



*Shabnoor*

IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
CIVIL APPELLATE JURISDICTION

WRIT PETITION NO. 3805 OF 2019

**1. Garlick Engineering**

(Erstwhile closed Divison of M/s. Empire Industries Ltd) Empire House,  
414, Senapati Bapat Marg, Lower Parel,  
Mumbai – 400 013.

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**2. R. Malhotra**

Vice Chairman  
Empire Industries Ltd  
Empire House, 414 Senapati Bapat Marg,  
Lower Parel, Mumbai- 400 013.

**3. Vijay G. Sawant**

General Manager-Personnel  
Empire Industries Ltd  
Empire House, 414 Senapati Bapat Marg,  
Lower Parel, Mumbai- 400 013.

... **Petitioners**

**V/s.**

**1. Suresh H. Karale**

Hari Krishna Darshan Bungalow  
Belavi,Badlapur (W) Taluka Ambernath,  
District Thane.

**2. D G Gosavi**

Lotus Apartment, Wadavali Section  
Ambernath East  
Taluka Amernath Dist. Thane

**3. S S. Adhangale**

Jai- Bheem Co-op Society, Ghadge Nagar,  
Ambernath (West)  
Taluka Ambernath, Dist. Thane



**4. B W Ghawat**

Flat No. 10, 3<sup>rd</sup> Floor

Rashmi Apartment, Wadavali Section  
Ambernath (E) Taluka Ambernath, Dist.  
Thane

**5. D A Shetty**

Room No. 8, 1<sup>st</sup> Floor Mali Building Near  
Santoshi Mata Mandir,  
Kalyan West  
Taluka Kalyan, Dist. Thane

... Respondents

**WITH  
WRIT PETITION NO. 3836 OF 2019**

**1. Garlick Engineering**

(Erstwhile closed Divison of M/s.  
Empire Industries Ltd) Empire House,  
414, Senapati Bapat Marg, Lower Parel,  
Mumbai – 400 013.

**2. R. Malhotra**

Vice Chairman  
Empire Industries Ltd  
Empire House, 414 Senapati Bapat  
Marg, Lower Parel, Mumbai- 400 013.

**3. Vijay G. Sawant**

General Manager-Personnel  
Empire Industries Ltd  
Empire House, 414 Senapati Bapat  
Marg, Lower Parel, Mumbai- 400 013.

... Petitioners

**V/s.**

**1. Suresh Krishna Patil**

Patil Niwas, House NO. 1191 Morivali,  
Ambernath (W)  
Taluka Ambernath, Dist. Thane.



2. **Vinayak Shantaram Gholap**  
Manjarli Belavi Vidhyapeth Road  
Badlapur (W) Taluka Ambernath, Dist.  
Thane.
3. **Shivaji Raghunath Gade**  
A/1. 03 Jaisel Apartments, Shanti  
Nagar, Dombivli West, Dist. Thane
4. **B. T. Belhekar**  
A/10, Arya Darshan Apartment Belavli,  
Badlapur West, Taluka Ambernath, Dist.  
Thane
5. **C. V. Kamble**  
Kamlakar Chawl, Halyachapada Shiv  
Mandir Road, Ambernath E, Taluka  
Ambernath, Dist. Thane.

... Respondents

**WITH  
INTERIM APPLICATION NO.14721 OF 2023  
IN  
WRIT PETITION NO.3805 OF 2019**

1. **Suresh H. Karale**  
Hari Krishna Darshan Bungalow  
Belavi,Badlapur (W) Taluka Ambernath,  
Dist. Thane.
2. **D G Gosavi**  
Lotus Apartment, Wadavali Section  
Ambernath East  
Taluka Amernath Dist. Thane
3. **S S. Adhangale**  
Jai- Bheem Co-op Society, Ghadge Nagar,  
Ambernath (West)  
Taluka Ambernath, Dist. Thane



**4. B W Ghawat**

Flat No. 10, 3<sup>rd</sup> Floor  
Rashmi Apartment, Wadavali Section  
Ambernath (E) Taluka Ambernath, Dist.  
Thane

**5. D A Shetty**

Room No. 8, 1<sup>st</sup> Floor Mali Building Near  
Santoshi Mata Mandir,  
Kalyan West  
Taluka Kalyan, Dist. Thane

... Applicants

**In the matter Between**

**1. Garlick Engineering**

(Erstwhile closed Divison of M/s. Empire  
Industries Ltd) Empire House,  
414, Senapati Bapat Marg, Lower Parel,  
Mumbai – 400 013.

