

(1958) 05 MAD CK 0014
In the Madras High Court
Case No : Writ Petition No. 110 of 1958

Mettur Industries Ltd.

APPELLANT

Vs

A.R. Varma and Others

RESPONDENT

Date of Decision : 02-05-1958

Acts Referred:

Industrial Disputes Act, 1947 — Section 14

Industrial Employment (Standing Orders) Act, 1946 — Section 3

Citation : AIR 1959 Mad 479 : (1958) 2 LLJ 326 : (1958) 2 MLJ 453

Hon'ble Judges : Balakrishna Ayyar, J

Bench : Single Bench

Advocate : M.K. Nambyar, for King and Partridge, for the Appellant; B. Lakshminarayana Reddi, G. Ramanujam and Addl. Govt. Pleader, for the Respondent

Judgement

Balakrishna Ayyar, J.—The Mettur Industries Ltd. is the petitioner. The first respondent, A.R. Varma, was employed in the petitioner's mills

in Mettur Dam as a Weaving production clerk. On 28-11-1956 the petitioner dismissed the first respondent on the charge that he had been found

sleeping on three occasions while on duty on the night of 22nd November 1956. During the enquiry held against him the first respondent handed

over to the enquiring "officer a letter a copy of which is Ex. A to which reference will be made presently. At the time the order of dismissal was

passed, an industrial dispute between the workmen and the management of the petitioner was pending. So the petitioner filed an application u/s

33(2) of the Industrial Disputes Act before the Labour court for the approval of the action which the petitioner had taken.

The first respondent Varma also filed a complaint u/s 33-A of the Industrial Disputes Act alleging that the petitioner had contravened the provisions

of Section 33 of the Act. The Labour

court heard both the petitions together in an award dated 13-3-1957 held that the dismissal of "the first respondent was unjustified and that he

should be reinstated with full back pay and continuity of service. Against this award of the Labour court the petitioner applied for special leave to

appeal to the Supreme Court. That application was dismissed on 24-5-1957. The petitioner, therefore, had no option but to comply with the

award which had been made on 13-3-1957. The first respondent was therefore reinstated on 13-7-1957.

2. The management, however, felt that the continuance in service of Varma who had sent a letter of the kind he had, would be prejudicial to the

interests of the concern, and, exercising the powers they had under Standing Order 18(a) of the Standing Orders of the mill, they terminated the

services of Varma. An industrial dispute was raised about this which the Government by an order dated 24-9-1957, referred to the Labour Court

Coimbatore for disposal. The question referred was,

Whether the termination of the services of clerk Sri A.R. Varma on 13-7-1957 is justified and to what relief and security of service he is entitled

to.

On 30-12-1957, the Labour Court pronounced the award directing that Varma should be reinstated.

3. This petition has been filed for the issue of an appropriate writ to quash this order of the Labour Court.

4. In the affidavit filed in support of the petition the petitioner urged that the Labour, court had overlooked the distinction between termination of

service under Standing Order 18(a) and dismissal. The Labour Court was wrong in assuming that before the service of Varma could be terminated

under Standing Order 18(a) he should have been given an opportunity of making his representations. The Tribunal had no jurisdiction to interfere

with the order of the management terminating the services of Varma in the absence of evidence either of mala fides or unfair labour practice.

5. In the counter affidavit which he filed, Varma stated that the petitioner did not implement the award dated 13-3-1957 even after the Supreme

Court had dismissed the petition for special leave to appeal to it. At his instance the National Textile Employees' Union, Mettur Dam, informed the

Labour officer of Salem, that the award had not been implemented. Merely to avoid prosecution the petitioner permitted Varma to join duty on

13-7-1957. In the afternoon of the same day he was served with a notice terminating his services under Standing Order 18(a). I now quote from

his affidavit:

I submit that the reasons assigned in the notice of termination dated 13th July 1957 are unfounded and untenable. I submit that the order of

termination of my service is unjust, arbitrary and against all principles of natural justice besides being illegal. I also submit that the petitioner's

conduct is thoroughly mala fide and provide a glaring instance of the most intolerable type of unfair labour practice. The management neither

framed any charge against me nor gave an opportunity to explain the charge. I further submit that reinstating me in the morning to avoid criminal

prosecution and discharging me in the evening is a mala fide one. I state that Standing Order 18(a) of the petitioner's mill is unjust, and illegal, since

it offends elementary principles of natural justice recognised by any democratic country.

