

IN THE HIGH COURT OF KARNATAKA, DHARWAD BENCH



DATED THIS THE 24TH DAY OF OCTOBER, 2025

BEFORE

THE HON'BLE JUSTICE R.DEVDAS

AND

THE HON'BLE JUSTICE PRADEEP SINGH YERUR

WRIT APPEAL NO. 100250 OF 2021

BETWEEN

THE MANAGEMENT OF
M/S GRASIM INDUSTRIES LTD.,
UNIT: HARIHAR POLYFIBERS,
KUMARAPATTANAM 581123,
RANEBENNUR TALUK, HAVERI DIST.

.....APPELLANT

(BY SRI. PRAMOD N KATHAVI., SR. COUNSEL FOR
SRI. GANGADHAR S HOSAKERI & D.M. MALLI., ADVOCATES)

AND

- 1 . THE GENERAL SECRETARY
HARIHAR POLYFIBERS,
EMPLOYEES UNION,
KUMARAPATTANAM 581123,
RANEBENNUR TALUK.
HAVERI DIST.
- 2 . DEPUTY LABOUR
COMMISSIONER BELAGAVI DIVISION,
BELGAVI-590001.
- 3 . ADDITIONAL LABOUR
COMMISSIONER (INDUSTRIAL RELATIONS),
AND APPELLATE AUTHORITY UNDER
THE INDUSTRIAL EMPLOYEMENT,
(STANDING ORDERS ACT), 1946,

DAIRY CIRCLE, BANNERGHATTA ROAD,
BENGALURU 560029

...RESPONDENTS

(BY SRI. S.L.MATTI, ADVOCATE FOR R1
SRI. ASHOK KATTIMANI., AGA FOR R2 & R3)

THIS WRIT APPEAL IS FILED U/S. 4 OF KARNATAKA HIGH COURT ACT, 1961, PRAYING THIS HONBLE COURT TO ALLOW THIS WRIT APPEAL AND SET ASIDE THE ORDER DATED 17.09.2021 PASSED BY THE LEARNED SINGLE JUDGE IN WRIT PETITION NO.106307 OF 2018 DISMISSING THE WRIT PETITION FILED BY THE APPELLANTS., IN THE INTEREST OF JUSTICE AND EQUITY.

THIS WRIT APPEAL HAVING BEEN HEARD AND RESERVED ON 07.08.2025 AND COMING ON FOR PRONOUNCEMENT OF ORDERS, THIS DAY, THIS COURT DELIVERED THE FOLLOWING:

CORAM: HON'BLE MR JUSTICE R DEVDAS
AND
HON'BLE JUSTICE PRADEEP SINGH YERUR

CAV JUDGMENT

(PER: HON'BLE MR JUSTICE R DEVDAS)

Consequent to review petitions filed by the appellant and the contesting respondent No.1 in R.P.No.100126/2022 and R.P.No.100057/2023 respectively and this Court allowing the two review petitions and recalling the judgment passed by this Court in W.A.No.100250/2021 dated 05.07.2022, the writ appeal is taken up for reconsideration.

2. It is necessary to mention that the review petitioners in R.P.No.100057/2023 are individual workmen who are not parties to the proceedings either in the writ petition or before this Court in the Writ Appeal, however, leave was granted to the petitioners to prosecute the case, having regard to the liberty granted by the Apex Court in SLP No.32366/2022. It should also be noticed that learned Counsel Sri S.L.Matti who appeared for the review petitioners in R.P.No.100057/2023 is the learned Counsel who appeared for respondent No.1 before this Court. We have heard the learned Counsel after the matter is restored and taken up for reconsideration.

