



AGK

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
CIVIL APPELLATE JURISDICTION**

**WRIT PETITION NO.5787 OF 2008**

**Adil Patel**, Age 55 years,  
R/o. 20, Dhunjibhoy Building,  
7 Lady Pochkhanwalla Road,  
Off. Sleater Road, Mumbai 400 007

... Petitioner

Digitally  
signed by  
ATUL  
GANESH  
KULKARNI  
Date:  
2026.01.29  
12:20:32  
+0530

**V/s.**

**1. Tata Iron & Steel Company,**  
A company incorporated under  
the Companies Act.

**2. J. C. Bham,**  
The Company Secretary,  
The Tata Iron & Steel Company,  
Bombay House, 24 Homi Modi  
Street, Fort, Mumbai 400 023

... Respondents

Ms. Seema Chopda for the petitioner.

Mr. Lancy D'Souza with Mr. Hemant Telkar for the  
respondents.

**CORAM : AMIT BORKAR, J.**

**RESERVED ON : JANUARY 23, 2026**

**PRONOUNCED ON : JANUARY 29, 2026**

**JUDGMENT:**

**1.** The present writ petition under Articles 226 and 227 of the Constitution of India seeks to challenge the Judgment and Order dated 28 March 2008 passed by the Industrial Court, Mumbai in

Complaint (ULP) No.246 of 2003.

2. The material facts are as follows. The petitioner joined the service of respondent No.1 company on 16 July 1979 as an Accountant Assistant. The services of the petitioner came to be illegally terminated by the respondents with effect from 10 March 1986. This led to multiple rounds of litigation before the Labour Court, the Industrial Court and this Court.

3. Pursuant to the Judgment and Order dated 15 February 1994 passed by this Court in Writ Petition No.4854 of 1991 filed by the petitioner challenging the order of the Labour Court, the petitioner was reinstated to his original post with effect from 23 June 1994 by office order dated 28 June 1994. The petitioner received an amount of Rs.2,20,706 as 50 percent back wages for the relevant period. As per service conditions, the petitioner received cash benefits of food coupons, leave salary and reimbursement of medical expenses at par with other employees for the period of forced unemployment. However, the petitioner was not placed in proper seniority in spite of the direction granting continuity of service. The petitioner also did not receive shares and debentures issued on preferential basis from the employees' quota, though other eligible employees received the same.

4. The respondents challenged the said order by filing Appeal No.128 of 1994. The appeal came to be finally dismissed by this Court by Judgment and Order dated 30 November 2001. The respondents were further directed to fully comply with the directions issued by the learned Single Judge.

5. As the respondents did not comply with the aforesaid directions, the petitioner filed Complaint (ULP) No.246 of 2003 under Sections 9 and 10 of Schedule IV of the Maharashtra Recognition of Trade Union and Prevention of Unfair Labour Practices Act, 1971 before the Industrial Court, Mumbai.

6. The Industrial Court partly allowed the complaint. The respondents were directed to place and fix the petitioner in his proper place in the seniority list of Junior Accountants. However, the Industrial Court held that the petitioner was at liberty to approach the appropriate forum for the claim relating to shares and debentures. Till date, the petitioner has not been placed in proper seniority and has not received consequential arrears of revised wages, which amounts to willful non-compliance and contempt of the order of the Industrial Court. The respondents have not challenged the part of the order directing placement of the petitioner in proper seniority.

7. Learned advocate for the petitioner submitted that the respondents replied to the petitioner's advocate notice by stating that the petitioner had not applied for shares and debentures during the period of his forced unemployment. This reply was given even though the petitioner had not given up his rights. The petitioner has placed on record correspondence addressed to the management requesting supply of the pink form which was required for applying for shares and debentures issued to employees of the company. The petitioner relies upon the judgment of the Rajasthan High Court in *Hindustan Zinc Limited vs Jialal Kapur*, 1987 Lab IC 942. She also relies upon the

judgment of the Supreme Court in *Bhawna Vaja vs Solonki Hanuji*, AIR 1972 SC 1371, and *Punjab National Bank vs K.L. Kharbana*, AIR 1963 SC 487.

8. Learned advocate for the petitioner submitted that the Industrial Court was the only proper forum for claiming consequential benefits under Section 9 of the Act once an award or order was passed and not complied with. She submitted that the term consequential benefits is wide. It includes all benefits which an employee receives during employment by way of service conditions or otherwise and which can be calculated in monetary terms. According to him, the claim of the petitioner was not rejected on merits. The Industrial Court only directed the petitioner to approach some alternate forum or seek interpretation from this Court since the original order was passed by this Court. The Industrial Court refused to entertain the claim only on the ground that contempt proceedings were not filed in this Court, as the original order was passed by this Court.

9. Learned advocate for the petitioner submitted that under Section 9 of the Act, the Industrial Court acts like an executing court. According to him, the Industrial Court has wide powers to execute an order whether passed by itself or by this Court. She submitted that an award includes an order and it is not necessary that the award must be passed under the Industrial Disputes Act. She submitted that the petitioner had invoked Section 9 only for non grant of service benefits to which he was entitled owing to continuity of service and consequential benefits. She submitted that no new right was being claimed. It was only execution of an

existing right of an employee.