**2. R. Malhotra**

Vice Chairman  
Empire Industries Ltd  
Empire House, 414 Senapati Bapat Marg,  
Lower Parel, Mumbai- 400 013.

**3. Vijay G. Sawant**

General Manager-Personnel  
Empire Industries Ltd  
Empire House, 414 Senapati Bapat Marg,  
Lower Parel, Mumbai- 400 013.

... Petitioners

V/s

**1. Suresh H. Karale**

Hari Krishna Darshan Bungalow  
Belavi,Badlapur (W) Taluka Ambernath,  
Dist. Thane.



**2. D G Gosavi**

Lotus Apartment, Wadavali Section  
Ambernath East  
Taluka Amernath Dist. Thane

**3. S S. Adhangale**

Jai- Bheem Co-op Society, Ghadge Nagar,  
Ambernath (West)  
Taluka Ambernath, Dist. Thane

**4. B W Ghawat**

Flat No. 10, 3<sup>rd</sup> Floor  
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Ambernath (E) Taluka Ambernath, Dist.  
Thane

**5. D A Shetty**

Room No. 8, 1<sup>st</sup> Floor Mali Building Near  
Santoshi Mata Mandir,  
Kalyan West  
Taluka Kalyan, Dist. Thane

... Respondents

**WITH  
INTERIM APPLICATION NO.17024 OF 2023  
IN  
WRIT PETITION NO.3836 OF 2019**

**1. Suresh Krishna Patil**

Patil Niwas, House NO. 1191 Morivali,  
Ambernath (W)  
Taluka Ambernath, Dist. Thane.

**2. Shivaji Raghunath Gade**

A/1, 03 Jaisel Apartments, Shanti Nagar,  
Dombivli West, Dist. Thane

**3. B. T. Belhekar**

A/10, Arya Darshan Apartment Belavli,  
Badlapur West, Taluka Ambernath, Dist.



Thane

**4. C. V. Kamble**

Kamlakar Chawl, Halyachapada Shiv  
Mandir Road, Ambernath E, Taluka  
Ambernath, Dist. Thane.

... Applicants

**In the matter between**

**1. Garlick Engineering**

(Erstwhile closed Divison of M/s. Empire  
Industries Ltd) Empire House,  
414, Senapati Bapat Marg, Lower Parel,  
Mumbai – 400 013.

**2. R. Malhotra**

Vice Chairman  
Empire Industries Ltd  
Empire House, 414 Senapati Bapat Marg,  
Lower Parel, Mumbai- 400 013.

**3 Vijay G. Sawant**

General Manager-Personnel  
Empire Industries Ltd  
Empire House, 414 Senapati Bapat Marg,  
Lower Parel, Mumbai- 400 013.

... Petitioners

V/s

**1. Suresh Krishna Patil**

Patil Niwas, House NO. 1191 Morivali,  
Ambernath (W)  
Taluka Ambernath, Dist. Thane.

**2. Vinayak Shantaram Gholap**

Manjarli Belavi Vidhyapeth Road  
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A/10, Arya Darshan Apartment Belavli,  
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Thane.

**5. C. V. Kamble**

Kamlakar Chawl, Halyachapada Shiv  
Mandir Road, Ambernath E, Taluka  
Ambernath, Dist. Thane.

... Respondents

Mr1. Sudhir Talsania, Senior Advocate with Mr. Sujeet  
Salkar, for Petitioners.

Mr. Ravindra B Nair, for Respondent Nos. 1 to 5 in both  
petitions and Applicant in both IAs.

**CORAM** : AMIT BORKAR, J.

**RESERVED ON** : MARCH 12, 2026

**PRONOUNCED ON** : MARCH 26, 2026

**JUDGMENT:**

1. By the present Petitions instituted under Article 227 of the Constitution of India, the Petitioners call in question the legality and correctness of the judgment and order dated 17 January 2019 passed by the Industrial Court at Thane in Complaint (ULP) No. 79 of 2013. By the said order, the Industrial Court has partly allowed the complaint and has recorded a finding that the Respondents have indulged in unfair labour practices falling under Item 5 of Schedule IV of the Maharashtra Recognition of Trade Unions and Prevention of Unfair Labour Practices Act, 1971. The Industrial



Court has further directed the Respondents to pay lockout wages to the Complainants for the period commencing from 23 September 1992 up to the respective dates of resignation or acceptance of Voluntary Retirement Scheme, within a period of three months, with a stipulation that in default, the said amount shall carry interest at the rate of 10 percent per annum from the date of the order till its realization.

