
(1976) 03 PAT CK 0008
In the Patna High Court
Case No : C.W.J.C. No. 500 of 1975

Rohtas Industries Ltd. and Another	APPELLANT
Vs	
Presiding Officer, Industrial Tribunal and Others	RESPONDENT

Date of Decision : 02-03-1976

Acts Referred:

Industrial Disputes Act, 1947 — Section 10, 10A, 11, 12, 13

Citation : (1977) 25 BLJR 85

Hon'ble Judges : S.K. Choudhuri, J;H.L. Agrawal, J

Bench : Division Bench

Final Decision : Dismissed

Judgement

S.K. Choudhuri, J.—Petitioner No. 1 a company registered under the Indian Companies Act, 1956 having its registered office at Dalminagar and petitioner No. 2 an Executive President and share holder of petitioner No. 1 have filed this writ for quashing the order dated the 3rd February, 1975 and also the dated the 6th February, 1975, being the two orders out of the many orders contained in annexure "11" to this writ application passed by the Presiding Officer, Industrial Tribunal, Patna. Bihar, respondent No. 1.

2. Shortly stated the case of the petitioners is that in terms of the decision of the Bihar (Central) Labour Advisory Board of the Government of Bihar, Department of Labour and Employment by its resolution dated the 23rd January, 1952 held a plebiscite on the 6th of April, 1956 to determine the representative character of the two rival unions, namely Rohtas industries Majdoor Sangh (respondent No. 3) and Dalmianagar Majdoor sewa Sangh (respondent No. 5) in which it was decided, to recognise respondent No. 3 as the representative union for the purpose of bargaining collectively on behalf of the workmen employed by the petitioner-company in terms of the aforesaid resolution, that is, in respect of the matters having general applicability to workmen of the petitioner-company. The petitioners have also stated that another union, namely, Rohtas Industries Staff Union (Respondent No. 4) is also a recognised union.

3. By notification dated the 7th of July, 1969 the State Government referred the State Government referred the dispute between the management of the petitioner-company (excluding sugar and cement factories) and their workmen represented by respondents 3 and 4 for adjudication to the Industrial Tribunal, Bihar, Patna (respondent No. 1) The terms of reference was as follows:

Whether the wage structure of the workmen should be revised? If so, what should be the revised wage structure and since when?

A true copy of the reference in same annexure "1" to the writ application. This reference was registered as reference case No. 60 of 1969 before the tribunal (respondent No. 1). Thereafter the tribunal issued notice to the petitioner-company and respondent 3 and 4, directing them to submit the names of other representatives in from E of Rule 14 of the Industrial Disputes (Bihar) Rules 1961. A statement of demand was sent by the government of the petitioner-company on 26.7.1969, a copy of which is made Annexure "2" to the writ application which according to the petitioner had formed the basis of another earlier reference case No. 18 of 1966 before the same tribunal, namely, respondent No. 1 in which the award was made according to the settlement arrived at between the parties on different dates. A copy of the letter dated the 13th August, 1966 with the enclosure containing the charter of demand is made Annexure "3" to the writ application. Thereafter it appears that three other unions representing different workmen belonging to the respective unions, namely, respondent No 5 Dalmianagar Majdoor Sewa Sangh, respondent No. 6, Dalmianagar Majdoor Union and respondent No. 7 Rohtas Karmachari Sangh were added as parties to the reference pending before the tribunal. The petitioner-company thereafter filed a written statement on 19.2.1970, in which inter alia it raised a preliminary legal objection of the maintainability of the reference case.

