signed by the parties to the dispute and shall continue to be binding on the parties after the expiry of the period aforesaid, until the expiry of two months from the date on which a notice in writing of an intention to terminate the settlement is given by one of the parties to the other party or parties to the settlement.

28. An appropriate Government may reduce the said period and fix such period as it thinks fit or also extend the period of operation by any period not exceeding one year at a time as it thinks fit but not exceeding three years from the date on which it came into operation in a given situation.

29. Sub-section (6) of Section 19 provides that notwithstanding the expiry of the period of operation under Sub-section(3), the award shall continue to be binding on the parties until a period of two months has elapsed from the date on which notice is given by any party bound by the award to the other party or parties intimating its intention to terminate the award.

30. It is well settled that there is no distinction between award and settlement from the point of view of their legal force. The terms of settlement continue to govern the relations between the parties after the notice of termination and the expiry of two months thereafter until the settlement is replaced by a valid contract or award between the parties.

31. In the present case a notice had already been issued by the second respondent-union u/s 19(2) of the Industrial Disputes Act. Sub-section(2) of Section 19 requires that a notice must be in writing and must convey the intention to terminate the settlement. The award or settlement cannot ordinarily be revised unless there is a change in the circumstances, on which it is based.

32. According to Sri Venkataraman no notice of demand and notice of termination of award can be given within the period of operation of the settlement. Mere service of charter of demand by union or employer participating in conciliation proceedings will not show that union has terminated previous award within Section 19(6) of the Act.

33. Reliance is placed on Sub-section(2) of Section 19 by Sri Venkataraman, in support of his contention that the settlement would continue to bind on the parties in spite of the expiry of the agreed period unless a notice of the intention to terminate the settlement has been given and a period of two months therefrom has expired.

34. It is further contended that the settlement operates for the period agreed upon between the parties and it should be so even if there is an award in terms thereof.

Sub-section(2) of Section 19 also provides that until the expiry of two months from the date on which a notice in writing of an intention to terminate the settlement is given by one of the parties to the other party or parties to the settlement shall be binding. This sub-section enables one of the parties to give a notice and terminate the settlement. Such a notice should convey the intention to terminate the settlement and notice also could very well be inferred from correspondences between the parties. Even if an agreement is for a fixed period it will not only continue to be binding for the duration of the period of settlement but thereafter also until it is terminated by a notice in writing.

35. It is also equally settled that a settlement entered into between the management and the workmen u/s 12(3) of the Act can be put an end to or terminated by either of the parties by following the procedure u/s 19(2).

36. In Shukla Manseta Industries Private Ltd. Vs. The Workmen Employed under it, , their Lordships of the Apex Court held that the notice of termination u/s 19(2) of the Industrial Disputes Act has to be issued provided the contractual or statutory period of settlement is not established or withheld. In this respect, the Apex Court held thus, in Shukla Manseta Industries Private Ltd. Vs. The Workmen Employed under it, :

"7. The object of the above provision u/s 19(2) is to ensure that once a settlement is arrived at there prevails peace, accord and cordiality between the parties during the period agreed upon and if the settlement does not require to be altered for some reason or the other the same climate prevails by extension of the settlement by operation of law. Section 19 is not a dead end freezing all manner of aspirations of labour or even, may be, sometimes, hardship suffered by the employer on account of a settlement. There is an option given to either party to terminate the settlement by a written intimation after the expiry of two months from the date of such notice. This is in accord with the policy of settlement of industrial disputes which is the principal object underlying the provisions of the Act".