Later, in paragraph 6 of his counter affidavit Varma took the further point:

I also submit that it was held by courts that the Tribunal has got supervising jurisdiction in the case of discharge under standing orders.

The decision of the Labour Court was "" correct and the petition therefore ought to be dismissed,

6. It is now necessary to refer to the letter which Varma handed over on 28-11-1956 to the Officer who held the enquiry against him on the

charge that he had been found sleeping when on duty in the night of 22-11-1956. Sometime before 26-3-1955 Varma had complained to the

Salem District Textile Employees' Union that Sadler, an officer in the employ of the Mettur Industries Ltd., had abused him and insulted him when

on duty. On receipt of the complaint the Secretary of the Union wrote to the manager of the Mettur Industries Ltd., complaining of the conduct of

Sadler and charging him with ""an ulterior motive of colour and nationality discrimination."" The Secretary of the Union further stated,

I am afraid that such an action and behaviour on the part of a European staff towards an Indian Staff cannot in the least be tolerated as it affects

the self-respect of a man, leave alone his position, status etc.

A letter of apology with an assurance that there would be no recurrence of such incidents was asked for. The Secretary sent copies of this letter to

the British High Commissioner, the British Trade High Commissioner, New Delhi, the Labour Minister. Union Government, the Home Ministry,

Union Government, New Delhi, the Chief Minister, the Labour Minister, Madras and several others.

7. In the letter dated 28-11-1956 Varma stated that for a long time there had been misunderstandings and differences of opinion between Sadler

and another employee of the mill called Nigli. When Nigli heard of the incident about which Varma complained to the Union and in consequence of

which the Secretary of the Union sent out the letter dated 26-3-1955, he advised Varma to take very strong objection to Sadler's attitude. The

letter continues.

I was not very particular to develop it to such a magnitude. Seeing my attitude and also the attitude of Mr. V.G. Narasimham our Secretary who

advised me not to develop it, Mr. Nigli mobilised all the staff of our shift against Mr. Sadler and forced me to this extent through the secretary and

made him to take up the matter very seriously, giving a picture that it affected the very prestige of the Indian staff. The secretary complied with and

did accordingly.

Subsequently, so it "is stated in the letter, Nigli advised Varma to file a defamation suit against Sadler assuring him that one Healey had promised to

give the necessary financial assistance to prosecute the suit. So he filed a suit. Subsequently he came to realise what motives had impelled Nigli and

so he did not prosecute the suit. In the penultimate paragraph of the letter Varma stated,

In the presence of Mr. C.T. Paul, and Mr. R.V.A. Kannam and Mr. Subbarayan he asked me why I did not shoe Mr. Sadler when he abused

me. You can very well ask the persons about this for confirmation.

The letter ends,

I regret very much for being a tool to Mr. Nigli and for having conducted myself against Mr. Sadler to develop the unhappy incident to such a

colossal magnitude, to bring to the notice of the Governments concerned.

The case of the petitioner is that it terminated the service of Varma because it realised that the continuance in service of Varma, who had sent the

sort of letter he had would be greatly prejudicial to the interests of the concern.

8. Before proceeding further it is desirable to advert to the main features of the Industrial Employment (Standing Orders) Act, 1946, on the basis

of which the Standing Orders of the petitioner company have been framed. The preamble to the Act recites that it is expedient to require

employers in industrial establishment to define with sufficient precision the conditions of employment under them and to make the said conditions

known to the workmen employed by them. Section 3 of the Act requires an employer to submit to a Certifying Officer five copies of the draft

standing orders proposed by him for adoption in his establishment. Sub-section (2) enacts,

Provision shall be made in such draft for every matter set out in the Schedule which may "be applicable to the industrial establishment, and where

model standing orders have been prescribed, shall be, as far as is practicable, in conformity with such model.