The petitioner has stated in the writ petition in the mean time the Government of Bihar by its resolution dated the 28th January, 1970 constituted a tripartite committee to advise the State Government for revision of the wage structure of workmen in all the units of the engineering industries in Bihar which were registered under Factories Act as Factories. The said committee unanimously arrived at a settlement on the 14th of March, 1970 (Annexure "4") in which all the engineering units in Bihar employing 251 workmen and above were given the benefits by increasing their wages. It was also said in the said settlement that if there was any, reference pending before any tribunal or conciliation officer in respect of wage revision the parties may approach such tribunal or conciliation officer to dispose of the matter in terms of the aforesaid settlement. It has been averred in the writ petition that the Engineering section of the petitioner-company had more than 251 employees. The petitioner-company has further pleaded that in pursuance of the aforesaid tripartite settlement there were certain conciliation settlements arrived at on 9.6.1970 and 10.8.1970 between the petitioner-company and the recognised unions, namely, respondents 3 and 4. The

petitioners have stated that the petitioner-company gave effect to the aforesaid settlement and a joint petition was (sic) before the tribunal, respondent No. 1. The said settlement, according to the petitioner was to remain in force for a period of five years with effect from 14th March, 1970 expiring on 13th March, 1975. The petitioners have further stated that in spite of the joint petition being filed before the tribunal, respondent No. 1, it did not pass any award in accordance with the said settlement. In spite of the said fact the petitioner-company implemented the aforesaid settlement and gave effect to it and also made payments to the workmen and staff of the engineering unit. Thereafter it appears that a strike notice was given by one of the recognised union, namely, respondent No. 3 demanding certain increase in the dearness allowance and in pursuance of which the workmen went on strike from 28.3.1973. Accordingly, the petitioner stated that to maintain harmonious industrial relation with these workmen it entered into a conciliation settlement with the recognised union, respondent No. 3 by giving certain increase in the wage of the workmen other than the workmen employed in the cement and engineering unit.

Thereafter it appears that several other settlements were also entered into between the petitioner-company and one or the other union, either recognised or unrecognised, under which certain benefits have been granted to the workmen. A list of such settlement is given in paragraph 26 of the writ petition which is as follows:

Sl.	No.	date	Particulars of the state- Workmen concerned	Date of filing ment.
			wage increase.	before Indus. Tribunal.

1.	4.3.1970	State level tripartite Engineering unit work-	Engineering settlement
men	12.6.70.	2.	9.6.70 Adopting State level Labour Category of En- Engineering settlement
gineering unit	12.6.70.	3.	10.8.70 do Staff factories of Engi- neering unit.
12.8.70.	4.	15.4.73	Conciliation settlement Labour category of work-
regarding wage struc-	men other than those	ture.	cement factory.
16.4.72.	5.	8.8.73	Regarding wage stru- Staff category of workmen ture. other than those
cement factory.	9.8.70.	6	24.8.73 Regarding wage struc- Labour category of work-
ture of Engineering men of Engineering unit	27.8.73.	workmen.	7.
24.8.73	Regarding wage struc-	Labour category of work-	ture. men other than those of Engineering unit and cement factory.
27.8.73.	8.	3.11.73	Regarding wages stru- Staff category of En- cture. gineering unit.
5.11.73.	4.	Two of the unions, namely, respondents 5 and 6 filed an objection to the aforesaid settlement before the tribunal (respondent No. 1) and a reply to the said objection was filed by the petitioner-company wherein inter alia it was submitted that in its opinion the union like respondents No. 5, 6 and 7 were incompetent to raise the disputes which could be done only by the recognised, union under the unanimous recommendation of the Bihar (Central) Labour Advisory Board's resolution dated the 21st March, 1968, a copy of which is made Annexure "10" to the writ application. It may be stated here that Annexures 5 to 9 are copies of joint petitions filed by the petitioner-company and the respective union with	

whom the petitioner-company made settlements praying therein to pass an award in accordance with the said settlements. It is stated in paragraph 31 that, one Kesho Prasad Singh purporting and pretending to act for respondent No. 4 filed a petition of objection to the compromise petitions jointly filed as stated above.