37. Sri Venkataraman, learned counsel for the petitioner, also relied upon the Division Bench judgment of this Court in *The Management of Binny Ltd. (B and C Mills) Vs. The Govt. of Tamil Nadu and Others*, , *sriNIVASAN, J.*, as he then was speaking for the Division Bench after analysing the case-law held thus in *The Management of Binny Ltd. (B and C Mills) Vs. The Govt. of Tamil Nadu and Others*, :

"32. The bar to the reference of a dispute covered by a settlement is the direct result of the legal position that when a dispute between the workers and the employer is concluded by a settlement which binds them, no industrial dispute relating to any item covered by the settlement can come into existence or can be apprehended, which can be referred by the Government u/s 10 of the Act. It is only when a dispute exists or is apprehended that the question arises whether a reference should or should not be made. If during the period of operation of settlements fresh disputes should be raised with respect to the subject-matters covered by such settlements, the purpose of the Act to achieve peaceful and harmonious industrial relations by settlements will be completely foiled. The object of Sections 18 and 19 of the Act is to achieve industrial peace with regard to the subject-matter of the settlements for the duration of the settlement/agreement. Obviously, therefore, there is to be industrial peace, for the period contemplated, then the parties bound by a settlement cannot be allowed to raise an industrial dispute with regard to the matters covered by that settlement. That is why, the Supreme Court placed a settlement on par with an adjudication. Section 10(5) of the Act can come into play only when a reference is made u/s 10(1) of the Act. For the purpose of Section 10(1) of the Act, a dispute shall exist or is apprehended. A reference u/s 10(1) of the Act normally concerns an individual establishment or unit. But, nothing prevents the appropriate Government from making a common order of reference by which common disputes prevalent in various establishments engaged in the same business and their respective workmen are referred. Section 10(5) of the Act is an enabling provision under which the Government could include in a reference the establishments which are likely to be interested in or affected by the dispute already referred, even though there is no dispute or apprehension of a dispute in those establishments. Whereas u/s 10(1) the existence or apprehension of a

dispute, is sine qua non, it is not so u/s 10(5) of the Act. Even if there is dispute, there cannot be a reference u/s 10(1) of the Act, if there is a legal bar. The dispute does not cease to exist if the Government refused to make a reference. Hence, the mere existence of a dispute does not warrant a reference in all cases. As contended by learned counsel, a dispute comes into existence the moment a demand is made and refused. A combined reading of Sections 10(1), 10(1A), 10(5), 12, 18 and 19 of the Act makes it clear that they all form part of a single chain. Section 10(5) of the Act was introduced in the Act by Act XVIII of 1952. The Statement of objects and Reasons of the relevant Bill contains the following:

"Occasionally when disputes arise in the large majority of units of an industry, it becomes necessary to include in the adjudication even the few units which show no evidence of the existence of actual disputes but which, if left out, are sure to raise disputes of their own. Power is sought to be taken for such inclusion."

This shows that Section 10(5) of the Act was introduced to enable the Government to include in the adjudication such individual units in which disputes would definitely crop up if they are not governed by the adjudication relating to the units for which a reference has been made. In the case of units governed by subsisting and valid settlements, no dispute can be countenanced with respect to the subject-matter of such settlement.

38. Though Sri Venkataraman referred to the decision of the Bombay High Court in *Poona Mazdoor Sabha Vs. Dhutia G.K. and Another (Esco Ltd.)*, , it is not necessary as the very same division Bench judgment had been considered by sriNIVASAN, J., in *Binny case (supra)*.

39. It is clear that so long as a valid settlement is in force there could neither be a reference nor there could be a notice of termination. A valid settlement is the basic requirement. If there is no valid settlement, then the contention of Sri Venkataraman cannot be sustained. Whether the settlement is valid or invalid cannot be gone into in this writ petition and it requires to be decided at the appropriate stage by the competent authority.

40. Sri Baskar, learned counsel appearing for the second respondent, contended that a writ of prohibition is not maintainable besides contending that it is well open to the workmen, the second respondent-union to make a demand or go before the Conciliation Officer in respect of those demands which have not been the subject-matter of binding settlement.

41. As seen from the demand made by the second respondent excepting one out of the 5 demands, all other demands were not the subject matter of earlier settlement nor the earlier settlement covers those four demands. Thus even accepting the contention of Sri Venkataraman, the second respondent-union cannot be allowed to terminate the binding settlement. However, in respect of the four other demands in the earlier settlement there being no settlement, there is no bar at all and Conciliation Officer could proceed further in the matter.

