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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

WRIT PETITION NO. 13788 OF 2023

Vidyut Metallics Employees Union,
A Trade Union registered under
the Trade Unions Act, 1923,
Having office at: Room No. 301,
Hema Apt. 'D' Wing, Davale Nagar,
Near T.M.T. Depo, Lokmanya Nagar,
Pada No. 2, Thane – 400 606. ... **Petitioner**

Vs.

Vidyut Metallics Private Limited,
Having office at :
Earlier having factory at:
LBS Road, Wagle Road, Thane. ... **Respondent**

Mr. Avinash Jalisatgi with Mr. T.R. Yadav, Ms. Divya Wadekar and Mr. Mulanshu Vora for the petitioner.

Mr. Madhav Paranjape with Mr. Amey Humane for the respondent.

CORAM : AMIT BORKAR, J.

RESERVED ON : APRIL 2, 2026.

PRONOUNCED ON : APRIL 9, 2026

JUDGMENT:

1. By the present writ petition filed under Articles 226 and 227 of the Constitution of India, the petitioner–Union calls in question the legality and correctness of the Judgment and Order dated 21

April 2023 passed by the Industrial Court in Miscellaneous Application Recovery (ULP) No. 3 of 2013.

2. The facts giving rise to the present petition, briefly stated, are as follows. The respondent was employing approximately 1500 employees, a substantial number of whom were members of the petitioner–Union. A settlement dated 2 February 2006 came to be executed between the petitioner and the respondent during conciliation proceedings, governing the service conditions of the employees, including wages, allowances, and bonus. Under Clause 11 of the said settlement, the eligible employees were entitled to payment of bonus at least ten days prior to Diwali. Clause 12 dealt with payment of ex gratia, whereby it was agreed that such amount would be paid ten days prior to Diwali, and a sum of Rs. 320/- per employee would be deducted by the respondent and remitted to the petitioner–Union. It is the case of the petitioner that the respondent failed to pay bonus to the employees as stipulated. Repeated representations made by the petitioner and the workmen did not yield any response. Such conduct, according to the petitioner, constituted an unfair labour practice within the meaning of Item 9 of Schedule IV of the Maharashtra Recognition of Trade Unions and Prevention of Unfair Labour Practices Act, 1971. Consequently, the petitioner instituted Complaint (ULP) No. 425 of 2008 before the Industrial Court at Thane.

3. The Industrial Court, by an interim order dated 23 October 2008, directed the respondent to pay 50% of the bonus amount to the employees as interim relief. In compliance with the said order, the respondent disbursed 50% of the bonus to the employees.

During the pendency of the proceedings, the respondent paid the remaining amount of bonus to the employees and also effected deduction of Rs. 320 from the amounts so paid. However, the respondent failed to remit the deducted amount to the petitioner–Union. According to the petitioner, such omission amounted to continuation of the unfair labour practice on the part of the respondent. Upon consideration of the evidence adduced and after hearing the parties, the Industrial Court, by its order dated 30 December 2013, held that the respondent had engaged in unfair labour practice within the meaning of Item 9 of Schedule IV of the said Act, and directed the respondent to pay to the petitioner the amount of Rs. 320 per employee so deducted.

4. Despite the aforesaid order, the respondent did not comply with the direction to remit the deducted amount to the petitioner–Union. The petitioner, therefore, invoked the provisions of Section 50 of the MRTU & PULP Act, 1971 and filed recovery proceedings before the Industrial Court for enforcement of the said order. The said proceedings came to be registered as Miscellaneous Application Recovery (ULP) No. 3 of 2014. By the impugned order dated 21 April 2023, the Industrial Court rejected the said recovery application filed by the petitioner. Being aggrieved thereby, the petitioner–Union has preferred the present writ petition.

5. Mr. Jalisatgi, learned Advocate for the petitioner inviting my attention to paragraphs 26 and 27 of the judgment of the Supreme Court in the case of *Balmer Lawrie Workers' Union, Bombay & Another vs. Balmer Lawrie & Co. Limited & Others*, 1984 (supp)

SCC 663, submitted that where members who form a union pay the membership fee and receive the benefits or advantages of being members of the union yet, persons who are not members of the union without their consent was held to be impermissible. He submitted that despite order passed by the Competent Court having jurisdiction directing respondent to pay an amount of Rs.320/- towards each workman and pay to the Union within three months from 30 December 2013. If the view of the Industrial Court is upheld, petitioner will render remediless as even Civil Court's jurisdiction in relation to enforcement of Award is barred. He submitted that considering the purpose and object of the Act, the expression 'employee' need to be interpreted in wide manner to include 'Union', so as to give effect to valid Award passed by the Industrial Court in Complaint (ULP) No.425 of 2008.

