
(2001) 12 KAR CK 0044

In the Karnataka High Court

Case No : Writ Petition No's. 42641-680 of 2000 carried with 43871-872 of 2001

Karnataka ITDC Hotels Officers Association and Others

APPELLANT

Vs

India Tourism Development Corporation and Others

RESPONDENT

Date of Decision : 28-12-2001

Acts Referred:

Companies Act, 1956 — Section 391, 393.
Constitution of India, 1950 — Article 14, 16, 21

Citation : (2003) 115 CompCas 924 : (2002) 1 KCCR 82 SN : (2002) 2 LLJ
193 : (2004) 50 SCL 200

Hon'ble Judges : R. Gururajan, J

Bench : Single Bench

Advocate : D. Leelakrishnan, in W.P. Nos. 42641-680 of 2001 and V.S. Naik, in W.P. Nos. 43871-2 of 2001, for the Appellant; N.P. Soli J. Sorabjee, Attorney General, Ashok Harnahalli, Senior CGSC and P.S. Dinesh Kumar, CGSC for respondent Nos. 2 and 3 in W.P. Nos. 42641-680 of 2001, N.P. Soli J. Sorabjee, Attorney General for Ashok Harnahalli, P.S. Dinesh Kumar and Dhruv Mehta for respondent Nos. 2 and 3 in W.P. No. 43871-872 of 2001, K. Prabhakar Rao, for respondent Nos. 1, 4, 5, 7 and 8 in W.P. Nos. 42641-680 of 2001, S. Basavaraj and Girisagar for respondent No. 9 in W.P. Nos. 42641-680 of 2001 and Jayram, General, Bharuna Kholi and Arpitha Manajan for respondent No. 6 in W.P. Nos. 42641-680 of 2001, for the Respondent

Final Decision : Dismissed

Judgement

R. Gururajan, J.—I. A. II for amendment is allowed.

2. The petitioners Karnataka India Tourism Development Corporation Hotels Officers Association, N.M. Hari Rao, executive manager, and R. Armugham, assistant manager, are before this court seeking a writ to strike down the words "for a period of one year from the closing date" occurring in Sub-clause (iii) of Clause 9.4 of the agreement between respondents Nos. 1, 4 and 7 on the one hand, and respondents No. 5 and 9 on the other with respect to Hotel Ashok, Bangalore and Hotel Hassan Ashok, Hassan, which have been extracted by

respondent No. 1 in its letter dated November 16, 2001, vide annexure P after declaring the same as being wholly against public good, unconscionable, arbitrary, mala fide, capricious, discriminatory and contrary to Article 14 of the Constitution.

3. Writ Petitions Nos. 43871 and 872 of 2001 are filed by Hotel Ashok Employees Union a registered trade union seeking for same/similar prayers.

4. The petitioners state that ITDC Ltd., was established by the Government of India, Ministry of Tourism as an autonomous public sector corporation. The Government of India had 90 per cent. of the equity share capital of the Corporation. It is therefore a "Government company" u/s 617 of the Companies Act, 1956. Respondent No. 1 Corporation was entrusted with the task of helping develop infrastructure and promote India as a tourist destination. The Corporation as on today has 34 hotels, in 24 major destinations. Hotel Ashok at Bangalore and Hotel Hassan Ashok, come under this group. This has 120 restaurants.

5. Respondents Nos. 4 and 7 companies were promoted by respondent No. 1 company as shell companies to give effect to the restructuring/disinvestments of respondent No. 1 company pursuant to schemes of demerger. They have been incorporated as per provisions of the Companies Act. The petitioners have filed annexures A, B and C in this petition. Petitioner No. 1 Association is established for the benefit of the officers of the Corporation in Karnataka. The Disinvestment Commission appointed by the Government of India recommended disinvestment of respondent No. 1 Corporation. To facilitate the said decision, the Cabinet Committee on disinvestment of the Government of India decided to separate all the hotel properties owned by respondent No. 1 corporation into separate entities through a process of demerger. Necessary resolutions have been passed. Schemes have been filed at annexures E and F. The petitioners referred to certain clauses in their petition. Applications have been filed by the Corporation in terms of Sections 391 and 393 of the approved scheme of arrangement in respect of these shell companies and necessary approval has been granted by the said authority for giving effect to the scheme/arrangement/demerger/transfer of these hotels. The petitioner states that they expected that their interest would be adequately safeguarded in the event of transfer of these hotels to respondents Nos. 5 and 7. They also expected that occasion would be given to opt for ITDS to service and get posted to ITDC headquarters. The officers were not taken into confidence with regard to the terms and conditions. Their hopes developed a crack on account of 30 years renewable lease of Ashoka to respondent No. 6. Hotel Ashok at Hassan was sold to respondent No. 9 ; their interest was not protected. Representations have been made by the petitioner with regard to protecting their interest. With these averments they assail the decision as being arbitrary in terms of Articles 14, 16(i), 21 and 39(a) of the Constitution. They complain of no consent, no notice in paras. 15 and 16 of the grounds.

