

KAMS060000942023



BEFORE THE INDUSTRIAL TRIBUNAL AT MYSURU

Dated this the 18th day of August 2025

Present:- **Smt.Sandhyarao.P**, B.Sc., LL.B.
Presiding Officer,

REFERENCE NO.54 OF 2023

First Party:

- 1) Sri. Mallikarjuna K.C,
Sl.No.86, Emp. No.40106628,
- 2) Sri. Umesha.M,
Sl.No.14. Emp.No.40400060,

Represented by the General Secretary,
M/s. A.T. & S India Pvt. Ltd. Employees'
Association, No.442/7-A, III Floor,
D.Subbaraih Road, Mysuru-04.

[By Sri.P.P.Baburaj, Advocate]

-Vs-

Second Party:

M/s. A.T. & S India Pvt. Ltd.,
K.I.A.D.B.Industrial Area,
Nanjangud,
Mysuru District.

[By Sri.J.Purushotham, Advocate]

AWARD

This Industrial Dispute is referred by the Government of Karnataka by an Order No.LD-IDM/537/2023/L.D.DO.6.L.S dated 15-09-2023 under Section 10(1)(d) of the Industrial Disputes Act, 1947 (for short, '**the Act**') for adjudication of the following Points of Reference:

1. ಆಡಳಿತವರ್ಗದವರಾದ ಮೆಃ ಎ ಟಿ & ಎಸ್ ಇಂಡಿಯಾ ಪ್ರೈ. ಲಿ., ಕೆ.ಐ.ಎ.ಡಿ.ಬಿ. ಇಂಡಸ್ಟ್ರಿಯಲ್ ಏರಿಯಾ, ನಂಜನಗೂಡು, ಮೈಸೂರು ಇವರು ಪ್ರಧಾನ ಕಾರ್ಯದರ್ಶಿ, ಎ ಟಿ & ಎಸ್ ಇಂಡಿಯಾ ಪ್ರೈ. ಲಿ. ಎಂಪ್ಲಾಯೀಸ್ ಅಸೋಸಿಯೇಷನ್, ನಂ.442/7 ಎ, 3 ನೇ ಮಹಡಿ , ಡಿ ಸುಬ್ಬಯ್ಯ ರಸ್ತೆ, ಮೈಸೂರು-04, ಇವರಿಂದ ಪ್ರತಿನಿಧಿಸಲ್ಪಡುವ ಅನುಬಂಧ-01ರಲ್ಲಿ ಲಗತ್ತಿಸಿರುವ ಶ್ರೀ ಪ್ರವೀಣ್ ಕೂಮಾರ್ ಆರ್ ಹಾಗೂ ಇತರೆ 94 ಜನ ಕಾರ್ಮಿಕರಿಗೆ ಕಳೆದ 12 ವರ್ಷಗಳಿಂದ ಬೋನಸ್ ನೀಡದಿರುವ ಕುರಿತು ಕಾರ್ಮಿಕರ ಪರವಾಗಿ ಕಾರ್ಮಿಕ ಸಂಘದವರು ಸಾಬೀತುಪಡಿಸುವರೇ ?
2. ನ್ಯಾಯಸಮ್ಮತವಾದಲ್ಲಿ, ಆಡಳಿತವರ್ಗದವರಾದ ಮೆಃ ಎ ಟಿ & ಎಸ್ ಇಂಡಿಯಾ ಪ್ರೈ. ಲಿ., ಕೆ.ಐ.ಎ.ಡಿ.ಬಿ. ಇಂಡಸ್ಟ್ರಿಯಲ್ ಏರಿಯಾ, ನಂಜನಗೂಡು, ಮೈಸೂರು ಇವರು ಪ್ರಧಾನ ಕಾರ್ಯದರ್ಶಿ, ಎ ಟಿ

& ಎಸ್ ಇಂಡಿಯಾ ಪ್ರೈ. ಲಿ. ಎಂಪ್ಲಾಯೀಸ್ ಅಸೋಸಿಯೇಷನ್,
 ನಂ.442/7 ಎ, 3 ನೇ ಮಹಡಿ, ಡಿ ಸುಬ್ಬಯ್ಯ ರಸ್ತೆ, ಮೈಸೂರು-04,
 ಇವರಿಂದ ಪ್ರತಿನಿಧಿಸಲ್ಪಡುವ ಅನುಬಂಧ-01ರಲ್ಲಿ ಲಗತ್ತಿಸಿರುವ ಶ್ರೀ
 ಪ್ರವೀಣ್ ಕೂಮಾರ್ ಆರ್ ಹಾಗೂ ಇತರೆ 94 ಜನ ಕಾರ್ಮಿಕರಿಗೆ
 ಕಳೆದ 12 ವರ್ಷಗಳಿಂದ ಬೋನಸ್ ನೀಡದಿರುವುದು
 ನ್ಯಾಯಸಮ್ಮತವೇ?

3. ಹಾಗಲ್ಲದಿದ್ದಲ್ಲಿ, ಸದರಿ ಕಾರ್ಮಿಕರು ಯಾವ ಪರಿಹಾರಕ್ಕೆ
 ಅರ್ಹರು?