10. The petitioner, therefore, submitted that he has been running from pillar to post for 30 years. He prayed that the writ petition be allowed and that costs be imposed upon the respondent company for not complying with the directions of this Court in their true letter and spirit.

11. Learned advocate for the respondents submitted that according to the complainant, he was entitled to receive shares and debentures issued to employees during the period of his forced unemployment. According to the respondents, the petitioner was not in employment at the relevant time. One of the conditions for supplying the application for issue of shares and debentures was that the applicant had to be in employment. He submitted that issue of shares and debentures was not covered by any order passed by this Court. He pointed out that in paragraph 23 of his cross-examination, the complainant admitted that at the time of allotment of shares and debentures, he was not in employment of the respondents. He also admitted that the application was not given to him since he was not an employee at that time. The company had informed him of this by its letter dated 7 June 1989. He further admitted that factually he was not entitled to shares and debentures at that time.

12. It was submitted that this issue was not raised before this Court by the complainant. The allotment of shares and debentures was not part of the order passed by this Court. It was also not covered by any award, settlement or agreement between the

parties. The complainant had not produced any document to show that receipt of shares and debentures was part of his service conditions or his letter of appointment. According to the respondents, the claim for shares and debentures was not an existing right. It required full adjudication on entitlement which could not be decided under Item 9 of Schedule IV of the MRTU and PULP Act. Granting such a relief would create a new right in favour of the complainant. According to the respondents, this was not permissible within the limited jurisdiction of the Industrial Court under the Act.

**13.** Learned advocate for the respondents submitted that if any party wants to claim something which is not covered by an order of any Court, such party must approach that Court and not any other forum. He submitted that under Item 9 of Schedule IV of the MRTU and PULP Act, the Industrial Court can only examine whether there is non implementation of a settlement, agreement or award. He submitted that the Industrial Court has no power to interpret the orders passed by this Court.

**14.** He further submitted that if any party commits breach of an order passed by this Court, such party must face contempt proceedings before this Court. According to him, for non implementation of an order passed in a writ petition, a complaint under Item 9 was not maintainable except for claiming seniority based on date of appointment.

**15.** Learned advocate for the respondents submitted that the complainant failed to show that he had an existing right to claim

compound interest and shares and debentures. He submitted that these claims were not covered by any order passed by this Court. Granting such relief would amount to creation of a new right without adjudication. According to him, such claims could not be granted under Item 9 of Schedule IV of the Act. Hence, the claims for compound interest and shares and debentures were rejected. The complainant was given liberty to approach the appropriate forum to claim the shares and debentures. However, the respondents were directed to place the complainant in his proper place in the seniority list of Junior Accountants.

16. He relied upon the judgment of this Court in *Associated Cement Staff Union, Mumbai vs State of Maharashtra and Others*, 2008 SCC OnLine Bom 1202 and the judgment of the Supreme Court in *A.P. State Road Transport Corporation and Others vs Abdul Kareem*, (2005) 6 SCC 36.

#### **Analysis:**

17. On the pleadings and record the following facts are proved or admitted (i) This Court ordered reinstatement with continuity of service in 1994. (ii) The respondents' appeal was dismissed in 2001 with a direction to comply. (ii) The Industrial Court directed placement of the petitioner in the seniority list. That direction was not challenged by the respondents. (iv) The respondents have not complied with the Industrial Court direction or with the earlier orders of this Court regarding continuity of service and seniority.

18. Item 9 of Schedule IV of the 1971 Act empowers the Industrial Court to hear complaints of unfair labour practices and

to decide issues of non-implementation of awards, settlements or agreements. That power extends to execution or enforcement of existing rights deriving from awards, settlements or court orders which fall within the scope of the Act. The object is to provide an expeditious labour forum for execution of existing labour rights. The Industrial Court is not, however, a forum to create fresh rights which require full evidence, detailed contractual interpretation and independent adjudication beyond the record. Where entitlement to a benefit turns on contractual terms, documentary proof or facts that are not already crystallised in an award, settlement or prior order, the Industrial Court should not grant relief that effectively creates a new substantive right without hearing the full dispute in an appropriate forum.

19. The petitioner's claim for shares and debentures depends on proving that such allotment formed part of his service conditions or that he had valid entitlement at the time of allotment. The respondents have produced evidence and cross-examination admissions that the petitioner was not in employment at the time of allotment and that the company's rule for allotment required the applicant to be in employment. The petitioner has placed correspondence showing requests for the application form. Those letters show the petitioner sought to participate. They do not, however, establish an antecedent right to allotment. The Industrial Court therefore correctly held that the claim for shares and debentures required adjudication in an appropriate forum where entitlement and the relevant contractual or statutory conditions can be fully examined. Granting shares on the present record



would amount to creating a new right. That is outside the proper scope of Item 9 on these facts.

20. On the question of compound interest the petitioner has not produced a clear legal basis showing that compound interest formed part of any award or prior direction. The claim for compound interest would again require fresh adjudication unless it follows from a specific order. The Industrial Court therefore correctly declined to grant compound interest on the present record.

21. For the reasons stated, I pass the following orders.

22. The writ petition is dismissed.

23. No order as to costs.

**(AMIT BORKAR, J.)**