3. Learned Senior Counsel Sri Pramod M.Kathavi, appearing for learned Counsel Sri Gangadhar S.Hosakeri, for the appellant submitted at the outset that the respondents cannot deny the fact that the appellant-Management and its workmen are governed by Certified Standing Orders (for short CSO), agreed and certified from time to time, commencing from 1971. The appellant has two units under the name and style Harihar Polyfibres (hereinafter referred to as HPF for short) and Grasilene Division, both situated at

Kumarapattanam, Ranebennur Taluk, Haveri District. The *lis* before this Court is confined to HPF, which is involved in manufacture, distribution and sale of rayon grade pulp and the manufacturing process involves chipping, cooking, washing and bleaching, de-watering, chemical recovery and power plant operation.

4. The service conditions of the workmen is governed by CSOs and settlements entered into between the appellant-Management with the recognized Trade Unions, from time to time, under the provisions of the Industrial Disputes Act, 1947, The Factories Act, 1948, the Industrial Employment (Standing Orders) Act, 1946 and such other labour laws. Learned Senior Counsel submits that the age of retirement of the workmen is fixed at 58 years, having regard to the hazardous environment of the unit. This is done solely with a view to ensure good health and safety of the workforce, in view of the hazardous manufacturing process.

5. Learned Senior Counsel submitted while pointing out to Annexure-R1 which was filed along with the statement

of objections of respondent No.1, that in terms of the Long Term Wage Settlement signed on 27.10.2016, for the period from 01.12.2015 to 30.11.2020 and at Clause 2.5 of the Terms of the Settlement, it is clearly stated that all other demands of the Union which are not specifically brought thereunder, are dropped after discussion by the Union and the Union further undertook not to raise any demands including those involving any additional financial burden, claims, disputes etc., direct or indirect, either individually or collectively on the Management during the period of Settlement. The Union also agreed not to reopen any of the matters provided under the Settlement or not to raise any fresh demand during the period of Settlement which involves additional financial burden. At Clause 2.6 it is stated that all other conditions of service and benefits, which have not been modified or superseded under the Settlement, shall continue to remain in force. It is pointed out from Clause-29 of the CSO of the company, the age of retirement of the workmen is fixed at 58 years, but the workman shall also retire earlier on medical grounds if he becomes medically unfit and he is

certified to be unfit by the Medical Officer appointed or nominated by the Management.

6. However, the Karnataka Industrial Employment (Standing orders) (Amendment) Rules 2017, were notified in the Karnataka Gazette on 27.03.2017, where the prescription of age of superannuation was enhanced from 58 years to 60 years. After amendment, the provision in clause 15-A of Schedule I of the Rules, 1961, reads as follows:

"The age for retirement or superannuation of the workman may be 60 years or such other age as may be agreed upon between the employer and the workman by any agreement, settlement or award which may be binding (sic) on the employer and the workman under any law for the time being in force."

7. Following the amendment, the 1st respondent-Union gave a representation to the 2nd respondent-Deputy Labour Commissioner, Belagavi Division, to direct the appellant-management to enhance the age of superannuation of the workmen from 58 to 60 years. The 2nd respondent issued a notice dated 15.04.2017 at Annexure-D and the appellant

gave a reply on 27.04.2017, pointing out to Clause-29 of the CSO and further stated that the notification issued by the Government on 27.03.2017 is under challenge in W.P.Nos.14576-14758/2017 (L-RES) and since the matter is *subjudice*, no decision in the matter can be taken by the management. The 2nd respondent however passed the impugned order on 17.03.2018 exercising powers under Section 5(3) of The Industrial Employment (Standing Orders) Act, 1946, (for short, hereinafter referred to as 'the I. E. Act, 1946') amending Clause-29 of the CSO and enhancing the age of superannuation from 58 to 60 years. Aggrieved by the said action of the 2nd respondent, the appellant herein preferred an appeal invoking Sections 6 and 7 of the I. E. Act, 1946, read with Rule 7A(1) of the Rules 1961, before the appellate authority, respondent No.3. However, respondent No.3-appellate authority rejected the appeal by the impugned order dated 08.08.2018.