2. The factual matrix giving rise to the present Petitions may be briefly stated thus. The Petitioner was an undertaking of M/s. Empire Industries Limited and was engaged in the manufacture of EOT cranes at its factory situated at Thane. The Respondents herein were in the employment of the Petitioner. It is the case of the Petitioner that owing to certain coercive, obstructive and disruptive acts on the part of the workmen, it was constrained to declare a lockout and suspend the operations of the factory with effect from 23 September 1992. As no amicable settlement could be reached between the parties, the demands raised by the Union came to be referred for adjudication by the State Government. On the very same date, namely 23 September 1992, the State Government issued a prohibitory order restraining continuation of the lockout. The said order was challenged by the Petitioner by instituting Writ Petition No. 6051 of 1995 before this Court, which was admitted and interim relief was granted, but ultimately came to be dismissed by order dated 9 February 2001. The Petitioner thereafter preferred Letters Patent Appeal No. 70 of 2001, which was initially entertained with continuation of interim relief, but the same also came to be dismissed by order dated 1 April 2005.



3. During the pendency of the industrial disputes, the Petitioner introduced a Voluntary Retirement Scheme applicable to workmen between the ages of 50 and 58 years. Under the said scheme, the workmen opting for voluntary retirement were required to submit their resignations and, upon acceptance thereof, were made entitled to receive wages for the months of July, August and September 1991, encashment of privilege leave, gratuity in accordance with law, provident fund accumulations, and an ex gratia payment computed at the rate of 30 days' wages for each completed year of service. It is an admitted position that all workmen, except 60, availed the benefits of the said scheme and accepted the amounts in full and final settlement of their claims without raising any protest or reservation.

4. On 26 April 1996, the undertaking came to be closed down and the remaining 60 workmen were terminated upon payment of their statutory and legal dues. Thereafter, the Union instituted Complaint (ULP) No. 260 of 1998 before the Industrial Court, challenging the legality of the closure and the termination of the said 60 workmen. The Industrial Court, by its order dated 24 February 1999, dismissed the said complaint. The aforesaid order was carried in challenge by the Union by filing Writ Petition No. 3106 of 1999 before this Court, which came to be dismissed by order dated 4 October 1999. The Union thereafter preferred Letters Patent Appeal No. 30 of 2000. During the pendency of the said appeal, the parties arrived at consent terms, whereby it was agreed that the Union would withdraw its challenge to the closure, the workmen would be paid closure compensation or benefits



under the Voluntary Retirement Scheme, whichever was higher, subject to agreed deductions, and the appeal would stand disposed of accordingly. It was, however, expressly clarified that such withdrawal would be without prejudice to the rights and contentions of the parties in Writ Petition No. 6051 of 1995, which pertained to the validity of the lockout.

5. The said 60 workmen, whose services had been terminated, thereafter instituted Complaint (ULP) No. 24 of 2004 before the Industrial Court, claiming wages for the lockout period. During the pendency of the said proceedings, a settlement dated 6 February 2011 came to be arrived at between the Union and the Petitioner, whereunder the claims of the said 60 workmen were settled upon payment of certain ex gratia amounts. It was specifically stipulated that the said settlement would be confined only to the said 60 workmen and would not extend to any other persons. In or about February 2012, as many as 41 plus 146 persons, who had earlier tendered their resignations under the Voluntary Retirement Scheme in the year 1995, instituted Complaint (ULP) Nos. 78 and 79 of 2013, claiming payment of lockout wages from the date of the lockout till their respective dates of resignation, together with interest at the rate of 12 percent per annum and compensation. The said complainants also preferred applications seeking condonation of delay in filing the complaints, which applications came to be allowed by consent of the parties.