5. It appears from Annexure 11 which is a copy of the order sheet of the tribunal in the reference case in question that the tribunal on 30th of July, 1973 passed an order for hearing the matter on merits. It stated in the said order that the terms of settlement would be an element for consideration in determining the entire wage structure and directed the workmen to give evidence in support of their demands for revision of the wage structure. On a perusal of the orders of different dates, it appears that the petitioner-company inspite of the aforesaid order dated the 30th July, 1973 filed applications on different dates for passing order in terms of the settlements but those applications were rejected by the tribunal respondent No. 1 on the ground that it had already passed an order on 30th July, 1973 in that regard. 3rd February, 1975 is an order passed by the tribunal (respondent No. 1) rejecting the prayer of the petitioner-company to pass an award in terms of the settlement, namely, annexures 4 to 9 to the writ application on the petition filed by the petitioner-company. A copy of the said petition is made annexure 13 to the writ application. Similar order was passed by the tribunal on the 6th February, 1975 on a petition "filed by the petitioner company on 4th February, 1975. A copy of the petition dated the 4th February is made annexure "14" to the writ application. In the aforesaid circumstances the petitioner has filed the present writ application for the prayer as aforesaid.

6. A counter-affidavit has been filed on behalf of respondent No. 7 Rohtas Karamchari Sangh. In the said counter-affidavit the allegations made in the writ application regarding the binding nature of the settlement arrived at from time to time by the company with one union or the other have been denied and the settlements have been alleged to be conclusive and not in the interest of the workmen. It has also been alleged that the resolution of the Labour Advisory Board was merely of recommendary nature and not enforceable in law and that the management unilaterally changed the grades and rates of the dearness allowance from time to time to which workmen have no alternative but to accept under protest and respondent No. 7 also filed a petition before respondent No. 1 objecting to the terms of those settlements. A copy of the objection filed before the tribunal (respondent No. 1) is made annexure A to the aforesaid counter-affidavit.

7. Another counter-affidavit has been filed by respondent No. 3 Rohtas Industries Majdoor Sangh a recognised union according to the petitioner. In that counter-affidavit also respondent No. 3 has supported the reference as valid and that the said reference could not be disposed of in pursuance of the settlements arrived at from time to time which have no binding effect upon all the workmen of the petitioner-company. It further stated that there has been a long delay in filing

the present writ application because the impugned orders are merely repetition of the order which was passed by the tribunal (respondent No. 1) as far back as on 30th July, 1973 and therefore the petitioner-company ought to have moved this Court as early as possible from that date. It further stated that between the year 1960 and 1969 the petitioner company evaded the issue of wage structure on one pretext or the other though the prices of all commodities rose abnormally and the revision of wage structure in pursuance of the terms of agreement was held up by the petitioner-company. All the attempts to make settlement having failed the matter was finally referred for adjudication by the notification dated the 7th July, 1969. It denied other allegations made in the writ petition.

8. A supplementary affidavit has been filed by the petitioner-company on 9.12.1975. In that supplementary affidavit it has been alleged that another conciliation settlement with the workmen represented by respondent No. 4 was arrived at on 26th November, 1975, a copy of which is made annexure "17" to the said supplementary affidavit. It is further averred in the said supplementary affidavit that the settlement has been made on 27th November, 1975 before the tribunal, respondent No. 1 and a joint petition has also been filed on that date praying therein to pass an award in terms of the settlement, A further supplementary affidavit is filed on 14.1.1976 on behalf of the petitioner-company stating therein that on the 3rd January, 1974, the Government of Bihar by its resolution of that date constituted a State level Tripartite Negotiating Committee in Engineering Industry to review and revise the wage structure and such units of the Engineering Industry which were registered as factories under the Factories Act and in pursuance of the decision of the said committee a conciliation settlement was arrived at between the representatives of the employer and workmen of the Engineering Industry at the State level. It is further stated in the said affidavit that the petitioner-company filed a petition before the tribunal, respondent No. 1 on 29.7.1975 annexing thereof a memorandum of settlement arrived at in course of the aforesaid conciliation proceeding held on 9th July, 1975 in the matter of industrial dispute between the employees of the Engineering Industry of Bihar and their workmen with a prayer to pass an award in terms of the said settlement in respect of the workmen employed in the Engineering unit of the petitioner-company; The petitioner-company has further stated that ultimately on the 7th of January, 1976 a final settlement fixing wages of different categories of workmen employed in the Engineering Industries in Bihar was arrived at. A true copy of, the said settlement is made annexure "18" to this further supplementary affidavit. It is further stated in the said affidavit that on 14.1.1976, a copy of the annexure "18" has been filed before the tribunal (respondent No. 1) praying to pass an award in terms of the settlement dated 7.1.1976 and the Settlement dated 9.7.1975.