8. Learned Senior Counsel submitted that the learned Single Judge failed to consider the fact that the Model Standing Orders and any amendment brought thereto are

not *ipso facto* binding on the industrial establishments which have CSOs and the same cannot have effect until and unless the CSOs applicable on the date of the amendment is modified to bring it in line with the amended Model Standing Order. It is pointed out that the language employed in the Model Standing Order is “may” and not “shall” and therefore, they are discretionary and not mandatory. The Act provides adequate safeguard to ensure that the parties shall be bound by the CSO and any change thereto is permissible only in accordance with law.

9. Learned Senior Counsel submits that the learned Single Judge fell in error while applying the law laid down by the Apex Court in ***Barauni Refinery Pragatisheel Shramik Parishad and Ors. Vs. Indian Oil Corporation Ltd. and Ors.***¹, although paragraph No.10 of ***Barauni Refinery*** is extracted in the impugned order passed by the learned Single Judge. The learned Single Judge, in paragraph No.33 has held that since the term of settlement in CSO which held the field between 01.12.2015 and 30.11.2020, came to an

¹ (1991) 1 SCC 4

end on 30.11.2020 and thereafter, the 1st respondent-union submitted fresh charter of demand on 23.11.2020, thereby drawing curtains on the existing settlement. However, it is noticeable that the impugned orders were passed by the 2nd respondent- Deputy Labour Commissioner on 17.03.2018 and affirmed by the 3rd respondent on 08.08.2018. It is therefore clear that the impugned orders were passed during the operation of the Terms of Settlement contained in the CSO for the period from 01.12.2015 to 30.11.2020. This important aspect of the matter has been ignored by the learned Single Judge.

10. Moreover, the observation of the learned Single Judge in paragraph No.27 that since no material is produced to indicate that classification of the appellant industry as 'hazardous' has any significant relation to fixation of age of retirement, the learned single Judge has brushed aside the contention of the appellant that the activity of the appellant involves in hazardous process and therefore, due regard should be had before bringing about any change in the age of retirement. Even otherwise, the impugned orders are clearly

hit by the judgment in **Barauni Refinery** (supra). In this regard, attention of this Court is drawn to First Schedule of the Act, 1948, in furtherance of Section 2(cb), where at serial No.20 is 'man-made fibre (cellulosic and non-cellulosic) industry', which answers to the prescription of the term 'hazardous processes'. The appellant-industry is therefore, an industry involving hazardous processes as defined under the Act, 1948. No independent material is required to be placed before this Court to establish that the appellant-industry, which is involved in hazardous processes, requires a free hand to decide the age of retirement of its workmen. The Certifying Officer cannot take a unilateral decision to amend the service condition, by exercising powers conferred under Section 6 of the I. E. Act, 1946.

11. Per contra, learned Counsel Sri.S.L.Matti, appearing for the 1st respondent-Union sought to justify the impugned orders passed by respondents No.2 and 3 and the learned Single Judge. It is submitted that the learned Single Judge has elaborately considered the judgments in **Barauni**

Refinery (supra), M.C.Raju Vs. Executive Director², Guest, Keen, Williams Pr. Ltd. Calcutta Vs. P.J.Sterling and Others³, Management of Federal Mogul Goetze India Pvt. Ltd., Vs. Additional Labour Commissioner & Ors.⁴, M/s.Kennametal India Ltd Vs. Kennametal India Employees' Association and Others⁵.

12. It is submitted that the learned Single Judge noticed the decision of a Division Bench of this Court in the case of **Federal Mogul Goetze** (supra) where it was held that vesting of discretion with management to raise the age of retirement or otherwise might lead to victimization. Under such circumstances, it would lie upon the management to justify adoption of such a discriminatory provision in the CSO. The learned Single Judge has noticed that in **Wipro Infrastructure Engineering Vs. Additional Labour Commissioner⁶**, where another Division Bench has held that management has failed to place material on record justifying

² 1984 SCC OnLine KAR 138

³ AIR 1959 SC 1279

⁴ 2021 SCC OnLine KAR 14708

⁵ Writ Appeal No.2395 of 2012 dated 29.05.2014

⁶ Writ Appeal No.2482 of 2015, dated 07.11.2015

prescription of lower age of retirement and courts have dismissed such challenges by the management.