42. It was further contended by Sri Baskar that it is only the conciliation notice and the petitioner in each of the writ petitions could very well raise their objections or raise the same contentions which the first respondent Conciliation Officer is competent to decide. There is substance in the contention raised by Sri Bhaskar, learned counsel appearing for the second respondent.

43. A writ of prohibition being a preventive remedy to render remedial remedy lies to the Court or the inferior Tribunal forbidding from continuing with the proceeding therein on the ground that the proceeding is without or in excess of jurisdiction or arbitrary to the statutory provision.

44. The writ of prohibition is prayed for against the Conciliation Officer from proceeding with the conciliation in terms of Section 12 of the Industrial Disputes Act. In respect of non-public utility service Section 10(1) of the Act makes it abundantly clear that it is the discretion of the Conciliation Officer to enter upon conciliation in regard to such dispute or not. Further a Conciliation Officer is not an adjudicating authority under the Act has been held by the Apex Court in *Jaswant Sugar Mills Ltd., Meerut Vs. Lakshmidhand and Others*, , nor the Conciliation Officer is a Court within the meaning of Section 195(l)(c) of the Code of Criminal Procedure.

45. The Conciliation Officer is not invested with the powers to adjudicate an industrial dispute, but he can try to persuade the parties to come to a fair and amicable settlement, besides he has to exercise his resourcefulness and power of persuasion to try to induce and persuade the parties to come to a fair and amicable settlement. The Conciliation Officer is not competent to decide the various points in issue between the opposing parties or adjudicate the dispute. The functions of the Conciliation Officer u/s 12 is not of either judicial or quasi-judicial nature. If it is to be held quasi-judicial Function, then in connection with whatever he does u/s 12 or other provisions of the Act or Rules, the formalities of a judicial trial would have to be observed. The duties, which the Conciliation Officer performs are only administrative and are purely incidental to industrial adjudication as has been held by the Apex Court in *Jaswant Sugar Mills, Ltd., Meerut v. Lakshmi Chand (supra)*.

46. The Conciliation Officer is not exercising judicial or quasi-judicial powers or authority nor he is a quasi-judicial or judicial authority, but he is a pure and simple administrative functionary. Even where a Conciliation Officer refused to take a dispute for conciliation after his being satisfied with the action of management in regard to the promotion in a particular case was bona fide his order could not be interfered with by the High Court in exercise of writ jurisdiction as has been held by the Division Bench of the Bombay High Court in *Paints Employees' Union (by general secretary) and Another Vs. Nail (M.D.) (Assistant Commissioner of Labour at Bombay) and Another*, .

47. Thus the Conciliation Officer namely, the first respondent not being quasi-judicial authority nor he exercises a judicial or quasi-judicial function, no

question of issue of prohibition prayed for would arise.

48. In *Calcutta Discount Company Limited Vs. Income Tax Officer, Companies District, I and Another*, the Apex Court while emphasising that writ of prohibition or certiorari will not issue against an executive authority however ordered that the High Court has powers to issue in a fit case and order prohibiting an executive authority from acting without jurisdiction. In that context it has been held thus:

"Sri. Sastri next pointed out that at the stage when the Income Tax Officer issued the notices he was not acting judicially or quasi-judicially and so a writ of certiorari or prohibition cannot issue. It is well-settled however that though the writ of prohibition or certiorari will not issue against an executive authority, the High Courts have power to issue in a fit case an order prohibiting an executive authority from acting without jurisdiction. Where such action of an executive authority acting without jurisdiction subjects or is likely to subject a person to lengthy proceedings and unnecessary harassment the High Courts, it is well settled, will issue appropriate orders or directions to prevent such consequences."