On receipt of the draft u/s 3, the certifying Officer is required to send a copy to the trade Union concerned or, if there is no trade union, to the

workmen concerned and invite their objections. Under Sub-sections (2) of Section 5 the certifying officer is given power to decide whether the

draft standing orders required modification in any respect in order that they may be certifiable under the Act. Section 6 provides for appeals from

the decision of the Certifying Officer. Section 7 enacts that standing orders shall come into operation on the expiry of thirty days from the date

indicated in the section. Section 9 requires that the text of the standing orders as finally certified shall be prominently displayed by the employer in

English and in a language understood by the majority of the workmen. Sub-section (1) of Section 10 runs: "'Standing Orders finally certified under

this Act shall not, except on agreement between the employer and the workmen, be liable to modification until the expiry of six months from the

date on which the standing orders or the last modification thereof came into operation.'" Section 12 prohibits the reception of oral evidence to vary

or add to the terms of the standing orders as certified. The schedule to the Act enumerates matters to be provided for in the standing orders

framed under the Act. Eleven items are so enumerated. Of these, only items 8 and 9 are here relevant:

Item 8: "Termination of employment, and the notice thereof to be given by employer to workmen.

Item 9: "Suspension or dismissal for misconduct, and acts or omissions which constitute misconduct.

Under the rule-making powers conferred by the Act the Central Government have framed rules, and, schedule I of the Rules contains model

standing orders. Model order 13(1) runs as follows:

For terminating employment of a permanent workman, notice in writing shall be given either by the employer or the workman--one month's notice

in the case of monthly-rated workmen and two weeks notice in the case of other workmen; one month's or two weeks pay, as the case may be,

may be paid in lieu of notice.

Order 13(2) deals with temporary workmen, probationers and badlis. It is stated that these categories of persons shall not be entitled to any notice

or pay in lieu thereof if their services are terminated. Then follows a provision that even the services of a temporary workman shall not be

terminated as a punishment unless he has been given an opportunity of explaining the charges of misconduct alleged against him in the manner

prescribed in paragraph 14. And then follows O. 14 which provides for disciplinary action for misconduct.

9. The point that has to be emphasised here is that the model standing orders themselves make an unmistakable distinction between termination of

employment simpliciter and termination of employment as a punishment for misconduct. In the former case no enquiry is necessary. All that a

permanent employee is entitled to is a notice in writing or payment of wages in lieu of notice. In the case of termination of employment as a

punishment a regular enquiry has to be held. Standing; Order 18 (a) of the petitioner company runs as follows:

The employment of any permanent workman may be terminated by fourteen days' notice or by payment of fourteen days wages in lieu of notice.

If he draws on a piece rate basis the 14 days' wages shall be computed on the average daily earnings of such workman for the days actually

worked during the previous wage period. The reasons for the termination of service shall be recorded in writing and shall be communicated to the

workman, if he so desires, at the time of discharge.

When the language of Standing Order 18(a) is compared with"" the language of Model Standing Order 13(1) it will be found, that the former is an adaptation of the latter with one important variation. Standing Order 18(a) requires that the reasons for the termination of service shall be recorded in writing. Further, if the workman so desires, a copy of it shall be communicated to him at the time of the discharge. Standing Order 20 specifies what acts or omissions would be treated as misconduct.

10. I have already stated that the preamble to the Industrial Employment (Standing Orders) Act, 1946, explicitly recites that it is expedient to require employers to define with precision the conditions of employment under them. Reading the Act as a whole it is clear that the standing orders form part of the contract between the management and every one of its employees. They take the place of the service, rules relating to Government servants.

11. One reason which the Labour Court gave for making the award complained of is this:

Thus, this is a case, in which, in my opinion, the management has by-passed the rules of natural justice. They have been lulled into a false security by the provisions contained in Standing Order 18(a).

(See paragraph 24). In paragraph 27 the Labour Court added:

"Thus, taking all circumstances in "this case, I think the termination in this manner of the services of Sri A.R. Varma cannot be justified. In other words, I am definitely of opinion that to take steps against Varma on the strength of his letter dated 28th November 1956, he must be given an opportunity to explain himself and then, if the management is satisfied that they should proceed against him, then there is time enough to consider what action they should take. So, in "this case, even the principles of natural justice have not been observed by the management, and it falls strictly within the mischief of the ruling reported in 1954 2 L.L.J. 822 already referred to by me.

12. It seems to me that there is no scope for the application of the principle of natural justice to a relationship of the kind we are now concerned

with, where the rights of parties are provided for and determined by Statutes, Rules framed under the Statutes and other statutory instruments. The

Model Standing Orders framed by Government as also the Standing Orders of the

petitioner company make a distinction between the discharge or dismissal of a worker as a punishment for misconduct and the termination of his services otherwise than as a measure of punishment, It is only in the former case that an inquiry is necessary. No inquiry is necessary in the latter case. The Labour Court does not appear to have kept in mind the difference between items 8 and 9 in the schedule to the Act, Industrial Employment (Standing Orders) Act of 1946 and the standing orders framed in respect of these two items. The Labour Court also appears to have ignored the rights which the management have under the Statute, the Rules framed under the Statute and its own Standing Order. I do not consider that the principles of natural justice can be invoked to set aside something properly done in the exercise of a lawful power.