13. Lastly, learned Counsel for the 1st respondent submitted that the consequences of the amendment brought to clause 29, extending the age of superannuation from 58 to 60 years, which is in conformity with the Model Standing Orders, and the benefit flowing there from, should enure to all such workmen who were compulsorily retired at the hands of the appellant herein.

14. Heard learned Senior Counsel Sri.Pramod M Kathavi, for learned Counsel Sri.Gangadhar S Hosakeri, appearing for the appellant, learned Counsel Sri.S.L.Matti, appearing for the 1st respondent, learned Additional Government Advocate for respondents No.2 and 3 and perused the appeal memo.

15. Since learned Senior Counsel Sri.Pramod M.Kathavi, placed strong reliance on ***Barauni Refinery*** (supra) and ***M.C.Raju*** (supra), this Court is required to carefully examine the law laid down by the Apex Court in

Barauni Refinery (supra). In fact, **M.C.Raju** (supra), was rendered by a Division Bench of this Court much prior to **Barauni Refinery** (supra). The Division Bench was faced with a similar situation where the Industrial Employment (Standing Orders) Act, 1946 were amended w.e.f. 11.03.1982 and for the first time age of retirement or superannuation was prescribed by inserting Clause 15-A, providing that the age of retirement or superannuation of the workman may be 58 years or such other age as may be agreed upon between the employer and the workmen by any agreement, settlement or award which may be binding on the employer and the workman under any law for the time being in force. It was noticed that in terms of the settlement between the employer and the workmen therein, dated 19.08.1997 and Clause-5 thereof, the age of retirement was 55 years. The settlement was for a period of 5 years from 19.08.1977 to 17.08.1982. However, immediately after the amendment on 11.03.1982, the workmen made an application on 16.06.1982 to the Deputy Labour Commissioner and Certifying Officer under Section 10(2) of the Act, proposing an amendment to the Certified Standing

Orders for providing 58 years as the age of retirement. On 31.12.1982 the amendment was allowed and the decision was challenged before the Appellate Authority. The Appellate Authority allowed the appeal and set aside the orders passed by the Certifying Officer. A workman challenged the order of the Appellate Authority by filing a writ petition which came to be allowed while remitting the matter back to the Appellate Authority for fresh disposal. On remand the Appellate Authority once again allowed the appeal while setting aside the order of the Certifying Officer. The Appellate Authority however made a further order that a Clause viz., "the age of retirement or superannuation of the employees shall be 55 years" shall be incorporated in the standing Orders of the respondent.

16. Attention of the Division Bench was drawn to Section 12-A which provided for temporary application of Model Standing Orders. However, the Division Bench noticed that the said provision was added by Act 39 of 1963 with effect from 23.12.1963 and held that the said temporary provision was for the transitory period during which the

Model Standing Orders shall be deemed to be applicable to the establishment, having regard to the fact that for the first time, provision was sought to be made for stipulating the age of retirement. It was therefore held that reference Standing Orders as finally certified under the Act in Section 12-A, is obviously to the first Standing Orders made for the establishment after the Act came into force. It was therefore held that what follows is that if the model standing orders are amended subsequent to the coming into operation of the first standing order in respect of the particular establishment, the same do not automatically become applicable to the establishment concerned. "Steps have to be taken to amend the existing Standing Orders in accordance with Section 10 of the Act. Until such steps are taken to amend existing standing Orders to bring them in conformity with the amended model Standing Orders, the amended model standing Orders will not be applicable to the establishment."