6. On 15 March 2012, the Petitioner moved an application seeking framing of a preliminary issue on the ground that the complainants, having voluntarily resigned under the Voluntary



Retirement Scheme and having accepted the amounts in full and final settlement, had no locus to maintain the complaints. It was further contended that upon such resignation, the complainants had ceased to be “workmen” within the meaning of Section 2(s) of the Industrial Disputes Act, 1947 and “employees” within the meaning of the MRTU & PULP Act. By order dated 2 February 2013, the Industrial Court framed a preliminary issue with regard to the maintainability of the complaints in light of the aforesaid objections. Thereafter, the Petitioner filed its list of documents on 22 February 2013, which included specimen copies of final settlement receipts, relieving letters and statements evidencing full and final settlement. By order dated 3 May 2013, the Industrial Court rejected the preliminary objections and directed that all issues be decided together at the stage of final hearing. Aggrieved thereby, the Petitioner preferred Writ Petition No. 625 of 2014 before this Court, which came to be withdrawn with liberty, and this Court observed that all issues would be decided on their own merits at the time of final adjudication. On 9 September 2015, the Industrial Court framed issues for trial; however, it did not frame or decide the issue relating to the status of the complainants post acceptance of the Voluntary Retirement Scheme as a preliminary issue. During the course of trial, the complainants adduced oral as well as documentary evidence. The Petitioner, though having placed documentary material on record, did not lead oral evidence. Ultimately, by the impugned order dated 17 January 2019, the Industrial Court partly allowed the complaints, holding that the Petitioner had engaged in unfair labour practices under



Item 5 of Schedule IV of the MRTU & PULP Act, and directed payment of lockout wages from 23 September 1992 till the respective dates of resignation, with interest in case of default. Being aggrieved thereby, the Petitioners have instituted the present Petitions.

7. Mr. Talsania, learned Senior Advocate appearing on behalf of the Petitioners, submits that the Industrial Court ought to have dismissed the complaint in limine, having regard to the admitted position that the complainants had either opted for the Voluntary Retirement Scheme or had otherwise resigned from the services of the Petitioner Company. It is his contention that the Industrial Court has failed to appreciate that the complainants were not parties to, nor covered by, the Consent Terms arrived at in Writ Petition No. 3106 of 1999, and consequently, no enforceable right accrued to them to claim lockout wages. It is further urged that the Industrial Court has overlooked the settlement dated 6 February 2011, which was entered into with the recognized union, wherein it was expressly agreed that, except for the 60 workmen specifically covered therein, no other claims would be raised by any other workmen, nor would the union espouse such claims on their behalf. It is further contended that the Industrial Court has failed to give due weight to the fact that the complainants had executed receipts acknowledging receipt of amounts in full and final settlement and had unequivocally declared that no further claims would be raised against the Petitioner. In that view of the matter, it is submitted that the complainants are estopped from asserting any claim for lockout wages. It is also urged that the



findings recorded by the Industrial Court are perverse inasmuch as it has failed to draw a valid distinction between those workmen who had resigned or accepted the Voluntary Retirement Scheme and those who continued in employment till the date of closure. According to the Petitioners, these two categories stand on entirely different legal footing. The workmen who continued in service till closure had expressly reserved their right to claim lockout wages, whereas the present respondents, by voluntarily severing their relationship of employment under the Voluntary Retirement Scheme or by resignation, had relinquished all their claims, including any entitlement to lockout wages.

8. It is further submitted that the finding recorded by the Industrial Court that the Petitioner has engaged in unfair labour practice under Item 5 of Schedule IV of the MRTU and PULP Act is wholly unsustainable and suffers from perversity, particularly in the absence of any material to indicate that the Respondents had preserved or asserted any right to claim lockout wages. It is also urged that the Industrial Court has failed to appreciate that the present respondents were not in employment during the relevant period, whereas the other set of workmen, who continued in service, were parties to the proceedings before the Supreme Court concerning the validity of the lockout. It is further submitted that the Industrial Court has committed an error apparent on the face of the record in distinguishing the judgment in the case of *U.P. Jal Nigam v. Jaswant Singh*, (2006) 11 SCC 464, wherein it has been held that persons who remain passive or “sit on the fence” cannot subsequently claim benefits. According to the Petitioners, the



Industrial Court has also erred in not considering that the present complaints were not maintainable in view of Clause 8 of the settlement dated 6 February 2011, which, having been executed by the recognized union, is binding on the Respondents. It is further submitted that the reliance placed by the Industrial Court on the judgment in *A. Satyanarayana Reddy v. Labour Court, (2016) 9 SCC 462* is misplaced and inapplicable to the facts of the present case, inasmuch as the said decision arose in the context of proceedings under Section 33-C(2) of the Industrial Disputes Act. It is contended that, in the present case, there exists no pre-existing or adjudicated right in favour of the complainants to claim lockout wages, particularly when there has been no determination as to the justifiability or otherwise of the lockout. In that view, the finding of the Industrial Court applying the said judgment is contrary to the settled position of law as well as the material available on record.

