The present case is not one of frustration but a term was sought to be implied in order to give business efficacy to the agreement. But the principle laid down by the Supreme Court is applicable and I have already discussed that it was not necessary in the present case to imply any term in order to give effect to the contract and to remedy some obvious oversight.

In the present case by making the officers of the Company the final judges of whether there has been any economy effected or not, the contract negatives any justification for invoking the doctrine of implied term, and even if the contract was absolutely silent such a term should not be read into the contract because the result of that would be that howsoever absurd and harmful the suggestions made by the plaintiff were to be the defendants were bound to give effect to them which obviously would not justify the implying of any such term.

I have nothing more to add to what has been said by my learned brother and I agree with the findings given by him and the reasons given there for dismissing the appeal.

CIVIL WRIT.

Before Falshaw and Kapur, JJ.

THE MANAGER, HOTEL IMPERIAL, NEW DELHI,—
Petitioner.

versus

THE CHIEF COMMISSIONER, DELHI AND OTHERS,—
Respondents.

Civil Writ Application No. 189-D of 1955

1955

Nov., 25th

Industrial Disputes Act (XIV of 1947)—Sections 2(k), 10(1)(c) and 12(5)—Reference made by Government—Whether invalid being contrary to section 10(1), read with

sections 12(5) and 2(k)—Workers' Union—Right to represent one or more workers in an Industrial Dispute—Other statutes giving certain powers to Workers' Union—No such power given under the Industrial Disputes Act—Whether makes the reference illegal.

Held, that:—

(1) the reference which was made by the Government is not invalid as it does not contravene any one of the provisions of the Industrial Disputes Act, i.e., section 10(1) read with sections 12(5) and 2(k) of the Industrial Disputes Act and is in accordance with the rule laid down by the Supreme Court in Sarathy's case and as was pointed out by Bose, J., that one must not be over-technical in these matters;

(2) the existence of a union *qua* an industrial dispute is recognised by the rules made under the Industrial Disputes Act and under the Trade Unions Act, and merely because in the order of reference one of the parties described is workers of the Hotel Imperial as represented by the Hotel Workers' Union does not make the reference either illegal or vague or inoperative; and

(3) the mere fact that in other statutes dealing with industrial relations certain powers have been given to registered unions or representative unions is no ground for holding that the present reference is in any way illegal.

Petition under Article 226 of the Constitution of India, praying that the order of reference, dated the 12th of October, 1955, be quashed as illegal and the Tribunal be directed to refrain from proceeding further upon the reference and praying that the Court may issue such other appropriate directions, orders or writ as this Hon'ble Court consider proper, and further praying that during the pendency of the petition, the proceedings pending before the Tribunal be ordered to be stayed, and the petitioner paid the costs of the petition.

J. G. SETHI and M. L. SETHI, for Petitioner.

BISHAMBAR DAYAL and JANARDAN SHARMA, for Respondents.

JUDGMENT

KAPUR, J. This rule is obtained for the issuing of a writ of *mandamus* against the opposite party to forbear from proceeding with the reference under section 10(1)(c) of the Industrial Disputes Act, on the ground that the reference made by the Chief Commissioner is "invalid, inoperative and illegal". Kapur, J.

The relevant facts of the case are that on the 5th October, 1955, there was a strike of the employees of the Hotel Imperial, New Delhi, and demonstrations were held by these employees and their supporters. The letter of Dr. Seth, Director of Industries & Labour, dated the 10th of October, 1955, which has been filed by the State, shows that there was a similar trouble in other hotels also, namely the Swiss Hotel and the Maidens Hotel. Efforts were made, by the Conciliation Officer, to bring about an agreement, but there was neither any agreement nor was there any possibility of one. The immediate cause of the trouble is stated in the letter of Dr. Seth to be that a charge-sheet was issued to 22 of the employees of the Hotel Imperial on the 4th October, 1955, and on their being found guilty of " obstruction of service and insubordination * * " the management decided to dismiss them and they also decided to ask permission of the Conciliation Officer to carry out the order of dismissal, but the letter shows that up to the 10th October no such application had reached the office.

Some discussion took place where the Conciliation Officer and both the management and the Hotel Workers' Union were present but no decision could be arrived at. There were certain other demands on behalf of the employees which were indicated in a letter of the General Secretary of the Hotel Workers' Union, dated the 4th June, 1955, which was sent to the office of Dr. Seth and which was signed by 200

The Manager, Hotel Imperial, New Delhi
v.
The Chief Commissioner, Delhi and others

Kapur, J.

employees of the Hotel and it was mentioned in that letter that a meeting of the general body of the employees was held on the 31st May, 1955, where certain demands were formulated and the Hotel Workers' Union was authorised to conduct negotiations and to take necessary steps for the purposes of getting their grievances redressed.