(emphasis supplied)

17. Further, having regard to the express provisions contained in Sub-section (1) of Section 10 of the Act, 1946, it was held that if there are in operation certified standing

Orders in respect of the particular establishment and the Model Standing Orders are thereafter amended requiring the amendment of the existing Certified Standing Orders, appropriate steps have to be taken in accordance with Section 10 of the Act. Accordingly, the Division Bench further held as follows:

"In these circumstances, sub-section (1) of Section 10 precludes the amendment of the existing Certified Standing Orders immediately, as no amendments can be effected except on agreement between the employer and the workmen for a period of six months from the date on which these Certified Standing Orders came into operation. Sub-section (1) of Section 10 of the Act, thus precludes the Standing Orders being modified so as to bring them in conformity with the subsequently amended Model Standing Orders for a period of six months from the date on which the existing certified Standing Orders came into operation. Thus, it becomes clear that it was not the intention of the legislature that the Model Standing Orders should become effective and come into operation immediately as and when they are amended. If the intention of the legislature was that they should be deemed to come into operation, as soon as the amendment came into operation, there would not have been a bar as contemplated in sub-section (1)

of Section 10. This is an additional reason which suggests that the legislature did not contemplate that the amendment to the Model Standing Orders should become operative as soon as the amendment comes into operation. We have, therefore, no hesitation in taking the view that as and when the Model Standing Orders are amended, the only way to give effect to the amendment is by resorting to the procedure of amendment contemplated by Section 10 of the Act and that until the existing Certified Standing Orders are suitably amended, the amended Model Standing Orders cannot be deemed to be applicable to the concerned establishment.”

(emphasis supplied)

18. It is therefore clear, that having regard to the express provisions contained in Sub-Section (1) of Section 10 of the I. E. Act, 1946, standing Orders finally certified or adopted shall not be liable to modification until the expiry of six months from the date on which the standing orders or the last modifications thereof, came into operation. Sub-Section(2) of Section 10 provides for an employer or workmen or a trade union to apply to the Certifying Officer to have the Standing Orders modified. The Certifying Officer is

required to consider the application after issuing notice to the Management, while calling for objections.

19. The Apex Court in **Barauni Refinery** (supra) noticed the issues raised by the High Court which are as follows:

"While hearing these two writ petitions the High Court formulated two points for consideration, namely, (1) "Whether the Certifying Authority under the Standing Orders Act has the jurisdiction to entertain an application for amendment of a Standing Order which fixes the age of retirement of the workmen as 58 years which is in consonance with the model Standing Order and enhances the age of retirement to 60 years without first giving any finding whether it is practicable to give effect to the model Standing Order and (i) "Whether the settlement arrived at under Section 18 (3) and Section 19(2) of the Industrial Disputes Act, 1947, between the petitioner and me workmen represented by their recognised majority union and which settlement was in force when impugned orders were made, had put any bar on the rights of the workmen to approach the authorities under the said Act for seeking modification of the Standing Orders with regard to the fixation of the age of superannuation of the workmen". The High Court answered the first question in the affirmative holding

that it was open to the Certifying Authority to entertain an application for modification of the clause fixing the date of superannuation, the provisions in the model Standing Orders, notwithstanding. On the second point the High Court came to the conclusion that the settlement arrived at in conciliation proceedings was binding on the workmen and as clause 19 of the settlement kept the service conditions which were not changed intact and clause 21 of the settlement did not permit raising of any demand throwing an additional financial burden on the IOCI., it was not permissible to modify the certified Standing Orders by an amendment as that would alter the service condition and increase the financial burden on the management. In this view that the High Court took it quashed the orders passed by the two authorities below and made the rule in CWP No.1717 of 1987 absolute while dismissing CWP No.3417 of 1987 with no order as to costs. It is against this order that the trade unions have approached this Court.”