9. Per contra, Mr. Nair, learned Advocate appearing on behalf of the Respondents, submits that there is no material on record to indicate that the workmen had waived or relinquished their statutory right to claim lockout wages for the period commencing from 21 September 1992 till the respective dates of their resignation. It is his submission that the Voluntary Retirement Scheme, as relied upon by the Petitioners, does not disclose payment of any comprehensive or adequate compensation to the workmen. According to him, the said scheme was not a voluntary arrangement in the true sense, but was in the nature of a compelled settlement, under which only partial payments were



made and no complete or final settlement of all claims was effected. It is further submitted that the recognized union had executed documents on behalf of 60 workmen without prejudice to their rights. It is contended that certain workmen were, in fact, paid lockout wages, and therefore, the conduct of the Petitioners squarely attracts Item 5 of Schedule IV of the MRTU and PULP Act. Learned counsel has drawn attention to the documents on record, including receipts, to demonstrate that payments were made towards notice pay, closure compensation, gratuity, wages, income tax adjustments, medical benefits, leave encashment, and wages for the month of July 1991. It is submitted that even though some of the receipts contain clauses stating that the workmen would not claim lockout wages, such stipulations cannot operate to defeat or extinguish the statutory entitlement of the workmen to claim such wages.

10. Inviting attention to the provisions of Section 10(3) of the Industrial Disputes Act, it is submitted that where an industrial dispute exists in relation to a lockout, the same is capable of being referred for adjudication to the competent forum. Further reliance is placed on Section 23 of the Industrial Disputes Act to contend that the adjudicatory authority is empowered to grant wages for the relevant period. On the aforesaid premises, it is submitted that the impugned order does not warrant interference in exercise of supervisory jurisdiction.

**REASONS AND ANALYSIS:**

11. Upon careful consideration of the pleadings, the documents



placed on record, and the rival submissions, this Court finds that the real question is not whether lockout wages can ever be claimed in law. The real question is whether these particular complainants, after having accepted the Voluntary Retirement Scheme or having resigned from service and after having received amounts in full and final settlement, still retained any surviving right to claim lockout wages for the period of lockout.

**12.** The case of the Petitioners is that these complainants were not in service when they filed these complaints. This fact is not disputed. Some of them had taken benefit under the Voluntary Retirement Scheme. Some had chosen to resign on their own. In both situations, the relationship of employer and employee had already come to an end. It is further shown from the record that at the time of leaving service, each of them accepted certain amounts. These amounts were made towards settlement of all dues. Along with that, receipts were signed. In those receipts, it is clearly written that the payment is in full and final settlement and that no further claim will be made against the employer. This shows that the parties themselves closed their accounts at that stage.

**13.** The Petitioners have also placed reliance on the settlement dated 6 February 2011 entered with the recognised union. That settlement applies only to 60 workmen. The language of the settlement makes this position clear that it does not extend to others. Therefore, the Petitioners say that the present complainants were consciously kept outside that settlement. From this, the Petitioners argue that these complainants cannot now turn back



and claim lockout wages, especially after having already accepted the benefits and having left service long back. This reasoning appears to be supported by the documents. The record shows that settlements were made individually and also collectively, and those settlements were acted upon.

**14.** It is also necessary to see that all workmen cannot be treated as one single group without difference. The Petitioners are correct in saying that two separate categories existed. One category consisted of those who continued in service till the closure of the undertaking. These workmen remained in employment and, as it appears from the record, had kept their rights open regarding the lockout issue. The second category is of the present complainants. They did not continue till closure. They exited earlier by accepting VRS or by resignation. When a person continues in service, his rights may remain alive in a different manner. But when a person voluntarily leaves service and accepts settlement without any clear reservation, then the situation changes. In such a case, the Court cannot later assume that some right was still kept alive, when the documents do not say so. The Industrial Court, in the present case, did not properly notice this difference.