The employees, it appears, went to Dr. Seth's office several times in the form of processions requesting a settlement. In the letter, dated the 10th October, 1955, which was addressed to the Secretary (Industries and Labour), Delhi State, Delhi, the various demands which were made by the workers are mentioned in paragraphs 5 to 16 and in paragraph 18 are suggested the points in controversy which required adjudication. The letter of the Conciliation Officer, Mr. S. P. Joshi, also dated the 10th October, 1955, indicates the dispute that exists between the workers of the Hotel and the Hotel management.

It appears that there was a previous award made by the Industrial Tribunal on the 28th June, 1950 in a dispute between the proprietors of various hotels and restaurants of Delhi, and the employees of those hotels and restaurants and amongst the employers was included the Hotel Imperial. Another award was made on the 31st March, 1952, by the Industrial Tribunal and this award was also in regard to the employees of the Hotel Imperial. On the 24th September, 1953, the General-Secretary of the Hotel Workers' Union sent a letter to the Labour Officer which is annexure 'A' attached to the reply of the State in which it was said "Again we reject the award on the following grounds". (It is not necessary to mention the grounds.) The letter then goes on to say—

> "It has, therefore, become absolutely imperative in the interest of establishing the

peaceful relations between the employers and the employees that a fresh Tribunal be instituted to go into the demands put forward by the Hotel Workers' Union on behalf of all the Hotel Workers of Delhi ".

And a request is made in the end to the effect " we would like this Tribunal to particularly consider the following problems—

(1) Scales of pay of different categories * * *
(2) Payment of dearness allowances* * * *
(3) Proper clothing * * * *
(4) Adequate leave and security of service.
(5) Bonus and provident fund."

In the affidavit of the State in reply it is stated that a similar letter was sent by the workers to the Hotel Imperial and a copy of the letter above-mentioned was sent by the Labour Officer, also to the Hotel management. In the letter of the 28th September, 1953, Annexure 'B' which was sent by the Labour Officer to the General Secretary of the Union, the subject mentioned is " the rejection of the old award and the present demands." The Labour Officer then asked the workers to meet him on the 6th October, 1953. The letter of the 27th June, 1955, sent by the Hotel Imperial shows that the management was not prepared to hold any discussions in regard to the demands made by the workers as they did not recognise the Union and there was according to them no industrial dispute. The letter of the Union of the 27th July, 1955, addressed to the Conciliation Officer shows that the workers had terminated the award of 1950.

On the 12th October, 1955, the State Government made a reference to the Industrial Tribunal in the following terms—

" Whereas from a report submitted by the Director of Industries and Labour, Delhi,

The Manager, Hotel Imperial, New Delhi
v.
The Chief Commissioner, Delhi and others

Kapur, J.

under section 12(4) of the Industrial Disputes Act, 1947, as amended, it appears that an Industrial dispute exists between the management of the Hotel Imperial, New Delhi, and its workmen as represented by the Hotel Workers' Union, Katra Shahenshahi, Chandni Chowk, Delhi."

This reference is made under section 10(1)(c) and 12(5) of the Industrial Disputes Act, read with the Government of India, Ministry of Labour notification No. LR. 1(9), dated the 28th June, 1947. In the schedule are given the various matters upon which adjudication was sought. On the 17th October, 1955, the Additional District Judge acting as the Tribunal directed that the parties be informed that the proceedings would be taken on the 22nd October, 1955.

Thereupon the Manager of the Hotel Imperial filed the present petition in this Court under Article 226 in which a rule was issued on the 1st of November, 1955, and the proceedings were stayed in the meanwhile. In this petition it was alleged that the reference was "invalid, inoperative and illegal" because—

(*i*) the reference does not contain the name of the employer and the Hotel Imperial is not a legal entity, nor is the employer of the workmen;

(*ii*) the order of reference does not specify and particularise the other party to the dispute either individually or as a group, category or class and the parties to the industrial dispute have been vaguely described as the workmen of the Hotel Imperial;

(iii) a large number of employees belonging to the various categories had no dispute with the employers ;

(*iv*) the order of reference was vague, indefinite and too general ;

(*v*) the dispute is a limited one with some employees and not the entire body of workmen and the Chief Commissioner had no power to refer to the Tribunal a dispute *qua* the parties who had not made any claim ;

(*vi*) the Hotel Workers' Union, Katra Shahenshai, had illegally been made a party, it not having been recognised by the employers ;

(*vii*) under section 36 of the Industrial Disputes Act, it was only the officers of the Union who are permitted to represent a workman and the Union as such is not permitted and the reference therefore contravenes the provisions of section 36 of the Industrial Disputes Act ;

(*viii*) the Union does not represent all the workmen as a large number of employees were not members of the Union and had not made any claim, nor had they any dispute with the employers ; and

(*ix*) the industrial dispute is not a grievance of a majority of the workmen, but it is a claim made by the Union alone which is intermeddling without reference to the wishes and interest of the men.