9. Mr. Govind Das, learned Counsel for the petitioner raised only one, point in support of the writ case, namely, that the conciliation settlement having been arrived at between the petitioner and one or the other of the union representing the workmen, the tribunal-respondent No. 1 ought to have given effect to this

conciliation settlements and passed an award in accordance with such settlements as laid down in the Industrial Disputes Act. He further contended that those conciliation settlements having binding effect upon the workmen concerned represented by different unions who are respondents 3 to 7, the objection made by the union-respondents could not be entertained in law and as such the impugned orders dated 3.2.1975 and 6.2.1975 by which the Tribunal after referring to its previous order dated 30.7.1973, decided to proceed with the case on merits, are illegal and liable to be quashed. Mr. B.C. Ghose, teamed Counsel appearing on behalf of respondent No. 3 on the other hand supported the impugned orders and contended that the tribunal was right in taking the decision that in the interest of all the unions and the management it would be desirable to hear the parties and decide the matter finally, of course the terms of settlement would be an element for consideration in determining the entire wage structure. He further contended that the alleged settlements with one or other of the unions not having been arrived at during the pendency of the conciliation proceeding, they have no binding effect upon all the workmen of the concerned establishment.

10. In support of the contention Mr. Govind Das, learned Counsel for the petitioners referred several Sections of the Industrial Disputes Act, 1947 (hereinafter to be called as "the Act"). It may be stated here that all the unions, except the union-respondent No. 6 made settlements with the petitioner-management deriving certain advantages as mentioned in these settlements. Strong reliance has been placed by learned Counsel for the petitioners upon Sub-section (1) and Sub-section (3) of Section 18 of the Act, the relevant portion which reads as follows:

18. Persons on Whom settlements and awards are binding—(1) A settlement arrived at by agreement between the employer and workmen otherwise, than in the course of conciliation proceeding shall be binding on the parties to the agreement.

X X X (3) A settlement arrived at in the course of conciliation proceedings under this Act or an arbitration award in a case where a notification has been issued under Sub-section 3(A) of Section 10A or an award of a labour Court, Tribunal or National Tribunal which has become enforceable shall be binding on:

(a) all parties to the industrial dispute;

(b) all other parties summoned to appear in the proceedings as parties to the dispute, unless the Board, Labour Court, Tribunal or National Tribunal, as the case may be, records the opinion that they were so summoned without proper cause;

(c) Where a party referred to in Clause (a) or Clause (b) is an employer, his heirs, successors or assigns in respect of the establishment to which dispute relates;

(d) Where a party referred, to in Clause (a) or Clause (b) is composed of workmen, all persons who were employed in the establishment or part of the establishment, as the case may be, to which the dispute relates on the date of the dispute, find all persons who subsequently become employed in that establishment or part

He also referred to the definition of settlement as defined in Section 2(P) of the Act which may be quoted here:

2 Definition in this Act, unless there is anything repugnant in the subject or context-

(P) "Settlement" means a settlement arrived at in the course of conciliation proceeding and includes a written agreement between the employer and workmen arrived at otherwise than in the course of conciliation proceeding where such agreement has been signed by the parties thereto in such manner as may be prescribed and a copy thereof has been sent to an officer authorised in this behalf by the appropriate Government and the conciliation officer.

