



IN THE HIGH COURT OF KARNATAKA, AT DHARWAD

DATED THIS THE 5TH DAY OF FEBRUARY, 2026

BEFORE

THE HON'BLE SMT. JUSTICE LALITHA KANNEGANTI

WRIT PETITION NO.100899 OF 2026 (L-ID)

BETWEEN:

ADM AGRO INDUSTRIES INDIA PRIVATE LIMITED,
HAVING ITS REGISTERED OFFICE AT J-97,
MIDC, TARAPUR INDUSTRIAL AREA, BOISAR,
PALGHAR, MAHARASHTRA- 401506 AND
CORPORATE OFFICE AT VATIKA PROFESSIONAL POINT,
3RD FLOOR, GOLF COURSE ROAD EXTENSION ROAD,
SECTOR-66, GURUGRAM-122018
CIN. U0143MH2009PTC291309
REPRESENTED BY ITS AUTHORIZED
REPRESENTATIVE MR. ASIF K.H.

...PETITIONER

(BY SRI. DHYAN CHINNAPPA, SR. COUNSEL FOR
SRI. SRINIVAS B.NAIK, SHALAKA PATIL, SHILPA SENGAR
AND ANANNYA JAGIRDAR, ADVOCATES)

AND:

SUNIL MADHUSUDHAN RAO KULKARNI,
AGED 52 YEARS, RESIDING AT MALAMADDI,
NEAR RAYAR MATT, DHARWAD-580001.

...RESPONDENT

THIS WRIT PETITION IS FILED UNDER ARTICLES 226 AND 227 OF CONSTITUTION OF INDIA, PRAYING TO A. ALLOW THIS WRIT PETITION; B. ISSUE A WRIT OF PROHIBITION OR CERTIORARI, OR ANY OTHER APPROPRIATE WRIT IN THE LIKE NATURE AND QUASH THE IMPUGNED COMPLAINT DATED JANUARY 5, 2026 PRODUCED VIDE ANNEXURE B FILED BEFORE THE LABOUR COURT, HUBBALLI IN KID CASE NO.4 OF 2026 TITLED "SHRI SUNIL M KULKARNI VS. THE MANAGING DIRECTOR, ADM AGRO INDUSTRIES INDIA PRIVATE LIMITED"; AND THE IMPUGNED SUMMONS DATED JANUARY 6, 2026 ANNEXURE B IN O.NO.LCH: 5 OF 2026, ISSUED BY THE LD. LABOUR COURT, HUBBALLI, TO THE PETITIONER, AND ALL CONSEQUENTIAL PROCEEDINGS IN KID CASE NO.04/2026, IN THE ENDS OF JUSTICE AND EQUITY. C. PASS ANY SUCH OTHER ORDER AS THIS HON'BLE COURT DEEMS FIT.





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

CORAM: THE HON'BLE SMT. JUSTICE LALITHA KANNEGANTI

ORAL ORDER

The present petition is filed seeking the following
prayers:

“ i) Allow this writ petition;

ii) Issue a writ of prohibition or certiorari, or any other appropriate writ in the like nature and quash the impugned complaint dated January 5, 2026 produced vide Annexure-B filed before the Labour Court, Hubballi in KID Case No.4/2026 titled “Shri Sunil M Kulkarni Vs. The Managing Director, ADM Agro Industries India Private Limited”; and the Impugned Summons dated January 6, 2026 Annexure-B in O No.LCH:5 of 2026, issued by the learned Labour Court, Hubballi to the petitioner, and all consequential proceedings in KID Case No.4/2026, in the ends of justice and equity.

iii) Pass any such other order as this Hon’ble Court deems fit.”

2. The facts of the case are that, the petitioner is a Private Limited Company incorporated under the Companies Act, 1956 in the year 2009. The petitioner/Company is operating a factory located at Plot Nos.260 to 262, Belur Industrial Area, Dharwad. ~~*In the month of April, 2025, the petitioner/Company decided to close the operations at~~

* Deleted vide order dated 20.02.2026.

Sd/-
JUDGE



~~Dharwad Unit, due to heavy underutilization and a~~
~~challenging business environment.~~ On 16.04.2025, the petitioner/Company intimated to all the employees at Dharwad Unit through publication on all 10 Notice Boards in both Kannada and English and offered two initiatives, (a) Voluntary Retirement Scheme and (b) Internal Job Postings. The petitioner received the application of the respondent/employee along with the applications from other employees, who are about 115 employees, opting for Voluntary Retirement Scheme, including the option for the early-bird offer payment of Rs.50,000/-. On 27.04.2025, the petitioner/Company accepted the respondent's application for the Voluntary Retirement Scheme under the acceptance letter dated 27.04.2025 and it was agreed that the petitioner's/company's last working day would be on 15.05.2025. Then on 15.05.2025, the petitioner and respondent entered into a settlement agreement, where a lump sum amount was paid. As per the settlement, the employee is eligible for a lump sum ex-gratia payment i.e. 2 months salary for every completed year of service till the date of exit under the scheme. It is further stated that an early-bird