6. Per contra, Mr. Paranjape, learned Advocate for the respondent submitted that money due is not dues of employee, but is a money due to the petitioner-Union. The application under Section 50 was filed by the Union in its own right. There is no authorization issued by the employees to the Union to file such application. What is permissible under Section 50 are the dues of employee and Union cannot recover its own dues under Section 50 of the MRTU & PULP Act, 1971. He, therefore, prayed that the writ petition is liable to be dismissed.

REASONS AND ANALYSIS:

7. I have considered the rival submissions with care and I have also gone through the scheme of the Act and the authorities cited

before me. On the whole, I am unable to accept the contention of the petitioner that Section 50 can be stretched so far as to permit the Union, in its own right, to seek recovery of the amount which was directed to be paid to it under the earlier order.

8. For the purpose of deciding the issue involved in the present matter, it becomes necessary to first refer to the relevant statutory provisions. The controversy turns upon the meaning and scope of the expressions used in the Act, and therefore, the Court must look closely at the language employed by the legislature. In that view, it is proper to set out Section 3, including clauses (5), (17) and (18), as well as Section 50 of the MRTU and PULP Act.

> "3: Definitions.
>
> In this Act, unless the context requires otherwise,-
>
> (5) "employee", in relation to an industry to which the Bombay Act for the time being applies, means an employee as defined in clause (13) of section 3 of the Bombay Act, and in any other case means a workman as defined in clause (s) of section 2 of the Central Act, and a sales promotion employee as defined in clause (d) of section 2 of the Sales Promotion Employees (Conditions of Service) Act, 1976 (11 of 1976) ;]
>
> (17) "union" means a trade union of employees, which is registered under the Trade Unions Act, 1926;
>
> (18) words and expressions used in this Act and not defined therein, but defined in the Bombay Act or, as the case may be, the Sales Promotion Employees (Conditions of Service) Act, 1976 (11 of 1976), shall in relation to an industry to which the provisions of the Bombay Act apply, have the meanings assigned to them by the Bombay Act or, as the case may be, the Sales Promotion Employees (Conditions of

Service) Act, 1976 (11 of 1976) ; and in any other case, shall have the meanings assigned to them by the Central Act or, as the case may be, the Sales Promotion Employees (Conditions of Service) Act, 1976 (11 of 1976).

50. Recovery of money due from employer. Where any money is due to an employee from an employer under an order passed by the Court under Chapter VI, the employee himself or any other person authorised by him in writing in this behalf, or in the case of death of the employee, his assignee or heirs may, without prejudice to any other mode of recovery, make an application to the Court for the recovery of money due to him, and if the Court is satisfied that any money is so due, it shall issue a certificate for that amount to the Collector, who shall, proceed to recover the same in the manner as an arrear of land revenue : Provided that, every such application shall be made within one year from the date on which the money became due to the employee from the employer : Provided further that, any such application may be entertained after the expiry of the said period of one year, if the court is satisfied that the applicant had sufficient cause for not making the application within the said period."

9. Section 50 is only a provision for recovery and not a provision which gives a new right to claim money. The right must already exist. That right must come from an order passed by the Court under Chapter VI. So first there has to be a finding that some money is due. Only after that Section 50 comes into picture. It acts like a method to get that money recovered. It does not decide whether money is due or not. This section only helps in enforcement. If the language of the section is read carefully it becomes clear that the legislature has used clear words. It says the employee himself can apply. That means the person to whom the

money is due should come forward. It also allows some flexibility. If the employee cannot come, then some other person can apply, but only if there is written authority. This requirement of written authority shows that the law wants to make sure that the person filing the application is acting on behalf of the employee and not on his own. The section also takes care of a situation where the employee is no more. In that case his assignee or heirs can apply. So the provision is complete in itself. It covers the employee, his authorised person, and even his legal successors. But even in all these situations the thrust remains on the employee and the money due to him. It does not say that a Union can file such an application in its own name. There is no mention of Union as an independent claimant under this section. If at all a Union wants to apply, it must show that it is authorised by the employee in writing. Without such authority the Union stands outside the provision. It appears to be a conscious choice made by the legislature. The Court cannot ignore this scheme. When the legislature has clearly identified who can apply and under what conditions, the Court cannot add another category. If the word "employee" is expanded to include Union then the whole structure will change. That would mean creating a new right of application which the section itself has not provided. Therefore, the way Section 50 is framed shows a clear intention. The right to recover under this provision is linked with the employee. Others can step in only in a limited way and only with proper authority. The provision does not go beyond this. The Court must also stop there and not travel further than what the section permits.