6. In the amended petition they question the subsequent-agreement in terms of annexure Q only in so far as Articles 13 and Clause 9.4 is concerned. They question these clauses also as violative of Articles 14, 16 and 21 of the Constitution. They once again reiterate the same grounds in different language for the purpose of striking down Article 13 and Clause 9.4 of the agreement. Article 13 is annexure Q and Clause 9.4 is annexure R.

7. In W. P. Nos. 43871-872 of 2001 the petitioner also reiterated the same facts and they also question these clauses as violative of Articles 14 and 16 of the Constitution. They also say that an option ought to have been given to them. They also say that the shareholders meeting was held. The grounds as I see them are virtually the same/similar as the grounds raised in the connected petition. It is not necessary to refer to grounds. No amendment application is filed in this petition.

8. The Union of India has filed its counter affidavit. In the affidavit it has stated that out of 946 State level enterprises about 241 are not working at all, about 551 are making losses and 100 are reported not to be submitting their accounts at all. They say in paras 5, 6 and 7 as under :

"It is submitted that the position in regard to the enterprises of States is even worse. Of the 946 State level enterprises, about 241 are not working at all ; about 551 are making losses and 100 are reported not to be submitting their accounts at all. Secondly, neither the Centre nor the States have resources to sustain enterprises that are not able stand on their own in the new environment of intense competition. Interest payments on past debt alone eat up 70 per cent. of the total tax revenue of the Government of India ; if to this is added repayment of past debt, the two items exceed the tax revenue of the Government of India. The position in the States is much worse. The total plan outlay of the States during the Ninth Five Year Plan was estimated to be about Rs. 3,50,000 crore. The States were expected to make a contribution from their own resources of only Rs. 3,800 crore, i.e., just about 1 per cent. of the total outlay. During the first four years of the Plan, their contribution has been minus Rs. 1,14,000 crore. Third, despite repeated efforts, it has not been possible to change the work culture of Governmental enterprises. As a result, even the strongest among them have been sinking into increasing difficulties as the environment is more and more competitive and technological change has become faster. It is for these reasons that since 1990-91, successive Governments have gone in for disinvestment. Today, both the Central Government and the States are pursuing disinvestment.

In the circumstances, it is submitted that the policy for disinvestment was structured, and a Disinvestment Commission constituted to make recommendations on the identified FSUs, which would be subject to the process of disinvestment. One basic purpose underlying disinvestment is to induct private capital enhancing the efficiency of undertakings, and to improve the quality of the management of such undertakings.

In the category of Central public sector undertakings. ITDC has been running 33 hotels in all (26 on its own including 1 on long-term management lease and 7 joint ventures with the respective State Government agencies). In addition, the Hotel Corporation of India, a subsidiary of Air India, has been running 5 hotels. The average occupancy rate of the 26 ITDC hotels directly run by ITDC is in the range of 17 to 64 per cent. In the 7 ITDC joint ventures hotels, the average occupancy rate is in the range of 19 to 56 per cent. All the 26 directly run ITDC hotels except Lalita Mahal Palace, Mysore and Ashok Bangalore have been incurring losses. Out of the 7 joint venture hotels, 5 had incurred losses in 2000-01 while one earned a negligible profit of Rs. 4 lakhs and another at Chandigarh is under construction. Hotel Ashok, Bangalore had an average occupancy rate of 30.35 and 36 per cent. during the years 1998-99, 1999-2000 and 2000-01. Hotel Hassan Ashok incurred a net loss of Rs. 0.35 crore in 1999-2000 and Rs. 0.63 crore in 2000-01. The performance of the 5 hotels run by the Hotel Corporation of India is no better. The average occupancy rate of these 5 hotels is in the range of 19 to 54 per cent. Except Indo Hokke Rajgir, all the rest four incurred losses in 2000-01. The performance of the hotel under the Central public sector has been poor despite the average room rent being far below that prevalent in the hotels run by the private sector. It is evident that the preference of the consumer is not for more low room rent but for a total quality of the service provided. The hotels under the public sector, as evident from the scenario of low occupancy rate and continuous losses despite the room rents being lower, have been lacking the requisite professional approach and management capabilities. Hospitality sector is a sector where the Government of a country cannot be expected to remain forever."