49. In addition to the said aspect it is to be pointed out that the first respondent Conciliation Officer merely holds a conciliation and sends a report or persuade the parties to arrive at some settlement and beyond that he has no power or authority to adjudicate.

50. The writ of prohibition will lie in cases as to matters which are judicial in nature. In *Govinda Menon Vs. Union of India (UOI)*, the Apex Court analysing the case after law held thus:-

The jurisdiction for grant of a writ of prohibition is primarily supervisory and the object of that writ is to restrain Courts or inferior Tribunals from exercising a jurisdiction which they do not possess at all or else to prevent them from exceeding the limits of their jurisdiction. In other words, the object is to confine Courts or Tribunals of inferior or limited jurisdiction within their inferior or limited jurisdiction within their bounds. It is well settled that the writ of prohibition lies not only for excess of jurisdiction or for absence of jurisdiction but the writ also lies in a case of departure from the rules of natural justice, (see *HALSBURY'S LAWS OF ENGLAND*, Third Edn., Vol. 117, Page. 114). It was held for instance by the Court of Appeal in *King v. North* 19271 KB 491, that as the order of the Judge of the Consistory Court of July 24, 1925 was made without his defence, the order was made without giving the vicar an opportunity of being heard in his defence, the order was made in violation of the principles of natural justice and was therefore, an order made without jurisdiction and the writ of prohibition ought to issue. But the writ does not lie to correct the course, practice or procedure of inferior tribunal, or a wrong decision on the merits of the proceedings. It is also well established that a writ of prohibition cannot be issued to a Court or an inferior Tribunal for an error of law unless the error makes it go outside its jurisdiction (See *Regina v. Comptroller General of Patents and Design*

1953 2 W.L.R. 760, and *Parisienne Basket Shoes Proprietary, Ltd. v. Whyte* 59 C.L.R. 369). A clear distinction must, therefore, be maintained between want of jurisdiction and the manner in which it is exercised. If there is want of jurisdiction then the matter is *coram nonjudice* and a writ of prohibition will lie to the Court or inferior Tribunal forbidding it to continue proceedings therein in excess of its jurisdiction."

51. The contention of Sri Venkataraman, learned counsel for the writ-petitioners that writ or prohibition has to be issued to the Labour Officer cannot also be countenanced as the said authority is not exercising a quasi-judicial or Judicial authority nor he decides any of the rights of the parties nor he enters an adjudication upon the claims, which may result in some consequences or liability being fastened. As such the petitioner is not entitled to the relief of prohibition prayed for. The writ of prohibition prayed for is a misconception.

52. The contention of Sri Venkataraman, learned counsel for the petitioner cannot be brushed aside in toto as already pointed out. One of the demands presently made is covered by the current settlement, which is in force and as such in respect of the said settlement there could be no conciliation nor there could be any demand for revocation or cancellation. But this objection has to be raised at the appropriate time.

53. To this limited extent, Sri Venkataraman, learned counsel is well justified in putting forward his contention. However, the first respondent Labour Officer being Conciliation Officer *simpliciter* having no authority to adjudicate or decide such being the factual position, merely because a notice of conciliation has been issued, it cannot be said that first respondent is acting without jurisdiction.

54. As the first respondent not being an adjudicating authority cannot also decide any of the claims. All the objections, which the petitioners have could very well be raised before the Conciliation Officer and it is for the Conciliation Officer to use best efforts to negotiate between the parties at least in respect of all the demands and try to persuade the parties to realise the situation and this would advance the industrial peace in the four establishments.

55. In the foregoing circumstances, while appreciating the contentions raised by Sri Venkataraman, all the writ petitions are dismissed and the petitioners are directed to raise objections in respect of such demand, which is the subject-matter of earlier settlements and point out that there cannot be any demand or a conciliation in respect of such demand which are covered by earlier settlement. It is needless to state that the first respondent has to take note of the objections while proceeding with the conciliation.

56. With the above observation, the writ petitions and the writ miscellaneous petitions are dismissed.