13. In paragraph 15 of its award the Labour Court observed, Now, regarding the power vested in the management to take action under the Standing Orders, it goes without saying that they do possess such a power. It necessarily follows that they are entitled to invoke the provisions contained in order 18(a) of the Standing orders.

But then in paragraph 24 the Labour Court observed, They (the management) have been lulled into a false security by the provisions contained in Standing Order 18 (a).

I have some difficulty in understanding these two observations. Mr. Lakshminarayana Reddi who appeared for Varma vigorously argued that

Standing Order 18(a) itself is invalid. I do not quite know whether the Labour Court was trying to say something like that. But if it was, it would be

clearly wrong because as has been explained these provisions are in conformity with and validly framed under the powers conferred by the

Industrial Employment (Standing Orders) Act.

14. Not merely that; before measures like the Industrial Disputes Act were enacted, an employer could terminate the service of any employee by

giving him the customary notice. Even now it is open to an employer and a particular employee to enter into a contract that the duration of the

service shall be a certain number of years. At the end of the stipulated period the employment will terminate unless as the result of a fresh contract

a further term is agreed on. Similarly it is open even now to an employer to agree with a particular employee that he will be bound to give him, so

many weeks" or so many months" notice subject always to the minimum period prescribed by the Act and if is open to an employer to enter into

such an engagement with as many persons as are willing to accept employment on those terms. Standing Order 18(a) merely incorporates a

general condition applicable to all the employees who enter the service of this particular company, and, if that condition is valid, as I consider it is,

the management can insist on taking action in pursuance of it. There is thus no question of the management being lulled into any sense of false

security. To the extent that the labour court thought that Standing Order 18(a) conferred only a false security it was, it seems to me, clearly making

an error.

15. In paragraph 16 the Labour Court quoted from 1951 2 Lab LJ 320, a case decided by the Labour Appellate Tribunal, this observation:

The question, therefore, is whether this Tribunal in exercise of its supervisory jurisdiction, is entitled to know whether or not the conduct of the

manager was arbitrary.

The Labour Court whose award is now being challenged apparently thought that it too possessed a supervisory jurisdiction in matters of this kind.

That view of it is manifestly erroneous. The Labour Courts --and in fact the Labour Appellate Tribunal too -- are the creatures of Statute and they

have no power or authority whatever except those conferred by the relevant statutes which have been passed from time to time. When a civil court

appoints a guardian for the person of a minor or a lunatic, or a manager for the administration of his estate, the court retains certain powers of

control and supervision over the person it has so appointed. But the position of a Labour Court is in no wise similar. Neither employees nor

employers are in relation to the Labour Court its wards, The internal discipline of an industrial establishment is in the hands of the management and

the Labour Court can interfere only where the Statute permits if to do so. It has no powers whatever except those which can be traced to a

statute, to a statutory rule or a statutory instrument.

16. Though the Labour court does not expressly record such a finding its observations in various paragraphs suggest that in its view the action of

the management in this particular case was not bona fide. Thus in paragraph 26 the Labour Court states,

But, I had on more than one occasion pointed out that the managements should not be actuated by the grievances they have got against the union

when taking action against a particular worker for his individual misdemeanour."

There is absolutely no evidence to support the theory in this case that the management decided to terminate the services of Varma because of the

grievances it had against the union to which he belonged. On the letters that passed the management was entitled to take the view that it would be

undesirable in the interests of the concern to keep Varma any longer in its employ.

17. In the case reported in *Municipal Corporation of Greater Bombay and Others Vs. Labour Appellate Tribunal of India and Another*, the facts

were these: The second respondent before the Bombay High Court was an employee of the Bombay Municipal Corporation, On 16-8-1955 the

B.E.S.T. Undertaking received a report from a Sub-Inspector of Police, that the second respondent had been seen coming out of a lane opposite

Parel railway workshop and that he and another person were attempting to throw stones at the Undertaking's bus at about 3.50 a.m. The second

respondent and his companion picked up two big stones from a heap on seeing a bus coming up. They were poised to throw the stones when the

Sub-Inspector rushed towards them.

