MHIC120002542026

IN THE COURT OF MEMBER, INDUSTRIAL COURT NO.1, PUNE.

Presided Over by Smt.Tejal Amitab Sawant, Member

Complaint (ULP) No. 106/2026

Swabhimani Shramik Kamgar Sanghatana
Gat no.5, MOI Khed, Pune 410501 … Complainant

VERSUS

Mahindra Logistics Ltd.
Mahindra and Mahindra Plot No. A-1,
Phase 4, Chakan, Khed, Pune 410501 … Respondent

Appearances :-
Advocate for the complainant : Mr. V.N. Jadhav & Smt. M.V. Jadhav
Advocate for the respondent : Mr. A.R. Joshi

ORDER BELOW EXH. U-2
(Delivered on -13-08-2026)

1. The complainant Union filed the complaint alleging that the Respondents have not complied with Clause 7 of the memorandum of settlement agreement dated 2/3/2026 and have not deducted Rs. 15,500/- from the wages of the workmen and remitted it to the complainant Union's bank account as per Clause No. 7 of the settlement agreement dated 02/03/2026 between the Union and the Respondent. The memorandum of settlement is for settling the wage rise and the terms and conditions of the workers in the factory from

the period from October 2018 to March 2022 and September 2022 to February 2026. There is a clause of the Union contribution amount's deduction in the name of the Union and the respondent had deducted the said amount from the wages of the workers who signed the undertaking of the agreement or got benefited from the settlement and had credited the said amount to the complainant Union. The respondent had consistently implemented such clauses in earlier settlement without any dispute. The last settlement ended in the year 2025. Thereafter the Union submitted charter of demands dated 28/09/2025 to the respondent and after discussion, they signed the memorandum of settlement u/S. 18(1) read with Section 2(p) of the I.D. Act and Rule 62 of the Industrial Disputes Bombay Rules, 1957 on 02/03/2026. The representatives of the complainant Union and the respondent company signed the memorandum of settlement and agreed to abide by the same fully. As per the said settlement, the complainant Union has successfully negotiated wage rise of Rs. 15,500/- for the workmen for the settlement period from March 2026 to March 2029, apart from other demands. As per Clause No. 7, it was agreed between the parties that the respondent would deduct fixed wage rise Rs. 15,500/- from the workmen's salary from the March 2026 salary and the amount would be transferred by the company to the bank account of the Union through RTGS. Despite the same, the respondent has deliberately failed to deduct the agreed Union contribution and transfer the same to the account of the Complainant Union. Such failure amounts to non-implementation of the binding settlement and constitutes unfair labour practice under Item 9 of the Act. They have enclosed Annexure I containing 416 members of the Union who accepted the settlement and the said workers have authorized the deduction of the agreed contribution in terms of Clause No.7. The Union has made representation to the HR-Manager of the Company by letter dated 28/04/2026, 15/05/2026 and 02/06/2026 requesting them to fulfill clause No.7. However, the company did not do the same and continued to violate the terms of the settlement. The union has a good case on merit. Balance of convenience is in their favour. Irreparable loss would be caused to them if the interim relief application is rejected. It is therefore, prayed that the application be allowed and respondent be directed to implement Clause No. 7 of the Settlement dated 02/03/2026 and remit the entire amount immediately.

2. The respondents filed their Say and Written Statement below Exh. C-2. It is submitted that they have not engaged in any unfair labour practices as alleged. They have acted in good faith and in accordance with law. The non-deduction of the Union contribution amount under Clause No.7 of the memorandum of settlement dated 02/03/2026 was neither intentional, deliberate or willful. They have implemented the entire settlement besides Clause 7. The non-implementation of Clause 7 was necessitated due to serious internal rivalries, disputes and conflicting claims amongst the leadership/representatives of the complainant Union. The respondents were approached with conflicting instructions and representations regarding representation, office bearers and entitlement to receive funds. In view of the on-going internal dispute within the Union, the respondent company deemed it necessary to hold the deduction in abeyance temporarily to ensure the workmen' hard earned wage rise are not remitted to unauthorized hands or subjected to litigation among rival leaders. The company never refused or denied its obligation to implement the terms of the settlement dated 02/03/2026. They are willing and ready to deduct

and remit the specified amount, the moment the internal dispute with the Union is resolved and the Union provides a clear unanimous indemnity and assurance to the management regarding the legitimate office bearers entitled to receive the funds. The union has received the undertaking cum declaration form accepting the terms of settlement from 410 employees. Out of the remaining 6 employees, 4 have resigned and they have been relieved. 2 employees have been dismissed after holding domestic enquiry. These six employees have not given the undertaking. They have not engaged in any unfair labour practices. The complainant Union has failed to establish a prima facie case, balance of convenience is not in their favour, it is therefore, prayed that the application be rejected.

3. Following points arise for my determination, and I answer the same as follows:

	POINTS	**FINDINGS**
1]	Whether the Complainant proves that he has a very strong *prima facie* case in his favour?	**As per order**
2]	Whether the balance of convenience is in favour of the Complainant?	**As per order**
3]	Whether the Complainant will suffer irreparable loss if the present application is rejected?	**As per order**
4]	What order?	**Application is allowed.**

REASONS

4. I have heard both the Ld. Advocates. Both have submitted as per the material on record.

5. It is an admitted position between the parties that settlement agreement under Section 18 read with 2(p) of the I.D. Act is entered and executed between the company and the respondent Union. As per provisions of Section 18 of I. D. Act, 1947, the said settlement is binding upon both the parties. Copy of the settlement agreement is filed on record by the complainant Union below list Exh. U-4 Sr. No.4. As per Clause No. 7 of the said agreement, the union had demanded for contribution from the fixed wage rise amount and accordingly the fixed wage rise amount of Rs. 15,500/- was decided to be deducted from the workmen' salary of March-2026 and to be transferred by the Company to the Bank Account of the Union through RTGS. It is the contention of the respondent company since there were some internal disputes between the internal union hence, they had not deducted the amount and transferred it to the bank account of the Union. From the material on record, it appears that the respondent company has filed on record undertaking given by the 410 workmen and the declaration and undertaking states that the workmen accept the settlement agreement in its entirety and shall be bound by the terms and conditions stipulated therein. It is the contention of the respondent that 4 workmen have resigned and they have been relieved from the services and two employees are dismissed after holding domestic enquiry against them. These six employees have not given the undertaking. The complainant Union has not disputed the contention of the respondents with respect to those six employees. Therefore, from the material on record, it appears that the respondents are ready to implement Clause No.7 of the Settlement agreement dated 02/03/2026, which is the relief sought for by the Complainant union in their present interim relief application. In view of the same, I answer the above points accordingly and pass the following order :-

ORDER

1) The application for interim relief stands allowed.

2) The respondents are hereby directed to forthwith implement Clause 7 of the settlement agreement dated 02/03/2026 and deduct Rs. 15,500/- each from the August 2026 salary of 410 employees who have submitted undertaking and declaration to the company and remit the entire amount in the bank account of the Union.

3) No order as to costs.

TEJAL AMITAB SAWANT

Digitally signed by TEJAL AMITAB SAWANT
Date: 2026.08.14 18:05:21 +0530

Date : 13-08-2026

(**Smt.Tejal Amitab Sawant**)
MEMBER,
INDUSTRIAL COURT NO.1, PUNE.

amj/-