



IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT

THE HONOURABLE MR. JUSTICE HARISANKAR V. MENON

WEDNESDAY, THE 19TH DAY OF FEBRUARY 2025 / 30TH MAGHA, 1946WP(C) NO. 27874 OF 2019PETITIONERS:

- 1 JUJU CHERIAN,
AGED 59 YEARS, S/O. MR.K.M CHERIAN MUTHALALY,
MALAYIL HOUSE, KADAYAPILLY LANE, EAST
KADUNGALLOOR, UNION CHRISTIAN COLLEGE S.O,
ERNAKULAM, KERALA 683108
- 2 RAJAN K.M,
AGED 59 YEARS, S/O. K.K MADHAVAN,
KANNANTHURA HOUSE, ELANJIPRA P.O,
KODASSERY, THRISSUR DISTRICT, PIN 680721
- 3 MADHU E.G,
AGED 59 YEARS
S/O. GOPALAKRISHNAN K.R, ENDIKKAL HOUSE,
KALAMASSERY P.O, ERNAKULAM 683104
- 4 M.T GOPALAKRISHNAN,
AGED 59 YEARS, S/O. THANKAPPAN,
MADATHUMPADIKKAL, MURIYAKKAL EAST,
KARUMALLOOR P.O, ERNAKULAM, PIN - 683511

BY ADVS.

SRI.SANTHAN V.NAIR

SMT.AISWARYA AJAYAGHOSH

SMT.RIYA KOCHUMMAN

RESPONDENTS:

- 1 LABOUR COMMISSIONER & CONCILIATION OFFICER,
DEAPRTMENT OF LABOUR, GOVERNMENT OF KERALA,
THOZHIL BHAVAN (LABOUR COMPLEX), PATTOOR PMG RD,
OPP KSRTC STAND, PALAYAM, THIRUVANANTHAPURAM,
KERALA 695033



- 2 HINDALCO INDUSTRIES LIMITED,
ALUPURAM WORKS, KALAMASSERY, ERNAKULAM,
KERALA 683104, REPRESENTED BY ITS
MANAGING DIRECTOR
- 3 ALUMINIUM FACTORY WORKERS UNION (CITU)
HINDALCO INDUSTRIES LIMITED, ALUPURAM WORKS,
KALAMASSERY, ERNAKULAM, KERALA 683104
REPRESENTED BY ITS GENERAL SECRETARY
- 4 MR. V.A ZAKEER HUSSAIN,
PRESIDENT, ALUMINIUM FACTORY WORKERS UNION (CITU)
HINDALCO INDUSTRIES LIMITED, ALUPURAM WORKS,
KALAMASSERY, ERNAKULAM, KERALA 683104
- 5 HINDALCO EMPLOYEES ORGANIZATION (B.M.S)
HINDALCO INDUSTRIES LIMITED, ALUPURAM WORKS,
KALAMASSERY, ERNAKULAM, KERALA 683104
REPRESENTED BY ITS GENERAL SECRETARY
- 6 MR.P.V SREEVIJI,
PRESIDENT, HINDALCO EMPLOYEES ORGANIZATION
(B.M.S), HINDALCO INDUSTRIES LIMITED,
ALUPURAM WORKS, KALAMASSERY,
ERNAKULAM, KERALA 683104
- 7 INDAL WORKERS ASSOCIATION (INTUC)
HINDALCO INDUSTRIES LIMITED, ALUPURAM WORKS,
KALAMASSERY, ERNAKULAM, KERALA 683104
REPRESENTED BY ITS GENERAL SECRETARY
- 8 ADV.B.A ABDUL MITHALIB,
PRESIDENT, INDAL WORKERS ASSOCIATION (INTUC)
HINDALCO INDUSTRIES LIMITED, ALUPURAM WORKS,
KALAMASSERY, ERNAKULAM, KERALA 683104

BY ADVS.