The State in its reply have controverted the allegations of the petitioner and have pleaded that the dispute relates to an overwhelming majority of workmen and it was considered imperative to refer the

The Manager, Hotel Imperial, New Delhi
v.
The Chief Commissioner, Delhi and others

Kapur, J.

dispute about all the workmen in the interest of industrial peace, that the workmen had authorised the Hotel Workers' Union to negotiate on behalf of the workmen, that 223 workmen had signed the letter of demand, dated the 4th June, 1955, which was sent to the Conciliation Officer and that the operation of the previous award had been properly terminated.

The Hotel Workers' Union, opposite party No. 3, have also filed pleas controverting the allegations made by the State.

Shortly put the argument on behalf of the petitioner comes to this that it is not indicated with any reasonable clearness as to what are the parties between whom the dispute exists ; that a trade union is a creation of the statute and its right to represent is similarly a creation of the statute and where the statute is silent the right to represent does not exist ; that even if it has any right to represent, it can represent its members and not the non-members.

Some subsidiary points were taken that the right to form a union does not carry with it the right to represent in any one of the following matters—

(a) right to negotiate ;
(b) right to make a representation to Government that a dispute exists ;
(c) right to become a party before a Tribunal and to settle the dispute and appoint workers ; and
(d) right to exclude an individual worker in such cases ;

and that no reference could have been made by the Government because there was a binding award which had not been terminated. Some of these matters do not seem to have been specifically raised in the petition itself.

It will at this stage be advantageous to examine the scheme of the Act. Section 2 is the definition section and clause (k) thereof defines what an industrial dispute is. It means—

> " 'Industrial dispute' means any dispute or difference between employers and employers, or between employers and workmen, or between workmen and workmen, which is connected with the employment or non-employment or the terms of employment or with the conditions of labour, of any person : "

In the *Kundan Textile Limited* v. *The Industrial Tribunal* (1), Rajamannar, C.J., gave a very wide definition to this clause and was of the opinion that even if the dispute is between an employer and one workman, it would fall within the definition. In the present case the State has placed on the record the report of Dr. Seth which gives the history of the whole dispute and it also shows that the Hotel Workers' Union was authorised by the workmen to negotiate on their behalf and to bring about a conciliation if possible. In these circumstances the Union as representing the workers of the Hotel Imperial can become a party to the dispute ; and, even if the allegation of the petitioner is correct, the Union as representing a part of the workers of the Hotel Imperial can take up the case of the workers and the dispute must be taken to arise under section 2(k) of the Act; *Sisir Kumar Laha* v. *Majumdar* (2).

In *R.* v. *National Arbitration Tribunal* (3), Lord Goddard, C.J., held a dispute between one employer and one workman to be within the definition of " trade dispute " which is defined in the English Act

(1) A.I.R. 1951 Mad. 616
(2) A.I.R. 1955 Cal. 309
(3) (1951) 2 A.E.R. 828

The Manager, Hotel Imperial, New Delhi
v.
The Chief Commissioner, Delhi and others

Kapur, J.

in language almost identical with section 2(*k*) of the Indian Act. The reference is made under section 10 (1).

> "10(1) Where the appropriate Government is of opinion that any industrial dispute exists or is apprehended, it may at any time, by order in writing—
>
> (*a*) * * * *
>
> (*b*) * * * *
>
> (*c*) refer the dispute or any matter appearing to be connected with, or relevant with, or relevant to, the dispute to a Tribunal for adjudication :
>
> Provided that where the dispute relates to a public utility service and a notice under section 22 has been given, appropriate Government shall, unless it considers that the notice has been frivolously or vexatiously given or that it would be inexpedient so to do, make a reference under this subsection notwithstanding that any other proceedings under this Act in respect of the dispute may have commenced."

and therefore whenever the Government forms the opinion that an industrial dispute exists or is apprehended, it can make a reference to the Tribunal. The section itself does not require that any parties to the dispute should be indicated. Counsel, however, relies on a judgment of the Supreme Court in *State of Madras* v. *C. P. Sarathy* (1), where it was observed—

> "* * and it would involve no hardship if the reference also is made in wider terms provided, of course, the dispute is one of the

(1) 1953 S.C.R. 334, 349

> kind described in section 2 (k) and the parties between whom such dispute has actually arisen or is apprehended in the view of the Government are indicated either individually or collectively with reasonable clearness."