(emphasis supplied)

20. Further, having regard to the second aspect which concerns the binding character of the settlement, the Apex Court noticed that Section 2(p) of the Industrial Disputes Act, 1947, defines a settlement as a settlement arrived at in the course of conciliation proceedings and includes a written agreement between the employer and workmen arrived at

otherwise by the parties thereto in such manner as may be prescribed and a copy thereof has been sent to the Officer authorized in this behalf by the appropriate Government and the Conciliation Officer. It was noticed that sub-section (2) of Section 12 casts a duty on the Conciliation Officer to investigate the dispute and all matters connected therewith with a view to inducing the parties to arrive at a fair and amicable settlement of the dispute. Having regard to the relevant provisions such as Sections 10, 12 and 18 of the Act, 1946, the Apex Court held that settlements are divided into two categories, viz., (i) those arrived at outside the conciliation proceedings and (ii) those arrived at in the course of the conciliation proceedings. It was held that a settlement which belongs to the first category has limited application since it merely binds the parties to the agreement, but, the settlement belonging to the second category has extended applications since it is binding not only on the parties to the industrial dispute but also to all others who were summoned to appear in the conciliation proceedings and all persons employed in the establishment or part of the establishment. It was therefore held that a

settlement arrived at in the course of the conciliation proceedings with a recognized majority union will be binding on all workmen of the establishment, even those who belong to the minority union which had objected to the same. It was therefore held that a settlement arrived at in a course of conciliation proceedings is put on par with an award made by an adjudicatory authority. The Apex Court upheld the decision of the High Court that the settlement was binding on all the workmen of Barauni Refinery including the members of Petroleum and Chemical Mazdoor Union.

21. It was also noticed that the settlement does not make any specific mention about the age of retirement. However, it provided that the terms and conditions of service which remained unchanged shall remain operative for the period of settlement. It was held that the age of retirement prescribed by Clause-20 of CSO was undoubtedly a condition of service which was kept intact in Clause-19 of settlement. It was noticed that the charter of demands contained several matters touching the conditions of service including the one concerning the upward revision of the age of retirement. It

was noticed that only certain conditions were altered while in respect of others no change was considered necessary. It was noticed that by Clause 21 of the settlement, the union agreed that during the period of the operation of the settlement they shall not raise any demand which would throw an additional burden on the management, other than bonus. The Apex Court therefore upheld the decision of the High Court which had held, "when the settlement had been arrived at between the workmen and the company and which is still in force, the parties are to remain bound by the terms of the said settlement. It is only after the settlement is terminated that the parties can raise any dispute for fresh adjudication." The Apex Court also dismissed the argument that the upward revision of the age of superannuation will not entail any financial burden on the management. It upheld the decision of the High Court that workmen who remain in service for a longer period have to be paid a larger amount by way of salary, bonus and gratuity, than the workmen who may newly join in place of retiring men. *The Apex Court therefore held that during the operation of the settlement it was not open for the workmen to demand a*

change in Clause-20 of CSO because any upward revision of the age of superannuation would come in conflict with clause 19 and 21 of the settlement.

(emphasis supplied)

22. The question therefore is, whether the 2nd respondent could have entertained such request made by the 1st respondent to amend clause 29 of the CSO, pursuant to the notification dated 27.03.2017, by invoking powers exercisable under Section 6 of the Act, 1946? Section 6 reads as follows:

6. Appeals.--(1) [Any employer, workmen, trade union or other prescribed representatives of the workmen] aggrieved by the order of the Certifying Officer under sub-section (2) of Section 5 may, within [thirty days] from the date on which copies are sent under sub-section (3) of that section, appeal to the appellate authority, and the appellate authority, whose decision shall be final, shall by order in writing confirm the standing orders either in the form certified by the Certifying Officer or after amending the said standing orders by making such modifications thereof or additions there to as it thinks necessary to render the standing orders certifiable under this Act.

(2) The appellate authority shall, within seven days of its order under sub-section (1) send copies thereof to the Certifying Officer, to the employer and to the trade union or other prescribed representatives of the workmen, accompanied, unless it has confirmed without amendment the standing orders as certified by the Certifying Officer, by copies of the standing orders as certified by it and authenticated in the prescribed manner.