**15.** The receipts and settlement therefore become very important. These are are written records of what the parties agreed. When a workman signs a document stating that he has received full and final payment and that no further claim remains, the Court must normally accept that position. Of course, there can be exceptions. If it is shown that the signature was obtained by force, fraud, or some serious pressure, then the Court can ignore



such document. But such allegation must be proved. Mere saying that it was forced is not enough. There must be some material. In the present case, such material is not seen. The complainants have not brought any convincing evidence to show that they were compelled in a manner recognised by law. On the contrary, the documents support the stand of the Petitioners that settlements were knowingly accepted.

16. At the same time, the argument of the Respondents cannot be ignored altogether. Mr. Nair has argued that lockout wages are a statutory right and cannot be taken away easily. He has also relied upon the judgment in *Satyanarayana Reddy* to say that even after VRS, if some claims are not covered, they can still be raised. This principle is correct in law. The Supreme Court has indeed said that if a scheme does not include certain dues, then those dues can still be claimed. But that is only one side of the principle. The other side is equally clear. If the scheme or settlement covers the claim, then the matter ends there. No further claim can be raised. Therefore, one has to see the documents carefully to find out whether the present claim was kept outside or was included within the settlement. When the record of the present case is examined in that light, it becomes clear that the Respondents are not able to show that lockout wages were kept outside the settlement. There is no clear reservation in their favour. The receipts do not preserve such claim. The VRS and other settlement documents do not show that such claim was left open. On the contrary, they indicate closure of all claims. Once such written position exists, the burden shifts on the complainants to prove otherwise. They must show



that despite the words used, the claim still survives. That has not been done.

17. The argument that this is a statutory right also does not fully help the Respondents in these facts. It is correct that labour law protects workmen. It is also correct that unfair practices are not allowed. But at the same time, the law also recognises settlements. If a workman, on his own, accepts a settlement and takes its benefit, then he cannot later reopen the same matter, unless there is a strong legal reason. Otherwise, no settlement will have finality. Industrial peace depends on certainty. If parties are allowed to reopen settled issues again and again, it will create confusion and instability. Therefore, settlements must be given due effect.

18. The reference to Item 5 of Schedule IV also does not change the position. That provision deals with unfair conduct like refusal to bargain or failure to implement settlements in bad faith. In the present case, after the complainants left service and accepted payments, there was no continuing obligation shown on the part of the Petitioners towards them. Once the relationship ended and settlements were honoured, it cannot be said that there was unfair labour practice only because a fresh claim is now made. The finding of the Industrial Court on this aspect does not appear to be supported by the material on record.

19. It is also important to note that the complainants were not parties to the earlier consent terms in Writ Petition No. 3106 of 1999. This fact does not help them. It only shows that those proceedings concerned a different set of workmen. The present



complainants cannot say that those consent terms do not bind them, and at the same time try to take advantage of the situation created by those proceedings. They cannot choose one part and reject another. Their stand becomes inconsistent. Such inconsistency cannot be accepted.

**20.** The same reasoning applies to Clause 8 of the settlement dated 6 February 2011. That settlement clearly limits itself to 60 workmen. It does not speak about others. When the parties themselves fixed the boundary, the Court cannot expand it. Nor can persons outside that boundary claim its benefit. The settlement must be read as it is, and not as it could have been.

**21.** In view of all this, the reliance on the judgment in *Satyanarayana Reddy* does not assist the Respondents. That judgment helps only where the claim is not part of the settlement. Here, the record indicates that the claims stood concluded. Therefore, the Industrial Court was not correct in applying that decision in the manner it has done.

**22.** Taking the entire matter together, this Court finds that the complaints should not have been allowed. The complainants had already ended their employment. They had accepted the benefits. They had signed documents showing full settlement. They had not kept any clear claim alive. In such circumstances, it was not open to hold that the Petitioners committed unfair labour practice by not paying lockout wages to them. The impugned order, therefore, proceeds on a misunderstanding of both facts and law. It cannot be sustained.



- 23.** In the result, the following order is passed:
- a) The Writ Petitions succeed and are allowed;
  - b) The impugned judgment and order dated 17 January 2019 passed by the Industrial Court, Thane in Complaint (ULP) No. 79 of 2013 is quashed and set aside;
  - c) Complaint (ULP) Nos. 78 and 79 of 2013 stand dismissed;
  - d) In the facts and circumstances of the case, there shall be no order as to costs.
- 24.** Rule is made absolute in the above terms.
- 25.** In view of disposal of the writ petitions, all pending interim applications stand disposed of.

**(AMIT BORKAR, J.)**