Relying upon these two Sections, Mr. Das contended that the settlement, having been arrived at in course of the conciliation proceeding under the Act, shall be binding on all the parties. Thus the question that turns to be decided in this case is as to whether the settlement list which has been given in paragraph 26 of the writ application and the subsequent documents mentioned in the supplementary affidavits can be called a conciliation settlement with the meaning of Section 18 of the Act. It may be stated here that all the settlements that have been referred to above and settlements referred in the supplementary affidavits have been arrived at during the pendency of the reference case before the tribunal respondent No. 1. In order to appreciate the argument of Mr. Das it is necessary to see the scheme of the Act. Section 3 of the Act contemplates of the establishment of a "works committee" consisting of the representative of the employer and workmen engaged in the establishment whose duty is to promote measures for securing and preserving the amity and good relations between the employer and the workmen. If this works committee fails to bring any amicable settlement then the conciliation officers or the Board of Conciliation as the case may be intervenes to settle the disputes between the employer and the workmen. The working of the machinery is contemplated by the Sections beginning from Sections 3 to 5 12 and 13. If the conciliation machinery fails to bring about any settlement between the employer and the workmen then compulsory adjudication of the industrial disputes by the Labour Courts and Tribunals have been provided in the Act. When the question of compulsory adjudication of the industrial disputes arises then u/s 10 the appropriate government has been given a wide discretion to refer the matter to the Board, Labour Court or tribunal as the case may be. It is only after the reference is made u/s 10(1) of the Act that the proceeding commences and it is concluded by making of an award by the tribunal which becomes enforceable u/s 13(a). Thus from the aforesaid frame work of the Act it is clear that when the dispute has

been referred to the tribunal the stage for conciliation settlement has already passed and any settlement which would be made between the parties would be a settlement over which the tribunal only would have a jurisdiction to dispose of the same.

11. Not a single decision has been cited by Mr. Das which has taken the view that if a settlement is arrived at during the pendency of reference before the tribunal between the management and some of the unions who are parties before the tribunal leaving others, then such a settlement will bind all the workmen of the industrial concern. He, however, relied strongly upon Section 18 in support of his contention noted above. I have already quoted above Section 18 of the Act. Reading Section 18 of the Act which I have already quoted above it is clear that a provision has been made with regard to the settlements which are arrived at in course of the conciliation proceeding and also the settlements which are arrived at otherwise than in course of the conciliation proceeding. In the first type of cases the effect of such settlement has been indicated in Clauses (a) to (d) of Section 18(3) of the Act. In the latter type of cases however, the said Section 18(1) says that such settlement shall be binding on the parties to the agreement. It is manifest therefore, that Section 18(3) has extended operation beyond the parties to the settlement, whereas the settlement u/s 18(1) binds only the parties to the settlement. We are not concerned here in the present case about the applicability of Section 18(3) and therefore, the decisions which have been cited on the interpretation of Section 18(3) have no application at all. While enumerating the facts of the case in detail above, I have already indicated that all the settlements, without any exception were arrived at with one or the other of the union who are party-respondents before the tribunal (respondent No. 1) during the pendency of the dispute before the tribunal and it may also be noted that the union-respondent No. 6 was not a party in any of the settlements. The facts further show that when the conciliation proceeding was pending, that is, before the industrial disputes could be referred by the State Government u/s 10 of the Act, no settlement was arrived at between the employer and any of the Union far less a recognised union. In that view of the matter, in my opinion Section 18(1) of the Act applies and such a settlement, if arrived at bona fide, will be binding only on the parties to such settlement. Of course the tribunal (respondent No. 1) before whom all the settlements have been filed an awaiting orders of that tribunal, has complete jurisdiction over the matter to decide as to whether those settlement were arrived at bona fide and as to how far such settlements would bind the workmen concerned. The tribunal, I have already indicated has passed orders to the effect that it would take into consideration the settlement while passing final award by it, Keeping the aforesaid matters in mind I now proceed to discuss with the decisions cited at the Bar by learned Counsel for the petitioner.

