

Amberkar

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

WRIT PETITION NO. 156 OF 2025

Tyco Electronics Staff Union .. Petitioner
Versus
Tyco Electronics Corporation India Pvt Ltd .. Respondent

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• Mr. Nitin Kulkarni, Advocate for Petitioner

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CORAM : MILIND N. JADHAV, J.

DATE : AUGUST 26, 2025

P. C.:

1. Heard Mr. Kulkarni, learned Advocate for Petitioner.
2. At the outset, Mr. Kulkarni would submit that in view of the subsequent development of Respondent employer having shifted his operations of manufacturing unit to a different location located in Shirwal, District Pune, he would like to make appropriate amendment in the Writ Petition to that effect. He would submit that this fact has already been noted in the impugned award itself and therefore Petitioner be allowed to amend the Petition. Considering the request made by Mr. Kulkarni at the pre-hearing and pre-admission stage and after going through the impugned award, I am inclined to allow the amendment as requested by Mr. Kulkarni. Amendment is permitted to be carried out within a period of one week from today. Re-verification stands dispensed with.

3. Mr. Kulkarni has drawn my attention to the impugned award dated 11.07.2023 appended at page Nos. 155-174, Exh. "T" of Petition. Dispute is with respect to non-production of original agreement for transfer dated 02.07.2009. According to Petitioner Union, xerox copy of agreement produced was sham and bogus and was used as a ruse by the employer for eventually terminating services of the employees.

4. On reading of the impugned award, it is *prima facie* seen that xerox copy of the said agreement was produced on record by Respondent employer with a request to allow leading secondary evidence of the said photocopy of the agreement by the employer. Apart from the fact that original agreement was not produced on record, grievance is also made by Union to the effect that the said agreement is a notarized document and not in conformity with the provisions of Section 25FF of the Industrial Disputes Act, 1947. While answering Issue No. 2, learned Reference Court has looked into the agreement which is primarily disputed by Mr. Kulkarni. He would submit that it was incumbent upon the employer to produce the original agreement for which no plausible explanation was offered in deposition by the employer's witness and he relies upon the findings returned in paragraph No. 14 of the impugned award whereby Reference Court has drawn an inference that reason for non-

production of original agreement may be because it may not be legal and valid.

5. After hearing Mr. Kulkarni and perusing the impugned award, in my opinion an arguable case is made out by Mr. Kulkarni for issuance of notice to the Respondents. Hence, issue notice to the Respondent made returnable on 09.09.2025. Humdast permitted. In addition to Court's notice, Petitioner is directed to serve copy of the Petition along with copy of this order on the Respondent and inform about the next date of hearing by any permissible mode of service and file appropriate affidavit of service with tangible proof thereof on or before the next date.

6. Stand over to **9th September, 2025.**

Amberkar

[MILIND N. JADHAV, J.]

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by RAVINDRA
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