

IN THE BOMBAY CITY CIVIL COURT AT BOMBAY
ORDER ON DRAFT NOTICE OF MOTION
IN
SUIT NO.2775 OF 2023

All India Bank Officers' Association
Acting through its General Secretary &
Authorized Representative,
Mr. Sundaram Nagarajan ... Plaintiff

V/s

Indian Bank's Association
Acting through its Chief Executive / Deputy
Chief Executive / Senior Advisor ... Defendant.

CORAM: HIS HONOUR JUDGE
SHRI VIRENDRA D. KEDAR
(COURT ROOM NO.01)
DATE: 30th DAY OF NOVEMBER, 2023

-: Appearances: -

Adv. Bhavesh Parmar for the plaintiff.

ORAL ORDER

The plaintiff by way of present draft notice of motion prayed for Ad-interim ex-parte temporary injunction inter alia: -

- (a) the defendant's association be restrained from organizing and/or holding and *or* conducting any further talks, discussion in relation to the Charter of demand (CoD) dated 23/10/2022 and supplementary CoDs dated 13/09/2023 and the revision due from 01/11/2022 in the absence of the plaintiff's association; and
- (b) the defendant's association be restrained from violating the legal right of the plaintiff's association to participate, discuss and negotiate in

all bi-partite talks, discussion, meetings, conferences and/or any other General discussions to be held herein after by the defendant's association in relation to CoDs dated 23/10/2022 and supplementary CoDs dated 13/09/2023 and the revision due from 01/11/2022 in the absence of the plaintiff's association;

2. In short, it is contention of the plaintiff that, the plaintiff's organization (AIBOA) is a trade union registered under the provision of the Trade Union Act. The defendant organization (IBA) being an organization formed for the purpose of safeguarding the interest of the banking community and encompasses various affiliated trade union who looked after the welfare of bank officers and bank employees.

3. It is submitted that as on date the plaintiff's association represents the interest of bank officers working in 10 public sector bank, 4 private sector banks, 2 regional rural banks and Cooperative banks and who formed part of 14 State committees affiliated with the plaintiff's association. In the year 1984, the plaintiff's associations on behalf of 'AIBOA' submitted the first CoD, before the defendant's association. Pursuant thereto, the defendant's association and the authorized representative of the various association and workman unions entered bi-partite talks for negotiating and settling various issues including wage revision policies. They have entered bi-partite talks over various CoDs submitted year on year during the last 40 years with the latest CoD being submitted on 23.10.2022 along with supplementary CoD dated 08/09/2023 over which bi-partite talks have been slated and are currently underway.

4. Owing to the said industrial relations exercise, the collective bargaining right of the officers and the workman being employed in the banking industry and other financial institutions have been secured since 1984 till May 2023. The plaintiff's associations derives the right to participate in the said bi-partite talks not only by virtue of the said continued association for nearly 40 years but also by virtue of a letter dated 11.07.2005.

5. It is submitted that the defendant's association has not been proactive and has on various occasions delayed bi-partite talks/discussions on wage revision of employees due from 01/11/2022. Thus, due to lethargic attitude of the defendant's association, the 9 members trade union had no option left but to announce a strike and the same was communicated to the defendant *vide* notice dated 13/01/2023. Accordingly, conciliation talks were scheduled on 24/01/2023 and subsequently on 27/01/2023, whereby the defendant's association redress the aforesaid grievances.

6. It is submitted that the plaintiff's association was duly invited to participate and attend the said bi-partite talks / discussion. Therefore, Mr. Sundaram on behalf of the plaintiff's association attended said bi-partite talks. Thereafter it was taking place on 21/06/2023, 19/07/2023, 28/07/2023, 07/08/2023, 31/08/2023 and 13/09/2023. Mr. Sundaram were present at the agreed upon venue on all the scheduled date to attend the said bi-partite talks. However, to their shock and surprised, the plaintiff's association was denied participation in the said bi-partite talks based on flimsily ground. Thereafter, the plaintiff addresses various letters communication dtd.