23. Therefore, under Section 6, an appeal could be preferred by the workmen or trade union if they were aggrieved of the order of the Certifying Officer under sub-section (2) of Section 5, which pertain to certification of standing orders. Therefore, it is clear that the 2nd respondent could not have exercised powers under Section 6, in the present context. On the other hand, as held by the Division Bench in the case of **M.C.Raju** (supra) sub-section (2) of Section 10 could have been invoked by the 1st respondent. Having regard to the fact that the previous CSO was signed and certified between the appellant and the Union on 27.10.2016 and that a period of 6 months had elapsed and therefore, the 1st respondent could invoke sub-section (2) of Section 10, nevertheless, the next question would be,

whether the service conditions could be altered in view of the amendment made to the Model Standing Orders, by notification dated 27.03.2017, simpliciter?

24. It is noticeable that what is amended in terms of the notification dated 27.03.2017 is the words and figures "58 years" as "60 years". What remains without disturbance in the amended provision clause 15-A is:

"15- A - The age of retirement or superannuation of the workman may be 60 years or such other age as may be agreed upon between the employer and the workman by any agreement, settlement or award which may be binding (sic) on the employer and the workman under any law for the time being in force."

(emphasis supplied)

25. A plain reading of the provision makes it clear that the competent government did not intend to mandatorily amend such service conditions, enhancing the age of retirement in every establishment. Obviously so, since such an action to compulsorily amend and alter service conditions would violate the express provision of sub-section (1) of Section 10 of the Act, 1946. The learned Senior Counsel

Sri.Pramod M.Kathavi, is right while pointing out that the age of retirement in the sister concern remains in tact, since the workmen or the Union did not seek such amendment pursuant to the notification dated 27.03.2017. This amplifies the fact that the competent government did not propose or issue a blanket order to amend the age of retirement in every establishment, to bring them in conformity with the Model Standing Orders.

26. It is also undisputed that the CSO which was holding the field and binding the parties between 01.12.2015 to 30.11.2020 explicitly provided that all other demands of the Union which were not specifically brought in the CSO are dropped after discussion and the Union further undertook not to raise any demands including those involving any additional financial burden, claims, disputes etc., direct or indirect, either individually or collectively on the Management during the period of Settlement. The Hon'ble Apex Court has held in the case of **Barauni Refinery** (supra) that if the age of superannuation is extended, it will entail financial burden on the Management and therefore, during the operation of the

settlement it is not open for the workmen to demand upward revision of the age of superannuation.

27. Having regard to such finding, this Court is of the considered opinion that the other contentions of the appellant regarding it being a manufacturer of rayon grade pulp, and therefore it falls within the description of "hazardous processes" and therefore, it is entitled to fix the age of retirement having regard to such work environment, need not be gone into. Such contentions are kept open to be considered in appropriate proceedings.

28. In view of the above, this Court is of the considered opinion that the impugned orders passed by the 2nd respondent-Deputy Labour Commissioner, cannot be sustained. This Court, therefore, proceeds to pass the following:

ORDER

- (i) The Writ Appeal is ***allowed***.
- (ii) The impugned order dated 17.03.2018 passed by the 2nd respondent-Deputy Labour Commissioner in proceeding

bearing No.DLC/ Belgaum/ SO/
amendment/ CR-1/17 amending the
Certified Standing Order of the
appellant-Company enhancing the age of
retirement, is hereby quashed and set
aside.

(iii) The consequential orders passed by the
3rd respondent-Additional Labour
Commissioner at Annexure-K dated
08.08.2018 and the order dated
17.09.2021 in W.P.No.106307/2018 are
hereby quashed and set aside.

(iv) No order as to costs.

29. Pending Interlocutory Applications, if any, stand
disposed of.

Sd/-
(R DEVDAS)
JUDGE

Sd/-
(PRADEEP SINGH YERUR)
JUDGE