

**BEFORE SMT. A. C. RAUT, MEMBER,**  
**INDUSTRIAL COURT, MAHARASHTRA MUMBAI**



**COMPLAINT (ULP) No. 233 of 2025**  
**(CNR No. MH1C01-000517-2025)**

Vilas Vichare and Ors., ... **Complainant.**

**Versus**

M/s. Harilal Jaichand Doshi  
Ghatkopar Hindu Sabha Hospital  
& Ors. ... **Respondents.**

**:- Order Below Exh. U-8 :-**  
**( Delivered on 14.11.2025 )**

1. The complainant has filed this application for direction to the respondents to furnish the name of all Trustees of the respondent no. 1 and also direction to produce the Agreement dated 12.04.2022, signed between the respondent no. 1 and the Mumbai Labour Union.

2. According to complainant, the respondent no. 1 has taken objection in the reply to the interim relief application that the respondent no. 2 to 4 are not the Trustees of the respondent no. 1. According to the complainant, the complainant has mentioned the name of trustees of the respondent no. 1 as per

their knowledge, but as of now the respondent no. 1 has stated in reply that they are not the trustees of the respondent no. 1. Therefore, the complainant has prayed to furnish the names of the trustees. It is their further prayer that there is one agreement dated 12.04.2022 signed by the respondent no. 1 with Mumbai Labour Union and respondents have not filed the same on record. It is necessary for adjudication of the complaint, therefore, they prayed to direct the respondents to file the said agreement.

3. Respondent no. 1 filed the reply at Exh. C-5 and objected the said application. It is their contention that the present application filed is an after thought, and therefore, is not maintainable. The present application is likely to be dismissed as complainant seek information and directions only after realizing the gaps in their pleadings, highlighted by the objections taken by the respondents. Hence, they prayed to reject the application.

4. Heard both sides. Ld. Advocate for the complainant submitted that information and documents sought by the complainant are important for the adjudication of the complaint, and therefore, he prayed to direct the respondents to submit information and to file the agreement as prayed by them.

5. As against this, Ld. Advocate for the respondent no. 1 submitted that present application is nothing but to fill up the lacuna in the complaint. The complainants have filed this complaint alleging unfair labour practice, therefore it was for them to furnish the proper names of trustees. He further submitted that the respondents have already filed the Agreement dated 12.04.2022 and therefore cannot be directed to produce another copy of the same. Respondent No. 1 thus prayed that the application be rejected.

6. I have gone through the record. Admittedly, the present complaint is filed alleging unfair labour practices on the part of respondents. After filing the reply to the interim relief application, the complainant has come to know that the respondent no. 2 to 4 are not the trustees of the respondent no. 1. It has to be considered that the name of the trustees of the respondents must be known to the respondent no. 1 only and the complainant may not have any access of this information. Further, I do not find any prejudice will cause to the respondents by stating the names of the Trustees on record. Therefore, in my opinion, respondent no. 1 can be directed to furnish the names of the Trustees of the respondent no. 1.

7. The second prayer of the complainant is to direct the respondent no. 1 to furnish the copy of the Agreement dated 12.04.2022. The respondent no. 1 in its reply at page no. 13 has referred the Memorandum of Settlement under Section 2 (p) of the I. D. Act dated 12.04.2022. It appears that admittedly the agreement dated 12.04.2022 is in existence and in possession of the respondent no. 1. Since the complainant has contended that the agreement is necessary for the adjudication of the complaint, I am of the view that the respondents can be directed to produce it. Hence, following order -

### O R D E R

1. Application is allowed.
2. Respondent no. 1 is directed to furnish the names of Trustees of the respondent no. 1.
3. Respondent no. 1 is directed to produce the copy of agreement dated 12.04.2022, as referred in reply.
4. Costs in cause.

Place :- Mumbai

(Smt. A. C. Raut),  
Member,

Date :- 14.11.2025.

Industrial Court, Mumbai