9. They also refer to various case-laws to contend that courts cannot intervene in the matter of policy decision of disinvestment. They strongly rely on the latest judgment in the well known case of BALCO Employees Union (Regd.) Vs. Union of India and Others, .

Matters were listed for orders and counsel argued for final disposal.

Matters were heard for final disposal with the consent of the parties.

10. The petitioners are represented by Mr. Leelakrishnan and Sri V.S. Naik. The Union of India is represented by the learned Attorney General Sri Soli J. Sorabjee assisted by Sri Ashok Harnahalli and Sri P.S. Dinesh Kumar and the purchasers are represented by Sri Jayram, learned Advocate General and senior counsel in these cases. They have been heard.

11. The petitioners' counsel took me through the pleadings to contend that the interest of the workmen has not been taken note of by the respondents in these cases. Counsel also says that in terms of their pleadings the entire action of the respondent is without consent and without notice to the officers of the Corporation. An opportunity is necessary in these cases. Unilateral transfer of services would result in serious consequences. They also say that the action of

the respondent is arbitrary, mala fide, capricious under Articles 14, 16 and 21 of the Constitution. They also question the words "for a period of one year from the closing date" which is illegal and unsustainable. Counsel also say that Article 13 in annexure Q and Article 94 do not protect the interest of the workmen. In the case of workmen counsel also invite my attention that options have been given in terms of annexure P a circular. Counsel for the workmen rely on the judgment of Supreme Court in the case of Manager Pyarachand Kesarimal Porwal Bidi Factory and Omkar Laxman Thenge (Civil Appeal No. 793 of 1966 dated September 27, 1968) and Jawaharlal Nehru University v. Dr. K.S. Jawatkar [1989] Su 1 SCC 679 and a Division Bench judgment of this court in W. P. No. 18396 of 1990 and John Wyeth India Ltd., In re [1983] 63 Comp Cas 233 (Bom).

12. Learned Attorney General Soli J. Sorabjee, contends before me that the interest of the workmen has been fully protected in terms of Article 13 of the agreement. He invites my attention to a recent judgment of BALCO Employees Union (Regd.) Vs. Union of India and Others, to contend that the Supreme Court in identical circumstances has rejected the same pleas. Learned Attorney General states that this petition has to go in the light of a binding judgment of the apex court. Learned Attorney General would also contend that the period of one year is only in the larger interest of the employees as a whole. With a view to clear the apprehension in the mind of the employees he has filed a memo in which he has stated that on a true construction of Article 13 of lease agreement is subject to Clause 13.1. He also relies on the judgment of the Andhra Pradesh High Court in the case of GVM Reddy and A. P. State Road Transport Corporation, Tirupathi.

13. Sri Prabhakar Rao, learned counsel appearing for ITDC took me through the affidavit to contend that the arbitrary action complained about is factual and legally not available to the petitioners.

14. Sri A.N. Jayram, learned Advocate General, appearing for the contesting respondents invited my attention to the history of this agreement to contend that no case is made out by the petitioner. Learned senior counsel would say that these agreements have the approval and seal of the Company Law Board, shareholders and the Government. After hearing counsel I have given my careful attention to the material facts and arguments advanced before me.

15. Admitted facts reveal that the Government took a policy decision on disinvestment of this Corporation in the light of the dismal performance. It is seen from the affidavit filed that all the 26 ITDC run hotels except Lalith Mahal, Bangalore are incurring losses. Hotel Ashok, Bangalore had average occupancy rate of 30, 35 and 36 per cent. during the years 1998-99, 1999-00 and 2000-01. Hotel Ashok, Hassan is incurring continuous losses. A decision was taken by the Government in relation to demerger and disinvestment of Hotel Corporation. The workmen also in their affidavit filed before me state that the disinvestment policy has been accepted by the Government. In fact the shareholders have approved the present arrangement. The necessary sanctions in terms of the Companies Act have been obtained as mentioned by counsel. The cabinet also approved the

scheme of rearrangement. In the light of these materials what is clear to me is that policy decision is taken up by the Government in the matter of disinvestment.