Thereupon the two persons dropped the stones and pretended that they were not engaged in doing anything unlawful. The second respondent and

his companion were prosecuted, but acquitted by the Presidency Magistrate. The management then took action under its standing orders and

terminated the services of the second respondent. A dispute was raised, but the Labour court refused to interfere. The appeal which the second

respondent took to the Industrial court failed. He then went up in second appeal to the Labour Appellate Tribunal. This Tribunal reversed the

order passed by the Industrial Court and the Labour court and directed that the second respondent be reinstated with effect from the date of

discharge. Against that order a writ petition was filed in the Bombay High Court. A Bench of that court held, I quote from the head-note :

The standing orders of a concern inter alia provided for dismissal or discharge of a workman after proper enquiry for an act of misconduct. It also

provided for termination of the services of a workman for reasons to be stated in

writing. The service of a workman of the concern was determined for an act prejudicial to the interests of the concern. The order terminating the services was passed without proper enquiry as provided for in the relevant standing orders for dismissal of a workman. Negating the contention that the discharge order was bad as one passed without proper enquiry held, that the discharge in the circumstances could be considered only as termination and not dismissal. Hence the order terminating the services though passed without inquiry must be held to be proper and justified under the relevant standing orders of the concern.

18. The case reported in *Waman Balkrishna Bokare Vs. The Collector, Central Excise, Nagpur*, is also in point. The headnote of the case runs as follows:

Where an employee who had been dismissed is reinstated on appeal against his dismissal, there is nothing to prevent the employer from terminating his services in accordance with the terms of his contract of service after such reinstatement.. Where an employee is directed to be reinstated and on the same date he is also served with a notice terminating his services in accordance with his contract of service, and there is nothing in the notice to indicate that the termination of service is in any way connected with his prior dismissal, it cannot be contended that the termination of service amounts to punishment for the misconduct for which he was originally dismissed.

19. At page 90 (of FJR): (at p. 143 of AIR), the learned Judge distinctly says, The right of an employer to enforce a term in the contract is not in any way taken away because that employer sometimes before that thought it fit to dismiss the employee for some misconduct.

20. To the same effect is the case reported in *Provincial Transport Services, Nagpur v. Asst, Labour Commissioner, Nagpur* 1958 14 F.J.R. 140, the head-note of which reads as follows:

Where there is a term in the contract between the employer and the employees by virtue of which the employer is entitled to exercise his right of terminating the services of the employees after giving them one month's notice or paying them one month's salary in lieu of notice, and the operative part of an order terminating the services of an employee indicated that his services were terminated in exercise of this right, the fact that

the employer charge-sheeted the employee for misconduct and held an inquiry before issuing the order would not make the order one of discharge or dismissal for misconduct.

One other case that I would refer to in this connection is reported in *Doulat Ram Lakbraj Rupchandani v. Western Rly.*, 1958 1 L.L.J. 456. The second paragraph of the headnote reads as follows:

Even if there might be allegations of misconduct against an employee, if they are not made the basis of termination of service or, in other words, they are abandoned -- no stigma could attach to the employee by reason of such termination --and the termination does not amount to dismissal or removal unless of course it becomes dismissal or removal on the basis of other criterion laid by the-Supreme Court, viz., that the employees had been deprived, by reasons of the termination, of any benefit that he had earned.

21. In respect of *The Nagpur Electric Light and Power Co., Ltd. and Others Vs. K. Shreepathirao*, I find this summary:

On a true construction of the standing orders of the company it must be accepted that the respondent was governed by them. In view of the fact that he was covered by these standing orders and his discharge had been effected under the appropriate orders, the orders of the company would also be legal and effective.

I have not been able to see a report of the case, but, the summary given above does suggest that standing orders cannot be ignored and that they are binding and effective between the parties.

22. In the light of these decisions this writ petition would have to be allowed.

23. Mr. Lakshminarayana Reddi, the learned advocate for the first respondent, however argued that a Labour court is entitled to ignore the standing orders. This is how he developed his argument. The workers in an establishment and the management may have come to an agreement about the rates of wages and other conditions of employment. Nevertheless, it will be open to the workers to insist that these terms should be altered in their favour and raise an industrial dispute over it and should they do so the tribunal to which the question is referred under the Industrial Disputes Act can ignore the agreement between the parties and award better terms.