12. Mr. Das has referred to the case of The State of Bihar Vs. D.N. Ganguly and Others, in support to his contention that the settlement arrived at in the present case are binding upon all the workmen concerned, but that case, in my opinion,

has no application to the facts of the present case. In that case the question involved for decision was as to where an industrial dispute has been referred to the tribunal for adjudication by the appropriate government u/s 10(1)(d) of the Act, can the said government supersede the said reference pending adjudication before the tribunal constituted for that purpose. In that case the dispute relating to 31 workmen, where referred to the tribunal to decide as to whether the dismissal of those workmen was justified, which was numbered as reference case No. 10 of 1954. Again another dispute relating to 29 workmen of the same employer was referred to the Tribunal which was numbered as reference case No. 1 of 1955. While those proceedings, which were consolidated by the tribunal, were pending before it and it made some progress, the Government issued another notification dated the 17th September, 1955 by which it purported to supersede the two earlier notifications to combine the said two disputes into one dispute. The dispute thus referred to was as to whether the dismissal of 60 workmen was justified or unjustified and to what relief if any those workmen were entitled to? The Supreme Court, after referring to the various provisions of the Act, decided that it was not permissible for the Government to supersede the reference by another notification. Mr. Das relied upon only one sentence from this reported decision appearing at page 640 column 2 namely "...there can therefore be no doubt that if an industrial dispute before a tribunal is amicably settled, the tribunal would immediately agree to make an award in terms of the settlement between the parties...." But this sentence in my opinion cannot be read aloof from what has been said with reference to the facts of that case. Thus in my opinion this case does not help the argument of the learned Counsel for the petitioner.

13. The next case relied upon was *The Sirsilk Ltd. and Others Vs. Government of Andhra Pradesh and Another*, In this case after the award was given by the tribunal and sent for publication to Government in accordance with the provision of the Industrial Disputes Act, a settlement was arrived between the parties and accordingly a letter was written to Government signed jointly by the parties intimating about the settlement and requesting the Government not to publish the award. On the Government having expressed its inability to withhold the publication, the matter came up before the High Court, who upheld the order of the Government holding that Section 17 of the Act was mandatory and it was not open to the Government to withhold the publication of the award sent to it by the tribunal. The Supreme Court while accepting the contention that Section 17 was mandatory held that such settlement comes u/s 18(1) and is binding between the parties. It noticed a conflict between Sub-section (1) and Sub-section (3) of Section 18 and held that in such a situation in order to reconcile the said two sub-sections of Section 18, the State Government would withhold publication of the award as binding settlement has already come into force. Thus this decision also has no application to the present case.

14. The next case referred to was *Ramnagar Cane and Sugar Co. Ltd. Vs. Jatin Chakravorty and Others*, That was a case where the question involved about the

construction and the effect of the provision of Section 22(1)(d) of the Act. In that case on the allegation that strike was commenced during the currency of settlement arrived at in the course of conciliation proceeding, a criminal complaint was filed against eleven persons. It was held in that case that strike was commenced when the conciliation proceeding was pending and as such the Supreme Court in appeal by special leave set aside the order of acquittal passed by the High Court and convicted the eleven workmen concerned who were involved in the strike, it held as follows:

In our opinion the pendency of the conciliation proceeding between the appellant and the employees union attracts the provision of Section 22(1)(d) of the strike in question and makes the said strike illegal u/s 24(1)(i) of the Act. If the strike is illegal it follows that respondents have taken part in subversive activity as defined in Section 2(a)(e) of the West Bengal Security Act and as such they committed the offence punishable u/s 11 of the Act.

I fail to appreciate how this case has application to the facts of the present case.