16. Counsel for the workmen state before me that they are not challenging the disinvestment policy of the Government. Even otherwise the same cannot be challenged in the light of the judgment of the Supreme Court in a recent case of Balco Employees Union (Regd.) v. Union of India [2002] 108 Comp. Cas 193. The Supreme Court has noticed at para 66 as under (page 236) :

"Wisdom and advisability of economic policies are ordinarily not amenable to judicial review unless it can be demonstrated that the policy is contrary to any statutory provision or the Constitution. In other words, it is not for the courts to consider relative merits of different economic policies and consider whether a wiser or better one can be evolved. For testing the correctness of a policy, the appropriate forum is Parliament and not the courts. Here the policy was tested and the Motion defeated in the Lok Sabha on March 1, 2001."

17. The Supreme Court again in para. 67 ruled as under (page 237) :

"In the case of a policy decision on economic matters, the courts should be very circumspect in conducting any enquiry or investigation and must be reluctant to impugn the judgment of the experts who may have arrived at a conclusion unless the court is satisfied that there is illegality in the decision itself."

18. In the light of the binding judgment of the Supreme Court I cannot but hold that the respondents are justified in entering into these arrangements as a policy decision of disinvestment. The same cannot be questioned by the workmen in the light of the Supreme Court judgment.

19. Counsel for the workmen complain of no consent and no hearing in these matters.

20. Learned Attorney General rightly pointed out that the Supreme Court in Balco's case [2001] 108 Comp Cas 193 rejected the demand of right of hearing and a notice in this regard. The Supreme Court in Balco's case [2001] 108 Comp Cas 193 SC at para. 34 has ruled as under (page 216) :

"Merely because the workmen may have protection of Articles 14 and 16 of the Constitution, by regarding BALCO as a State, it does not mean that the erstwhile sole shareholder, viz., Government had to give the workers prior notice of hearing before deciding to disinvest. There is no principle of natural justice which requires prior notice and hearing to persons who are generally affected as a class by an economic policy decision of the Government. If the abolition of a post pursuant to a policy decision does not attract the provisions of Article 311 of the Constitution as held in State of Haryana Vs. Shri Des Raj Sangar and Another, , on the same parity of reasoning, the policy of disinvestment cannot be faulted if as a result thereof the employees lose their rights or protection under Articles 14 and 16 of the Constitution. In other words, the existence of rights of protection

under Articles 14 and 16 of the Constitution cannot possibly have the effect of vetoing the Government's right to disinvest. Nor can the employees claim a right of continuous consultation at different stages of the disinvestment process. If the disinvestment process is gone through without contravening any law, then the normal consequences as a result of disinvestment must follow."

21. In the light of the judgment of the Supreme Court the grievance of hearing cannot be accepted. This argument is rejected.

22. In so far as grievance of the workmen with regard to period of one year in the agreement is concerned the same has been clarified by the respondent by a memo and the said memo reads as under :

"The Attorney General submits that on a true construction of Article 13 of the lease agreement dated November 29, 2001, Clause 13.1.(iii) is subject to Clause 13.1(i) (page 31 documents filed with IA for amendment) The above submission may please be taken on record."

23. The said memo of undertaking is accepted and it forms part of the agreement.

24. Counsel however complain that the existing arrangement does not take into account the interest of the workmen. In the agreement at annexure Q, the interest of the workmen is noted and considered as under :

"Article 13.1 The lessee/licensee shall offer employment to all the regular employees on the terms and conditions that shall not be inferior to the terms and conditions as applicable to the regular employees on the closing date and upon terms of continuity of service including with respect to the existing voluntary retirement scheme as applicable under the guidelines of the department of public enterprises, if any, and terms set out in agreements entered into by the lessor/licensor in relation to such regular employees with staff/ workers unions/ associations. The lessee/licensee further covenants that :

(i) It shall not retrench any of its regular employees for a period of one year from the closing date other than any dismissal or termination of regular employees from their employment in accordance with the applicable staff regulations and standing orders of the lessor/licensor or applicable law."