10. The petitioner has placed strong reliance on the opening words of Section 3, which say, "unless the context requires otherwise". It is true that in law, definitions are not always to be applied in a fixed and rigid manner. Courts have repeatedly said that words must be understood in the setting in which they are used. Language cannot be read like a machine. It must be read with some sense of purpose. So the petitioner is correct to that extent that context has a role. In the present case the petitioner's attempt is to substitute the word "employee" with "Union". Section 50 clearly uses the word "employee" and then provides who else can act that too with written authority. If the Court accepts the petitioner's argument then one important requirement in the section will disappear. The requirement of written authorisation will lose its meaning. Context can help when there is ambiguity in the language. It can help to clear confusion. But here the language of Section 50 is plain. If despite that clarity, the Court changes the meaning, then it will disturb the entire provision. That is not the function of interpretation. Therefore, while the principle relied upon by the petitioner is correct in law, its application in the present case is not justified. Context cannot be used to go against the plain scheme of the section. It cannot be used to remove conditions which the legislature has deliberately imposed.

11. The petitioner has also relied on the decision in *Balmer Lawrie Workers' Union*. I have gone through that judgment. It is no doubt an important decision. But when it is carefully seen, it does not support the case of the petitioner in the manner it is being

argued. In that case, the Supreme Court was dealing with a situation where there was a settlement between the employer and the union. As part of that settlement, certain monetary benefits were given to the workmen. Along with that, there was also a term that some portion of those benefits would be deducted and given to the union. This was part of the agreed terms between the parties. The Court took note of this aspect. It said that when there is a settlement and when benefits are given to all workmen, both members and non-members, then a deduction agreed as part of that settlement can be valid. The main reason behind this was consent and overall arrangement. The Court recognised that unions work for the benefit of employees. They incur expenses. They support workmen during disputes and strikes. So when a settlement brings monetary gain, it is not unfair if a small part is given to the union, provided it is agreed upon. It is attached closely to the facts of settlement and consent.

12. The argument is that since the union is entitled to receive some amount under the earlier order, it should also be allowed to recover that amount under Section 50. But this is where the difficulty arises. The situation in *Balmer Lawrie* was about validity of deduction under a settlement. The present case is about the method of recovery under a specific statutory provision. These two things are not the same. The *Balmer Lawrie* judgment only shows that a union can receive money if there is a valid settlement and if such deduction is part of that settlement. It does not say that the union can step into the place of an employee for all purposes. It does not say that the union can file recovery proceedings in its

own name without any authorisation. That question was not even before the Court in that case. There is a clear difference between entitlement and enforcement. A union may be entitled to receive some amount under a settlement or an order. But how that amount is to be recovered is governed by the statute. Section 50 lays down a specific procedure. That procedure requires either the employee or someone authorised by him. This requirement cannot be ignored by referring to a judgment which deals with a different issue. If the argument of the petitioner is accepted then the principle of consensual deduction will be turned into a rule of recovery. That would be going beyond the ratio of the judgment. Courts must be careful not to extend a decision beyond the point it actually decides. Every judgment must be read in its own context. Therefore, the reliance on *Balmer Lawrie* though understandable does not carry the petitioner's case further. It helps only to show that the union can receive money in certain situations. It does not help in showing that the union can invoke Section 50 independently without following the conditions laid down in that section.