offer is the incentive of Rs.50,000/- along with gratuity and encashment of unused leave and bonus due. The payments made under the Voluntary Retirement Scheme and the settlement agreement are towards full and final settlement of all contractual and statutory entitlements that the respondent may have in connection with their employment with the petitioner. As per the same, the respondent waives and releases the petitioner from any notices, claims, demands, damages, lawsuits and other obligations, promise and cause of action. On 19.05.2025, the petitioner transferred an amount of Rs.19,53,891/- in favour of the respondent after deducting the TDS. Then, on 16.08.2025, the petitioner received a legal notice issued on behalf of the employees of the petitioner/Company alleging that the petitioner was supposed to give notice prior to removal/termination of the employees and that the scheme was implemented forcibly. Then the respondent has filed a case before the Labour Court, Hubballi bearing KID No.4/2026, wherein the notice was issued to the petitioner/Company, which was received on 30.01.2026. On 30.01.2026, the petitioner appeared before the Labour Court and sought for a short adjournment.



3. Learned Senior Counsel appearing on behalf of the petitioner/Company submits that the Industrial Dispute that is raised before the Labour Court is not maintainable, as the respondent is no more employee of the petitioner/Company. It is submitted that in this particular case, though an amount of Rs.19,53,891/- has already been received, the dispute is raised before the Labour Court. The Labour Court, before issuing the notice to the petitioner/Company, ought to have considered as to whether such a dispute can be raised by an employee, who has taken voluntary retirement. He had relied on a judgment of the Andhra Pradesh High Court in the case of ***Bayer Bio Science Private Limited, Hyderabad Vs. Presiding Officer, Labour Court, Hyderabad & Another¹***, wherein paragraphs-19, 24 to 26 read thus:

"19. It is the contention of the petitioners in the IDs that they were illegally retrenched under the guise of the VRS. They claim that their consent was obtained under coercion and by force and therefore they would have a right to address their grievance in this regard before the Labour Court by invoking Section 2-A(2) of the Act of 1947. On the other hand, the petitioner Company contends that having availed voluntary retirement under a scheme, the petitioners in the IDs are no longer workmen within the meaning

¹ 2010 SCC Online AP 921



of Section 2(s) of the Act of 1947. Reference is made to the definition of retrenchment under Section 2 (oo) of the Act of 1947, which specifically excludes voluntary retirement of the workmen from its ambit. The delay on the part of the petitioners in the IDs in raising the dispute is also pressed into service as a ground to urge that the Labour Court would have no jurisdiction to entertain the petitions.

24. However, the third contention raised by the petitioner Company as to the Labour Court not having jurisdiction under Section 2-A of the Act of 1947, owing to the nature of the dispute sought to be raised by the petitioners in the IDs merits consideration. The thrust of judicial thought as voiced in the decisions referred to supra, clearly indicate that Section 2-A has been put in place to redress the grievance of an individual workman which constitutes an individual dispute relating to the dismissal, discharge, retrenchment or termination from service of such individual workman. A collective dispute affecting a large body of workmen cannot be equated to an individual dispute redressable under Section 2-A of the Act of 1947. Such a dispute would necessarily have to be addressed collectively by use of the machinery provided in the Act of 1947, which requires a separate process altogether.

25. The same cannot be brought before the Labour Court by way of a petition under Section 2-A(2) of the Act of 1947. In the present case, the allegation of the petitioners in the IDs is that more than 150 employees were subjected to coercion and force to agree to the VRS. The further allegation is that the terms and conditions of the VRS were not lawful and proper. Merely because each of the petitioners in the IDs were relieved from service on the basis of the said VRS, it cannot be construed to be an individual dispute pertaining to them independently. They all stood on the same footing. Relevant to note, only a select few out of the beneficiaries of the said scheme are before the Court but the adjudication resulting from



their claim would affect all of them. The dispute, being not individualized, necessarily had to be addressed collectively. Merely because the impact of this collective dispute is felt individually by each of the petitioners in the IDs, it cannot be equated to an individual dispute pertaining to an individual workman so as to bring it within the said provision. This aspect ought to have been gone into by the Labour Court at the initial stage before issuing notice upon the IDs to the petitioner Company, as it goes to the very root of its jurisdiction under Section 2-A(2) of the Act of 1947. The failure on the part of the Labour Court in doing so clearly demonstrates that the Labour Court was on the verge of usurping and exercising jurisdiction. which it did not have under that provision.