Similar clauses are found in annexure R Clause 9 also.

25. In the Balco's case [2001] 108 Comp Cas 193 almost the same clauses were noticed by the apex court at para. 40 (page 220) :

"Regarding employees, adequate provisions have been made in Shareholders' Agreement (SHA) as follows :

Recital H subject to Clause 7.2, the parties envision that all employees of the company on the date hereof shall continue in the employment of the company.

Clause 7.2(e) It shall not retrench any part of the labour force of the company

for a period of one (1) year from the closing date other than any dismissal or termination of employees of the company from their employment in accordance with the applicable staff regulations and standing orders of the company or applicable law ; and

Clause 7.2(f) Subject to the Sub-clause (e) any restructuring of the labour force of the company shall be implemented in the manner recommended by the board and in accordance with all applicable laws. The SP in the event of any reduction of the strength of its employees shall, ensure that the company offers its employees an option to voluntarily retire on terms that are not, in any manner less favourable than the voluntary retirement scheme offered by the company on the date of this agreement."

26. The Supreme Court in the case of Balco Employees Union (Regd.) v. Union of India [2001] 108 Comp Cas 193 noticed in para. 38 as under (page 220) :

"We find that in the shareholders agreement between the Union of India and the strategic partner, it is provided that there would be no retrenchment of any worker in the first year after the closing date and thereafter restructuring of the labour force, if any, would be implemented in a manner recommended by the board of directors of the company. The shareholders agreement further mandates that in the event reduction in the strength of its employees is required, then it is to be ensured that the company offers its employees an option to voluntarily retire on terms that are not in any manner less favourable than the voluntary retirement scheme offered by the company on the date of the arrangement".

27. The Madras High Court in the case of Southern Structural Staff Union v. Management of Southern Structurals Ltd. [1994] 81 Comp Cas 389, 395, ruled as under :

"The submission that in order to enable the employees to invoke Article 14 or Article 16 and to approach the High Court or the Supreme Court directly by invoking Article 226 or Article 32, the Government is bound to retain its ownership of the bulk of the shares in this company for ever is devoid of any force.

The protection of Article 14 is available to all and is not confined to employees of the State. The limitations placed by Article 16 on the State with regard to employment under the State is not intended to compel the State to provide employment under it to all who seek such employment or retain all persons presently in its service in order to enable such persons to claim the benefit of Article 16.

Employment under the State is not a precondition for approaching the High Court or the Supreme Court. All industrial workers have a right to approach the Labour Court or Industrial Tribunals for adjudication of their rights subject to the limitations contained in the Industrial Disputes Act. Like all citizens industrial

workers also have the right to approach civil courts for redressal of their wrongs. The decisions rendered by the civil, labour and industrial courts or Tribunals are open to challenge before the High Court and the Supreme Court in appropriate proceedings. Actions of the Government or other authorities performing any public duty are amenable to correction in proceedings under Article 226 by reason of the disinvestment, employees do not lose their right to seek redressal through courts for any wrongs done to them.

The employees have no vested right in the employer company continuing to be a Government company or other authority for the purpose of Article 12 of the Constitution of India. Apart from the fact that the very status claimed by the employees in this case is a fortuitous occurrence with the employees having commenced work under a private employer and while on the verge of losing employment, being rescued by the State taking over the company, the employees cannot claim any right to decide as to who should own the shares of the company. The State which invested of its own volition, can equally well disinvest. So long as the State holds the controlling interest or the whole of the shareholding, employees may claim the status of employees of a Government company or "other authority" under Article 12 of the Constitution. The status so conferred on the employees does not prevent the Government from disinvesting ; nor does it make the consent of the employees a necessary precondition for disinvestment.

Public interest is the paramount consideration, and if in the public interest the Government thought it fit to take over a sick company to preserve the productive unit and the jobs of those employed therein, the Government can, in the public interest, with a view to reducing the continuing drain on its limited resources, or with a view to raising funds for its priority welfare or developmental projects, or even as a measure of mobilising the funds needed for running the Government, disinvest from the public sector companies. Article 12 of the Constitution does not place any embargo on an instrumentality of the State or "other authority" from changing its character".

28. The observations made by the Madras High Court in the aforesaid case have been approved by the apex court in the Balco's case [2001] 108 Comp Cas 193.