15. The next case for discussion is Eastern Manganese and Mineral, Ltd. Vs. Industrial Tribunal (Central) and Others, . It is a Bench decision of this Court. Mr. Das relied again upon a sentence of this decision where it has been stated that the tribunal was bound to make an award in terms of the settlement. But the paragraph in which that sentence appears is a complete answer to the contention of the learned Counsel for the appellant. The said paragraph runs as follows:

Sri Ranen Roy, learned Counsel for the petitioner urged that there was no industrial dispute after the matter was settled between the employer-petitioners and the union, opposite party 1 at whose instance the industrial disputes was raised, and reference to the tribunal u/s 10A of the Act was made by the Central Government. An agreement (Annexure B) duly signed by the manager of the management and the secretary of the Abrakh Mazdoor Union together with an enforcement by the Assistant Labour Commissioner (Central), Hazaribagh, was filed before the tribunal on the 26th February, 1966. Sri Ranen Roy submitted that after the tribunal was apprised of the settlement of industrial dispute between the employers and the Abrakh Mazdoor Union the tribunal was bound to make an award in terms of the settlement. There is a good deal of force in this contention.

Thus this decision is also distinguishable.

16. The next case for discussion is Management of the Tiruchi, Srirangam Transport Co. (P) Ltd. Vs. Industrial Tribunal and Others, . It is a decision of a single Judge of that Court. In this case two unions representing different sets of workmen of the same establishment raised disputes separately of identical nature. When the matter was pending before the conciliation officer, a settlement was arrived at between the employer and one of the unions without reference to other union who was not even a party to the settlement. After discussing the relevant provision of the Act it has been held in that case that such settlement

would not automatically bring an end of the conciliation proceeding with regard to the other union and it would not be binding on all the workmen of the establishment. In such a situation settlement would have to be arrived¹ at with the entire body of workmen who were parties to the dispute either by themselves or through their unions before the same officer, so as to make the settlement within the ambit of Section 18(3) of the Act. This decision thus does not in any way help the petitioners rather it goes against them.

17. The next case relied upon is *Buckinham and Carnatic Co. v. Commissioner of Labour and Chief Conciliation Officer* AIR 1964 Mad 536 From this decision reliance was placed on paragraph 27 where Section 18(3) of the Act has been dealt with. Reference was also made to Section 32 of the Act which indicated a distinction between Sub-section (1) of Section 18 of the Act Sub-section (3) of the said section. In that paragraph it has been stated that Section 18 makes a distinction between a case of settlement without aid of a recognised official agency and the one arrived at with the help of it. It has been indicated in that paragraph that the settlement u/s 18(1) will bind only the parties thereof. I do not find anything in this decision to support the contention of the learned Counsel for the petitioner.

18. Learned Counsel appearing on behalf of respondent No. 6 however referred to the case of *Monthly-rated Workmen of Pierce Leslie and Co. Ltd., Cochin Vs. Labour Commissioner and Chief Conciliation Officer, Kerala State, Trivandrum and Others*, , in support of the proposition that if a settlement is arrived at in the course of the conciliation proceeding with one union representing some of their workmen it would not bind the other union who represented other workmen. He contended, therefore, that learned Counsel for the petitioner was not correct in contending that the aforesaid settlement arrived at between some of the parties to the reference case will bind all the workmen of the employer. It is not necessary for me to go into this question because in the present case no settlement was arrived at during the conciliation proceeding.

19. It was indicated by Mr. B.C. Ghose, learned Counsel appearing on behalf of the respondents 3 and 4 that the petitioner has come to this Court very late and that is also another ground for dismissing the writ application. He drew our attention to the order dated the 30th July, 1973 and pointed out that by that order the tribunal decided to proceed with the case on its merits when the terms of settlement would also be taken into consideration by it. He contended that the impugned orders dated 3.2.1975 and 6.2.1975 are merely repetition of the previous order and therefore the petitioner must be held to have approached this Court much late. No reasonable explanation has been given by the petitioner as to why they did not move this Court when the order dated the 30th July, 1973 was passed. It appears that the submission made by Mr. Ghose is correct.

20. However I have decided the case on merits also on the basis of the argument advanced by both sides and for the reasons recorded by me above I do not find any reason to interfere with any of the impugned orders.

21. In the conclusion I hold that the argument of Mr. Das has no" substance and cannot be accepted and that put forward by Mr. Ghose is well founded.

22. In the result, the application is dismissed with costs: Hearing fee Rs. 250/-.

H.L. Agrawal, J.

I also agree-that this application must, be dismissed.