26. Relevant to note, an industrial dispute raised collectively through the appropriate Government would be referred to the Industrial Tribunal/Labour Court only after due formation of an opinion by such Government as to the existence of an industrial dispute. This procedure has now been obviated by the petitioners in the IDs by taking recourse to Section 2-A(2) of the Act of 1947."

4. Learned Senior Counsel also relied on a judgment of Co-ordinate Bench of this Court in **Triveni Turbine Limited Vs. Government of Karnataka, Department of Labour and Others²**, wherein paragraph-19 reads as under:

"19. Once the workman has opted for voluntary retirement and having taken all the benefits under the VRS Scheme, the workman cannot now contend/dispute that the voluntary retirement was

² 2024 SCC Online Kar 12884



obtained by force or undue influence. The relationship of the employer and employee comes to an end on receipt of his retirement benefits. This is not a case where the infirmity in the reference can be shown only after evidence has been adduced, it would be a futile exercise, if the dispute were referred to the Industrial Tribunal. Once an application is made by the employee and accepted by the employer, the contract gets concluded and both the parties are bound by the terms and conditions as contained under the voluntary retirement scheme.

The Apex Court in the case of A.K. Bindal and others. Vs. Union of India (UOI) and others⁸ at para No.34 held as under:

"34. This shows that a considerable amount is to be paid to an employee ex-gratia besides the terminal benefits in case he opts for voluntary retirement under the Scheme and his option is accepted. The amount is paid not for doing any work or rendering any service. It is paid in lieu of the employee himself leaving the services of the company or the industrial establishment and forgoing all his claims or rights in the same. It is a package deal of give and take. That is why in business world it is known as 'Golden Handshake'. The main purpose of paying this amount is to bring about a complete cessation of the jural relationship between the employer and the employee. After the amount is paid and the employee ceases to be under the employment of the company or the undertaking, he leaves with all his rights and there is no question of his again agitating for any kind of his past rights, with his erstwhile employer including making any claim with regard to enhancement of pay scale for an earlier period. If the employee is still permitted to raise a grievance regarding enhancement of pay scale from a retrospective date, even after he has opted for Voluntary Retirement Scheme and has accepted the amount paid



to him, the whole purpose of introducing the Scheme would be totally frustrated."

5. Relying on these two judgments, it is submitted that in these cases also, when a notice is received by the Company, where the employees who have taken voluntary retirement have raised the industrial dispute in both the cases, the High Court of Karnataka as well as the Andhra Pradesh High Court have interfered with the same and have passed orders. It is submitted that there are about 115 employees, who have opted for voluntary retirement, now if one after the other files a petition, it would be difficult for the petitioner to defend the cases. If this petition is entertained and this Court adjudicates as to whether an application under Section 2-A of the Industrial Disputes Act, 1947 (hereinafter referred to as 'ID Act') is maintainable before the Labour Court, it will put an end to the litigation.

6. Having heard the learned Senior Counsel appearing on behalf of the petitioner/Company, perused the material on record. There is no dispute about the fact that in similar circumstances, the Andhra Pradesh High Court and also a Co-ordinate Bench of this Court, have entertained the writ



petition and passed an order. As a matter of procedure, this Court is not inclined to entertain the writ petition at this stage, even assuming that the petitioner has an excellent case on the merits of the matter. The respondent/employee had knocked the doors of the Labour Court. The Labour Court had issued the notice to the petitioner herein. Generally, writ petition against summons or notices are not entertained because a notice is only a preliminary step and the party can raise the objection before the Labour Court itself. The Labour Courts are specialized adjudicatory bodies constituted for a special purpose. Hence, this Court is not inclined to entertain the writ petition.

7. However, considering the submission of the learned Senior Counsel in the light of judgments referred supra and that 115 employees have taken the voluntary retirement, this Court deems it appropriate to direct the Labour Court to deal with the issue of maintainability in this case before entertaining the matters of similar nature. This Court is not proposing to issue any notice to the respondent, as no adverse orders are passed by this Court. Accordingly, this Court is passing the following:



ORDER

- i) The writ petition is ***disposed of*** directing the Labour Court to decide the maintainability of the petitions/applications that are filed under Section 2A of the ID Act, in the light of judgments of the Co-ordinate Bench of this Court as well as the Andhra Pradesh High Court referred supra.
- ii) The Labour Court, by giving an opportunity of hearing to both the parties, shall decide the issue within a period of four weeks from the date of receipt of copy of the order.
- iii) The Labour Court shall decide the issue of maintainability in this case before entertaining the other cases.
- iv) This Court is not proposing to issue notice to the respondent, as no adverse orders are passed against the respondent and before passing any order, the Labour Court shall hear both the parties.
- v) All I.As. in this petition shall stand closed.

Sd/-
JUSTICE LALITHA KANNEGANTI