29. In the light of these pronouncements of the apex court and in the light of the Balco's case [2001] 108 Comp Cas 193 it cannot be said that the interest of the workmen has not been fully protected by the management. Therefore, the challenge to Article 13 in annexure Q and Article G in annexure R has to be rejected in the light of the clear pronouncement of law by the Supreme Court in somewhat identical circumstances.

30. The petitioners also complain of an option in this regard. In this regard they rely on four judgments. They refer to In Re: John Wyeth (India) Limited and In Re: Geoffrey Manners and Co. Limited, and Jawaharlal Nehru University v. Dr. K.S. Jawatkar [1989] Su 1 SCC 679, and a judgment in Civil Appeal No. 793 of

66 and an unreported judgment of this court in W. P. No. 18396 of 1990 dated September 12, 1995.

31. At the outset no legal provisions are brought to my attention with regard to the point in the event of any disinvestment operations. It is pertinent to refer again to the latest judgment of the apex court in Balco's case [2001] 108 Comp Cas 193. The Supreme Court in the said case has stated that even though the workmen have interest in the manner in which company is conducting its business, inasmuch as its policy decision may have an impact on the workers' rights, nevertheless it is an incidence of service for an employee to accept a decision of the employer which has been honestly taken and which is not contrary to law. The Supreme Court again noticed that when a person seeks and gets the appointment with a company registered under the Companies Act it must be presumed it accepted the right of director and shareholders to conduct affairs of the company in accordance with law and at the same time exercise their right to sell their shares. The Supreme Court again noticed that the interest of the workmen is taken care of by the existing case-law.

32. In the light of the clear pronouncement of law and in the absence of any legal right with regard to option, this court cannot issue a direction with regard to option. The judgment in the case of In Re: John Wyeth (India) Limited and In Re: Geoffrey Manners and Co. Limited, is not applicable to the facts of this case. It was a case which arose under the Companies Act. In that case the very scheme of transfer was challenged from one company to another. In the said case there was also no protection as is available in this case. Moreover it was seen that there was a concession on behalf of the company in the said case. Therefore the said judgment is clearly distinguishable on the facts. In so far as Jawaharlal Nehru University v. Dr. K.S. Jawatkar [1989] Su 1 SCC 679 case is concerned that was a case with regard to transfer in terms of the Manipur University Act. That was a case in which Jawaharlal Nehru University decided to transfer the centre to Manipur University. In the light of the Manipur University Act the court ruled that there cannot be any transfer. This case is also distinguishable on the facts. The third case is also distinguishable on the facts.

33. In the case of Pyarachand Kesarimal Porwal Bidi Factory it was the case of a transfer of employee from one company to totally a new third party. It was in those circumstances and on the facts of that case the court ruled that a consent was not necessary. The fourth case is in W. P. No. 18396 of 1990 it was also with regard to one master to another master. That was also distinguishable one. Whereas the present case is one of a lease-cum-management agreement. Each case has to be considered on its facts. In the present case the shareholders, the Company Law Board and the cabinet of the Government have approved the agreements, such disinvestment and such clauses are approved by the Supreme Court in Balco's case [2001] 108 Comp Cas 193.

34. In the circumstances it cannot be held that an option is to be given to these employees. This prayer cannot be granted particularly in the light of the wording

of the Supreme Court that persons seeking employment with such Government company must be presumed that they accept right of directors and shareholders to conduct the affairs of the company in accordance with law.

35. Hence, the argument in support of this prayer and consequent prayer are also rejected.

36. Before concluding this court cannot but observe that in the process of change there are bound to be some problems here and there. Such problems stop on their own after adjustment to the new change of circumstances. At the same time this court hopes and trusts that the new management would see that the object of disinvestment is fully achieved in providing a better efficiency to consumer who is ultimately the master of the business. This court also notices in the agreement of a reference to a terminology of "employees" which would include all the employees employed by the lessor/licensor. In the clauses with regard to employees certain terminologies such as retrenchment are used which is normally applicable to workmen in Industrial Disputes Act. It is hoped that the same treatment is given to the officers as well. This court also hopes that the disinvestment process would safeguard the interest of the workers/employees. It is hoped that the contesting respondents would do their best in safeguarding the interest of the employees as a whole as a fair employer.

37. With these observations both the petitions stand dismissed. Parties to bear their own costs.