



IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 27TH DAY OF FEBRUARY, 2026

BEFORE

THE HON'BLE MR. JUSTICE ANANT RAMANATH HEGDE

WRIT PETITION NO. 2905 OF 2022 (L-RES)

BETWEEN:

M/S MACH AERO COMPONENTS
PRIVATE LIMITED,
NO.27B, DODDABALLAPUR,
INDUSTRIAL AREA,
BANGALORE RURAL DISTRICT - 203,
REPRESENTED BY ITS CAO

...PETITIONER

(BY SRI M R C RAVI, SENIOR COUNSEL A/W
SRI B R PRASHANTH, ADVOCATE)

AND:

MACH AERO COMPONENTS WORKERS UNION,
NO.49/50, 1ST CROSS, 5TH MAIN,
ATTUR LAYOUT, YELAHANKA NEW TOWN,
BANGALORE - 560064,
NOW CHANGED AS
C/O TRADE UNION OFFICE NO.138,
GROUND FLOOR, 9TH CROSS,
4TH MAIN, CHAMRAJPET,
BANGALORE - 560018,
REP. BY ITS PRESIDENT
GENERAL SECRETARY.

...RESPONDENT

(BY SRI REDDY G V P, ADVOCATE)

THIS WRIT PETITION IS FILED UNDER ARTICLES 226 OF
THE CONSTITUTION OF INDIA PRAYING TO SET ASIDE THE
AWARD DTD. 12.11.2021, IN A.I.D NO.31/2017 PASSED BY
THE PRESIDING OFFICER, ADDITIONAL INDUSTRIAL
TRIBUNAL, BANGALORE VIDE ANNEX-A.





THIS PETITION, COMING ON FOR FURTHER HEARING,
THIS DAY, ORDER WAS MADE THEREIN AS UNDER:

CORAM: HON'BLE MR. JUSTICE ANANT RAMANATH HEGDE

ORAL ORDER

Heard the learned Senior Counsel appearing for the petitioner and the learned counsel appearing for the respondent- Union.

2. This petition is filed assailing the Award dated 12.11.2021 in A.I.D No. 31/2017 passed by the Additional Industrial Tribunal, Bangalore. In terms of the said award, the demand raised by the respondent-Union, which was the first party before the Tribunal, was allowed in part.

3. The Tribunal held that the workers of the first party-Union are entitled to the benefits as per the Memorandum of Settlement at Annexure-G dated 10.01.2017 (Exhibit-M1 before the Tribunal). In addition to the said benefit conferred under the settlement, the Tribunal also held that the workers are entitled to an enhancement of ₹5,000/- per month towards the basic pay.



4. The Tribunal also held that the workers are entitled to ₹500/- per month towards washing allowance and ₹1,000/- per month as medical allowance, ₹50/- as shift allowance for the second shift, and ₹75/- for the third shift.

5. The Tribunal directed the second party management to comply with the award within two months from the date of publication for the period between 01.01.2016 to 31.12.2018.

6. Aggrieved by the aforementioned Award, the petitioner/management is before this Court. The workers' Union is the respondent.

7. The petitioner/management is referred to as the petitioner and the respondent-Union is referred to as the respondent.

8. Heard the learned Senior Counsel appearing for the petitioner and the learned counsel appearing for the respondent.



9. Admittedly, there were 142 employees in the petitioner as on 10.01.2017. According to the petitioner/management, 103 among them, were the workmen.

10. The respondent/Union contends that 36 among them were not-workmen, and remaining 106 are the workmen.

11. The settlement dated 10.01.2017 marked at Annexure - G is not in dispute. But, the respondent contends that the settlement is not valid. The contention of the respondent is that the settlement alleged to have been entered into on 10.01.2017 is with the minority Union ignoring the interest and demands of respondent majority Union.

12. Learned Senior Counsel appearing for the petitioner would contend that, as on the date of settlement, 88 signed the settlement agreeing to the terms and conditions incorporated in Annexure - G. Thus, it is the



contention that majority of the workmen agreed to the settlement and the members of the respondent who are in minority should sail with the majority.

13. To the pointed question put by the Court as to whether all the 88 workmen have signed the settlement, the learned Senior Counsel submitted that they have signed the settlement and documents have been produced in support of the contention vide memo dated 26.02.2026.

14. To the said memo, the respondent has filed a counter to the said memo and they have also filed additional documents vide memo dated 26.02.2026.

15. For the sake of reference, the Court has extracted the contents of one of the undertakings of 103 individual undertakings given by the workers.

UNDERTAKING

"I have read and understood the contents of the Settlement dated 10th January 2017 entered into by the Management with the Mach Aero Employees Union,



Doddaballapur, under Section 2(p) read with Section 18(1) of the Industrial Disputes Act and Rule 59 of the Industrial Disputes (Karnataka) Rules, 1957. I hereby accept the terms and conditions of this Settlement and agree to abide by the same.

I therefore request you kindly to extend the benefits of this Settlement to me and oblige."

16. As can be seen from the said document/undertaking, it refers to the settlement dated 10.01.2017 entered into between the management and the Mach Aero Employees Union, Doddaballapura. The said settlement is said to be the settlement under Sections 2(p) and 18(1) of the Industrial Disputes Act, 1947 (Act, 1947).

17. Learned counsel appearing for the respondent would submit that, the said undertakings are not part of the record before the Tribunal. It is his contention that some of the undertakings are ante-dated and there were no signature of the workmen on the original settlement dated 10.01.2017.

18. Learned Senior Counsel for the petitioner/management would contend that, since reference is



made to the settlement dated 10.01.2017, there is no need to obtain individual signature on the original settlement dated 10.01.2017. To support the contention, learned Senior Counsel would refer to clause No.47 of the Memorandum of Settlement dated 10.01.2017, which reads as under:

"47. INDIVIDUAL UNDERTAKING:

"Every worker of the company shall execute individual undertaking in the form attached to this settlement in token of acceptance of the terms and conditions of this settlement and agreeing to abide by the same. This shall be condition precedent for extending the benefits of the settlement to the workmen of the company."

19. The settlement is signed by 9 persons who were said to be the office bearers of the Union namely Mach Aero Employees Union. The Tribunal did not have the benefit of going through the aforementioned undertakings which are said to be part of the settlement dated 10.01.2017.

20. Learned counsel for the respondent/Union would submit that all the documents are not signed on 10.01.2017



and documents have been signed on different dates. It is also urged that the respondent/Union would establish that the persons who signed the undertaking were not the members of the Union which is party to the settlement dated 10.01.2017.

21. Since additional documents are produced before this Court, and the Tribunal did not have the benefit of going through the said records, the matter is remitted to the Tribunal for fresh consideration by setting aside the award.

22. The Tribunal shall consider whether the undertakings given by the employees are valid or not, based on the contentions to be raised by the Union before the Tribunal. As of now there is no contention in pleadings as these documents were not placed before the Tribunal.

23. Hence the parties shall be permitted to amend their respective pleading, if they so desire, in relation to the additional documents.



24. Hence, the following:

ORDER

- (i) Writ Petition is ***allowed in part.***
- (ii) The impugned Award dated 12.11.2021 passed in A.I.D No. 31/2017 by the Additional Industrial Tribunal, Bengaluru is set aside.
- (iii) The parties shall appear before the Tribunal on **25.03.2026.**

All other contentions kept open.

**Sd/-
(ANANT RAMANATH HEGDE)
JUDGE**