In support of this argument he referred to Sri Baktavatsalu Naidu, Industrial Tribunal Vs. The Chrome Leather Co. Ltd. and Another, . He also

laid special emphasis on the various passages quoted by Horwill J. from Ludling Teller and a publication of the I.L.O. called ""Conciliation and

Arbitration in Industrial disputes"" on page 122 of the report. This argument involves a misconception. It assumes that whenever a dispute is raised

the Labour court or the Tribunal is entitled to ignore all the agreements and engagements that have been entered into between the parties, however

lawful they may be. But this is not so at all.

When the dispute relates to the scale of wages or other terms of employment applicable to the employees generally or to a class of them, the

tribunal by its award can notwithstanding any prior agreements between the parties direct that higher wages should be paid or more amenities

should be provided. But, where the dispute relates to a particular individual and the question is whether he has been improperly dealt with, then

that question must be determined within the framework of the existing agreements and the existing rules. Employees can raise a dispute and ask

that the standing orders be amended. But till the standing orders are amended they hold the field and any disputes that may arise in individual cases

must be disposed of in accordance with the standing orders as they happen to be at the relevant lime. I do not consider that the Labour court can

ignore the standing orders.

24. Mr. Lakshminarayana Reddi next said that notwithstanding the provisions of standing Order 18(a) the management cannot terminate the

services of an employee except for misconduct. I can find no support to this argument anywhere. The decisions I have already referred to are

authorities for quite the contrary position. The general position is this: leaving out of account situations created by strikes and lock-outs a

management can put an end to the employment of a worker in the following ways:

(1) by dismissing him for misconduct. In that case a fair and proper enquiry will have to be held and the worker concerned given an adequate and

reasonable opportunity of defending himself (2) By retrenchment that is to say, by his services being terminated, on the ground that the staff is

surplus to the requirements. Vide the decision of the Supreme Court in Barsi

Railway Co. Ltd. v. Joglekar, 1957 1 LLJ 243: AIR 1957 SC 121.

where their Lordships held at page 252 (of Lab LJ): (at p. 132 of AIR):

retrenchment as defined in Section 2(oo) and as used in Section 25-F has no wider meaning than the ordinary, accepted connotation of the word:

it means the discharge of surplus labour or staff by the employer for any reason whatsoever, otherwise than as a punishment.

Where workers are retrenched they will be entitled to compensation in the manner provided for by the statute. (3) Lay off. This would be so to

speak temporary retrenchment. (4) Termination in conformity with the conditions of the contract between the parties.

25. All these are recognised and lawful forms of termination of services and I am not prepared to accept the contention of Mr. Lakshminarayana

Reddi that once a person becomes an employee he becomes an employee for ever.

26. Mr. Lakshminarayana Reddi finally contended that by virtue of Section 7 and item 1 of the second schedule of the Industrial Disputes Act, the

labour court could examine the propriety or legality of an order passed by an employer under the Standing Orders and that the present case was a

victimisation and unfair labour practice and in consequence subject to review by the labour court. This is how part of this aspect of the matter was

presented before the labour court. I quote paragraph 15 of the award:

It is common ground that though certain reasons are adumbrated in this letter which led to the management to come to a decision to terminate the

services of this worker Sri Varma, there was no show cause notice, charge, or inquiry held. It is this aspect, viz., that a worker has been sent out

of job, which the union considers as a capital punishment, without any sort of charge or enquiry that is relied upon by the union, in support of their

contention that there is clear victimisation of unfair labour practice.

This again is another way of saying that Varma was entitled to an inquiry before his services were terminated under Standing Order 18(a). But, as I

have tried to explain, under the Standing Order, the management was entitled to terminate the services of Varma by giving him the prescribed

notice or wages in lieu of notice. Besides, as I already stated, there is no evidence at all to support the contention that Varma was being victimised.

He was not being punished for what he did somewhere else and which the

management did not like. Nor was he being punished as a sort of reprisal for what the union or someone else did.

27. Mr. Lakshminarayana Reddi repeatedly complained that the termination of the services of Varma amounted to unfair labour practice. But he

did not explain in what respect it was unfair. His argument would require me to hold that practically every case of discharge or of an employee

would amount to unfair labour practice. Such a view cannot be supported. The power of the Labour court to examine the propriety or legality of

an order made under the Standing Orders is not sufficient to justify its interference in a case of this kind.

28. Rule nisi made absolute. No casts.