13. In *Pushpa Devi v. Milkhi Ram (1990) 2 SCC 134*, the Supreme Court held as under:

> " 17. … But the law in the court's keeping is just not a system of logical abstraction. Nor it is a bucket of readymade answers determined by any general formula or principle in advance. In a famous passage Mr Justice Holmes said: "All rights tend to declare themselves absolute to their logical extreme. Yet all in fact are limited by the neighbourhood of principles of policy which are other than those on which the

particular right is founded, and which becomes strong enough to hold their own when a certain point is reached... The boundary at which the conflicting interests balance cannot be determined by any general formula in advance, but points in the line, or helping to establish it, are fixed by decisions that this or that concrete case falls on the nearer or farther side." [Hudson County Water Co. v. McCarter, 209 US 349, 355-56: 52 Led 828, 832]

18. It is true when a word has been defined in the interpretation clause, prima facie that definition governs wherever that word is used in the body of the statute unless the context requires otherwise. "The context" as pointed out in the book Cross-Statutory Interpretation (2nd edn. p. 48) "is both internal and external". The internal context requires the interpreter to situate the disputed words within the section of which they are part and in relation to the rest of the Act. The external context involves determining the meaning from ordinary linguistic usage (including any special technical meanings), from the purpose for which the provision was passed, and from the place of the provisions within the general scheme of statutory and common law rules and principles.

19. The opening sentence in the definition of the section states "unless there is anything repugnant in the subject or context". In view of this qualification, the court has not only to look at the words but also to examine the context and collocation in the light of the object of the Act and the purpose for which a particular provision was made by the legislature. Reference may be made to the observations of Wanchoo, J. in Vanguard Fire and General Insurance Co. Ltd. v. M/s Fraser and Ross [(1960) 3 SCR 857] where the learned Judge said that even where the definition is exhaustive inasmuch as the word defined is said to mean a certain thing, it is possible for the word to have a somewhat different meaning in different sections of the Act depending

upon the subject or context. In that case, the learned Judge examined the construction of the word 'insurer' as used in Sections 33(1) and 2-D of the Insurance Act, 1938, in the light of the definition of that word under Section 2(9) thereof. The Insurance Act by Section 2(9) defines an 'insurer' as a person carrying on the business of 'insurance'. The question arose whether Sections 33(1) and 2-D did not apply to insurer who had closed his business completely as the definition of the word insurer in Section 2(9) postulates actual carrying on of the business. It was pointed out that in the context of Sections 33(1) and 2-D and taking into account the policy of the Act and the purposes for which the control was imposed on insurers, the word 'insurer' in the said sections also refers to insurers who were carrying on the business of insurance but have closed it.

20. Great artistry on the bench as elsewhere is, therefore, needed before we accept, reject or modify any theory or principle. Law as creative response should be so interpreted to meet the different fact situations coming before the court. For, Acts of Parliament were not drafted with divine prescience and perfect clarity. It is not possible for the legislators to foresee the manifold sets of facts and controversies which may arise while giving effect to a particular provision. Indeed, the legislators do not deal with the specific controversies. When conflicting interests arise or defect appears from the language of the statute, the court by consideration of the legislative intent must supplement the written word with 'force and life'. See, the observation of Lord Denning in Seaford Court Estate Ltd. v. Asher, (1949) 2 KB 481, 498."

14. The decision in *Pushpa Devi* supports the view which is being taken here. That judgment does say that sometimes meaning of a word can change depending on context. But at the same time it clearly shows that this flexibility is not unlimited. The basic rule

still remains that the definition given in the Act will normally apply. Only when there is real need the Court may read it differently. It is also important to understand what that judgment does not permit the Court to change the main purpose of a section. It does not say that if one party finds difficulty then the Court can give a new meaning to clear words. The idea of context is to help understanding the provision better. It is not meant to replace the provision itself. The Court can adjust meaning a little but cannot turn it into something else.

15. Now coming to Section 50 when it is read carefully everything becomes quite clear. The whole section is about recovery of money due to an employee. It speaks of money due to employee. It allows employee to apply. It allows another person only if that person is authorised by the employee. So the focus is on employee and his dues. The petitioner is trying to say that in this context, the word “employee” should be read as including “Union”. But when the section itself repeatedly refers to employee and even adds a condition of written authority then such reading does not fit. In fact the context clearly shows the opposite. It shows that the legislature wanted to keep this remedy limited to employee and those directly authorised by him. It must also be noted that Section 50 is not a general recovery or execution provision for all types of claims. It is a special provision, made for a specific purpose. It gives a remedy in a defined situation. If it is treated as a general provision then its careful wording will lose meaning. So the object of Section 50 is to help an employee recover money already found due to him. The remedy is not open

ended. Because of this the Court also has to act within these limits. The Court cannot expand the section just because it may appear useful in a given case. Therefore, when the principle from *Pushpa Devi* is properly applied it becomes clear that context in this case does not help the petitioner. Instead, it supports the plain reading of the section. The definition cannot be stretched to include Union. The limits fixed by the law must be respected.