2. In response to notices issued by this Tribunal, both parties appeared before this Tribunal through their counsels and filed their respective claim and counter statements respectively.

3. As per the claim statement of the first party workmen, they have been working as operators for the last 12 years in the second party company in various departments. In 2017, some technical trainees were employed as fixed term employees for 2 years and others were continued as technical trainees. However, the first party workman have never been paid bonus amount as per the amended Act.

Despite several representations, the second party has not positively responded to the demands of the first party workman. They have not been paid bonus from the year 2009-10 till 2013-14. It was only in the year 2014-15, the second party has started to pay bonus to all the workmen. The first party workmen are not getting wages in accordance with the minimum wage fixed for the industry. Hence, from the year 2015-16, if the bonus is calculated as per the fixed minimum wages, despite payment of bonus to the workmen, there is an deficit amount to be paid to each workmen. In respect of all the employees of the first party union is liable to pay deficit bonus amount to the tune of Rs.43,93,593/-. On these and other grounds, the first party Labour Union prays to allow the Reference.

4. The second party Management has filed its counter statement by contending that, the claim statement filed by the first party union is not maintainable as the list of employees, who come under the Payment of Bonus Act and eligible employees have not been furnished. Furthermore, the second party has entered into a long term wage

settlement with the first party union, wherein both the parties have agreed that the bonus disbursed by the management in whatever the name and format, shall be construed as bonus only. The second party has not violated any of the provisions of Payment of Bonus Act as contended by the first party workmen and it has paid the bonus in accordance with law. Therefore, the second party prayed for rejection of the Reference.

5. Such being the case, both the counsels have now filed 2 separate joint memos, with regard to the settlement entered into between the second party management and the first party employees cited at Sl.No.14, Umesh.M and Sl.No.86 Sri.Mallikarjuna and have submitted that the dispute in respect of the said employees of the first party union and the second party management has been settled in terms of the memorandum of settlement enclosed along with the joint memos and therefore prayed to pass an award accordingly.

6. Heard arguments on both sides and perused the Joint Memo in the background of the Reference made by the Government of Karnataka.

7. My findings on the above Points of Reference are as follows:

Point No.1 & 2: **Does not survive for consideration in view of settlement.**

Point No.3: **As per final order** for the following-

REASONS

8. **Point No.1 & 2:** Both points are inter-connected, hence they are taken up together for discussion to avoid repetition of facts.

The first party workmen cited at Sl.No.14, Umesh.M. and Sl.No.86 Sri.Mallikarjuna have entered into individual memorandum of settlements with the second party management on 06.02.2025 and the same has been registered in accordance with law and submitted before the Deputy Labour Commissioner & Conciliation Officer, Region-II, Karmika Bhavana, Bannerghatta Road, Bengaluru. As per the memorandum of settlement, the first

party workmen stated supra have agreed to accept an ex-gratia amount of Rs.5,00,000/- each towards the full and final settlement of all their claims with the second party and thereby have ended their employment with the second party. The contents of the aforesaid joint memos and memorandum of settlement enclosed were admitted by the first party workmen entering into the settlement and the second party.

9. After hearing both sides and perusing the joint memos and the memorandum of settlements, this Tribunal is satisfied with the lawfulness of the settlement between the first party employees at Sl.Nos.14 and 86 and the second party. In view of the aforesaid settlements between the aforesaid employees of the first party Union and the second party, the present Reference is liable to be disposed of in respect of the said employees in terms of the joint memos filed before this Tribunal. Hence, in the light of the above discussion and the settlement between the parties, Points No.1 & 2 '**does not survive for consideration**' and hence the following:

INTERIM AWARD

- 1. The Reference in respect of Sl.No.14, Umesh.M and Sl.No.86, Sri.Mallikarjuna K.C. of the first party Union, is partly allowed in terms of the Joint Memos dt. 30.07.2025, filed by them and the second party.**
- 2. Joint Memo shall form part and parcel of this Award.**
- 3. Parties to the joint memo shall bear their own costs.**
- 4. Send copy of this interim award with copies of Joint Memos dated 30.07.2025 to the Government of Karnataka for publication.**
- 5. The proceedings of this case will be continued in respect of the remaining 16 members of the first party Union.**

(Dictated to the stenographer, directly typed by her over the computer, corrected, printout taken, signed and pronounced by me in the Open Court on this the **18th day of August, 2025**)

(SANDHYA RAO.P)
Presiding Officer,
Industrial Tribunal, Mysore

ANNEXURE**LIST OF WITNESSES EXAMINED ON BEHALF OF THE FIRST PARTY:**

Nil

LIST OF WITNESSES EXAMINED ON BEHALF OF THE SECOND PARTY:

Nil.

LIST OF DOCUMENTS MARKED ON BEHALF OF THE FIRST PARTY:

Nil

LIST OF DOCUMENTS MARKED ON BEHALF OF THE SECOND PARTY:

Nil

(SANDHYA RAO.P)
Presiding Officer,
Industrial Tribunal, Mysore