SRI.M.GOPIKRISHNAN NAMBIAR

SRI.SAJI MATHEW

SRI.P.RAMAKRISHNAN

SMT.PREETHI RAMAKRISHNAN (P-212)

SRI.K.JOHN MATHAI

SRI.DENU JOSEPH

SRI.T.C.KRISHNA

SRI.JOSON MANAVALAN

SRI.BIBIN BABU



SRI.C.ANIL KUMAR
SRI.KURRYAN THOMAS
SRI.PAULOSE C. ABRAHAM
SMT.ASHA K.SHENOY
SMT.SURYA BINOY, SR.GP
SRI.JAI MOHAN

THIS WRIT PETITION (CIVIL) HAVING BEEN FINALLY HEARD ON
19.02.2025, THE COURT ON THE SAME DAY DELIVERED THE
FOLLOWING:



JUDGMENT

The petitioners are stated to be the retired employees of the 2nd respondent company, who retired in between the second and the third long-term settlements, as evidenced by Exts.P1 and P4, respectively. The petitioners' grievance in this writ petition is essentially to the effect that the period of validity of Ext.P4 is fixed as 29.04.2019 instead of 06.06.2018, on account of which the petitioners are denied the benefits of Ext.P4.

2. I have heard Sri.Santhan V.Nair, the learned counsel for the petitioners, Sri.Jai Mohan, the learned counsel for the 2nd respondent and Sri.Saji Mathew, the learned counsel for the 3rd respondent Union.

3. The learned counsel Sri.Santhan, on behalf of the petitioners, would rely on Clause No.176 of Ext.P4 to state that the predicament of those similarly placed like the petitioners who were in service was appreciated, and that is why certain lump sum payments were extended. He would state that similar treatment ought to have been extended in the case of the petitioners also.

4. Per contra, Sri.Jai Mohan would rely on Clause No.166 of Ext.P1 settlement to contend that the period in between the two



settlements were taken care of by the recitals in the afore paragraph, and the petitioners cannot contend that they were not aware of the afore.

5. I have considered the rival submissions as well as the connected records.

6. I am of the opinion that the petitioners are not entitled for the reliefs as prayed for in this writ petition for more than one reason.

7. Firstly, the petitioners have sought for directions to the respondents, including the 2nd respondent herein, to tinker with the clauses of Ext.P4. The fact that the 2nd respondent is a company is not in dispute. A writ under Article 226 of the Constitution of India cannot be issued against a private company like the 2nd respondent herein. In view of the afore fundamental issue, I am of the opinion that the petitioners are not entitled for the reliefs.

8. Even on merits, I am of the opinion that Clause No.166 of Ext.P1 takes care of the situations as highlighted by the petitioners in this writ petition. Clause No.166 specifically states that even after the expiry of the second long-term settlement, the same would be binding till such time the next long-term



settlement is arrived at. True, the learned counsel, Sri.Santhan, on behalf of the petitioners, invited the attention of this Court to Clause No.168 to contend that whatever was required from the side of the employees had been done by them and the delay cannot be attributed to them.

9. On the face of the afore also, I am of the opinion that the tinkering with respect to the effective date of Ext.P4 cannot be considered in a writ jurisdiction under Article 226 of the Constitution of India.

Resultantly, this writ petition would stand dismissed.

The right of the petitioners to raise an appropriate grievance in accordance with law is left open.

Sd/-

HARISANKAR V. MENON
JUDGE

anm

**APPENDIX OF WP(C) 27874/2019****PETITIONERS' EXHIBITS**

EXHIBIT P1	TRUE COPY OF THE SECOND LONG TERM SETTLEMENT
EXHIBIT P2	TRUE COPY OF THE SAID CONSOLIDATED CHARTER OF DEMAND DATED 12/02/2018 WITH ENGLISH TRANSLATION
EXHIBIT P3	TRUE COPY OF THE MANAGEMENT CHARTER OF DEMANDS DATED 02/03/2018
EXHIBIT P4	TRUE COPY OF THIRD LONG TERM SETTLEMENT 2018 DATED 29/04/2019