16. The petitioner has argued that if the Union is not allowed to use Section 50 then it will be left without any remedy. It is also said that since civil court jurisdiction is barred in such matters, there is no other way to recover the amount. This argument does create some concern at first glance. It appears that the Union may face difficulty in getting the amount. But such difficulty by itself cannot decide the issue. A court has to see what the law provides. It cannot change the law because a party feels that the available remedy is not sufficient. If the legislature has made a provision in a particular way then that method must be followed. The court cannot open a new path just because the existing path is difficult. Law sometimes may not cover every situation. But that does not mean the court can add new provisions.

17. If the legislature wanted the Union also to apply under Section 50 in its own capacity it could have clearly said so. The absence of such a provision cannot be treated as a mistake which the court must correct. The court's role is to interpret what is written, not to fill what is not written. Therefore, even if the Union finds itself in a difficult position, that alone cannot justify expanding the scope of Section 50.

18. The learned Advocate for the petitioner–Union has placed some papers on record. These include a list like J-Forms showing how much money workers paid in those years. The argument is that since workers paid these amounts it means they allowed the Union to act for them. Along with this one letter is also filed. That letter has list of members and amounts cut from them. It also mentions one cheque given by the employer for Union fund as per Clause 12(b) of the agreement dated 2 February 2006. From all this, the petitioner is trying to show that workers had agreed and Union has authority. When these papers are seen at first it does appear that some deductions were actually made. It also shows that some money was given to the Union fund. So it cannot be denied that the settlement was followed at least partly. It gives some support to the case that contributions were planned and even carried out. But the issue before this Court is not only about deduction or payment. The real question is whether the Union can file recovery under Section 50 in its own name without proper written authority. In my view, these documents are not enough for that purpose. A list showing money deducted is one thing. But written authorisation is something else. Law requires clear permission from each employee. Just because workers are members of Union or money was deducted earlier it cannot be assumed that they have allowed the Union to file legal recovery for them. There must be authorisation for this purpose. The letter and cheque also do not change this position. They only show that at some time employer paid money to Union fund under settlement. This proves that arrangement existed. But it does not prove that

workers gave authority to Union to go to Court under Section 50. That requirement is specific in law. It cannot be guessed from past conduct or general dealings.

19. It is also important to understand that action under Section 50 leads to recovery like land revenue. Because of this law requires strict compliance. Written authority is kept as safeguard. It makes sure that only proper person files case on behalf of employee. So looking at all this these documents do support that deductions were made and Union has some claim under settlement. But still one important condition is not satisfied. That is written authorisation. Without that the Union cannot be treated as properly authorised to file recovery. Therefore, this defect remains and cannot be ignored.

20. The Union cannot assume that it automatically represents every employee for the purpose of recovery under Section 50. Representation in industrial matters and authority under a specific statutory provision are not always the same thing. The statute makes a clear distinction. For Section 50 written authority is necessary. Without it the Union cannot step into the position of the employee and seek recovery.

21. If the interpretation suggested by the petitioner is accepted, it will also disturb the structure of the Act. The Act separately defines “employee” and “Union”. This shows that the legislature treats them as different entities. Each has its own role. If the Union is allowed to act as an employee under Section 50, then this distinction will become meaningless. Such an interpretation will

make one part of the law overlap with another in an unclear way. It will create confusion about who can apply and under what conditions. Courts must avoid such interpretations. Every provision in the statute must be given its proper place and meaning. No provision should be made redundant. Therefore, on a careful reading, the argument of hardship cannot be accepted. The absence of written authorisation is a serious defect. And the interpretation suggested by the petitioner would unsettle the clear scheme of the Act. All these factors together make it difficult to accept the case of the petitioner.

22. For these reasons, I hold that the word “employee” in Section 50 cannot be read as including the Union in the present facts. The petitioner has not shown any written permission from the employees. Because of this, the Union cannot file recovery in its own name. It has no legal capacity under this section to do so. The order dated 21 April 2023 passed by the Industrial Court does not show any mistake in law. It is not perverse. It is within its jurisdiction. There is no reason for this Court to interfere.

23. Accordingly, the writ petition is dismissed. There shall be no order as to costs.

(AMIT BORKAR, J.)