05/06/2023, 22.06.2023, 12.07.2023, 20.07.2023, 28.07.2023, 08.08.2023, 17.08.2023, 28.08.2023 30.08.2023, 05.09.2023 and 13.09.2023 to the defendant's association. However, the defendant's association has denied the plaintiff's association representation in the said bi-partite talks since 21/06/2023. Now it is contention of the plaintiff that, they learn that the next round of bi-partite talks is slated to be held by the defendant on 02/12/2023. The plaintiff got knowledge of it on 26/11/2023. Thus, the plaintiff's association addressed letter dated 27/11/2023 to the defendant and urged and requested the defendant's association to kindly allow the participation and representation of the plaintiff in the next round of bi-partite talks scheduled to be held on 02/12/2023. However, the defendant's association chosen to keep quiet and has given no reply to the letter of the plaintiff's association. Hence, the notice of motion for seeking ad-interim-reliefs in terms of prayer clause (a) and (b).

7. Herein it is to be seen that inspite of service of today's notice none appeared on behalf of the defendant.

8. Heard the Ld. Advocate for the plaintiff. Perused the record.

9. The plaintiff has relied on various documents. Upon perusal of the same it reveals that the plaintiff's association is participating in bi-partite talks with the defendants since long. It further reveals that the defendant always provided an opportunity to the plaintiff's association for participating in bi-partite talks over various CoD. It is further reveals that the plaintiff's association represent the interest of bank officers working in 10 public sector banks, 4 private sector banks,

2 regional rural banks and co-operative banks who formed part of 14 state committee affiliated with the plaintiff's association. It further reveals that on behalf of the plaintiff's association Mr. Sundaram Nagarajan being General secretary / authorized representative of the plaintiff participated in the various bi-partite talks held in between the plaintiff and defendant's association.

10. The plaintiff has filed the copy of latest CoDs dated 23/10/2023 submitted before the defendant's association by 4 All India Association including the plaintiff. It is further revealing that Ministry of Finance *vide* written communication dated 20/01/2023 invited to the 9 members Trade Union including the plaintiff's association through UFBU to participate and attend bi-partite talks slated to take place on 31/01/2023 and 28/02/2023. The plaintiff has also filed copies of the bi-partite talks invitation. Thus, prima facie it reveals that the plaintiff's association is participating in various bi-partite talks over various CoDs before the defendant's association along with the authorized representative of the various officer's association and workman unions. Now it reveals that the defendant's association refused participation to the plaintiff's association. Therefore, the plaintiff association sent various letters and requested to allow them to participate in the bi-partite talks so as to protect the interest of their members and discuss on various issues. However, the defendant neither complied nor replied to their request letter. The plaintiff has filed copy of newspaper cutting of the article titled "Wage hike decision for PSB staff likely by mid-Dec", published on 27/11/2023 in financial express. Thereafter, the plaintiff has issued letter dated 27/11/2023 addressed to the defendant thereby requested to provide an opportunity to the plaintiff representative in the

discussion scheduled to be held on 02/12/2023, on the ground that the public sector bank officers are subjected to harassment during service period as well as after retirement and thus the plaintiff association wants to put their side. However, there is no response from the defendant's association. In my view looking to the above facts, it is necessary to provide an opportunity to the plaintiff's association to participate in the discussion to be held on 02/12/2023 so as to put their side regarding wage hikes or other issues. Thus, the plaintiff's association prima facie made out case for grant of Ad-interim ex-parte temporary injunction. Hence, the following order.

ORDER

1. Ad-interim ex-parte temporary injunction is hereby granted in favour of the plaintiff, thereby the defendant's association is directed to allow the plaintiff's association to participate in the next round of bi-partite talks scheduled to be held on 02/12/2023.
2. Plaintiffs to comply with the proviso of Order 39 Rule 3 of C.P.C.



Date: 30.11.2023

Dictated on : 30.11.2023
Transcribed on : 30.11.2023
Signed on : 30.11.2023

(Virendra D. Kedar)
Judge, City Civil & Sessions
Court, Gr. Mumbai
(C.R. No.1)

“CERTIFIED TO BE TRUE AND CORRECT COPY OF THE ORIGINAL SIGNED JUDGMENT/ORDER.”

UPLOAD DATE: 01.12.2023 NAME OF STENOGRAPHER(G-I)
Mrs. V. V. Mhatre

TIME:

Name of the Judge (With Court room no.)	HHJ Shri Virendra D.Kedar (Court Room No.1)
Date of Pronouncement of JUDGEMENT/ORDER	30.11.2023
JUDGMENT/ORDER signed by P.O. on	30.11.2023
JUDGEMENT/ORDER uploaded on	01.12.2023