In my opinion this requirement has been complied with. The dispute is stated in the reference to be between the managment of the Hotel Imperial on one side and the workers of the Hotel as represented by the Union on the other which is an indication with " reasonable clearness."

The relevant portion of section 12 which gives the duties of a Conciliation Officer provides the holding of conciliation proceedings by such officer in order to bring about a settlement of the dispute and if no such settlement is arrived at he is required to send a full report setting out the steps taken by him for ascertaining the facts and circumstances relating to the dispute along with the reasons for a settlement not being arrived at. Section 12 (5) of this Act provides—

> "12 (5) If, on a consideration of the report referred to in sub-section (4), the appropriate Government is satisfied that there is a case for reference to a Board or Tribunal, it may make such reference. Where the appropriate Government does not make such a reference it shall record and communicate to the parties concerned its reasons therefor."

It was on the basis of this report that the reference was made.

The Manager, Hotel Imperial, New Delhi
v.
The Chief Commissioner, Delhi and others

Kapur, J.

The representative character of the Union and its power to apply for a reference is indicated by the provisions of the Industrial Disputes Act and the rules made thereunder as also by the Trade Union Act. Section 15 (d) of the Trade Union Act of 1926 relied upon by counsel for the Union allows the general funds of the registered union to be spent for the conduct of trade dispute on behalf of the trade union or members thereof. He also referred to the rules made under the Act and particularly to rules 6 (3) and 36. The former provides that if a notice is to be given to workmen it shall be sent in the case of workmen who are members of a registered trade union, to the President or Secretary of the trade union and in the case of workmen who are not members of a registered trade union to anyone who has attested the application under rule 3. The latter, i.e. rule 36, provides for groups of workmen's representatives. The object of the reference of these rules was that the rules themselves recognise the existence of unions which have certain powers and can have representative capacity.

Rule 3 made under section 38 of the Industrial Disputes Act provides for an application to be made and under rule 4 in the case of a workman the application is either to be made by the President or Secretary of a registered trade union or five representatives of workmen duly authorised in that behalf at a meeting held for that purpose. Thus, it is clear that an application for reference on behalf of a workman can be made by a registered union and it cannot be said therefore that a registered union cannot be made a party to the dispute. Part IV of the rules deal with representation of parties and rule 31 provides that a party appearing by a representative shall be bound by the acts of that representative.

Mr. Sethi referred to *Dagadu Kushaba Awara* v. *Labour Appellate Tribunal of India* (1), where it was held under the Industrial Disputes (Appellate Tribunal) Act that the Industrial Disputes (Appellate Tribunal) Act does not confer upon a representative union that representative character which the Bombay Industrial Relations Act confers and therefore a settlement arrived at between a representative union and an employer and registered before an Appellate Tribunal is not binding upon an individual workman who had no opportunity of being heard because no notice was given to him. The emphasis laid by Mr. Sethi was on the point that even though a representative union can bind a workman under the Bombay Industrial Relations Act, it has no such power when the matter goes in appeal under the Industrial Disputes (Appellate Tribunal) Act. In other words, even though the Bombay Industrial Relations Act gives a representative character to a union and makes all agreements entered into by the Union and decisions taken by the union binding on the workman, it has no such effect under the Labour Tribunals Act and *a fortiorari* anything done by the union under the Industrial Disputes Act would not be binding and therefore the union cannot be made a party to the dispute in reference. Merely because under another Act a decision accepted by a union cannot be binding on a workman does not seem to be any ground for saying that in a reference under section 10(1)(c) the Government cannot indicate the other party to be workmen of an establishment as represented by a union. It is a long step in the argument to say that because a certain settlement cannot be made binding on a workman unless a notice is given to him in proceedings under the Industrial Disputes (Appellate Tribunal) Act, a union

(1) A.I.R. 1954 Bom. 302

The Manager, Hotel Imperial, New Delhi
v.
The Chief Commissioner, Delhi and others

Kapur, J.

which is neither explicitly nor by necessary intendment excluded by any statute cannot under section 10(1)(c) of the Act be made a party to a reference.

Counsel then referred to the provisions of section 36 of the Industrial Disputes Act which makes provision for representation of parties. This section is as follows :—

"36(1) A workman who is a party to a dispute shall be entitled to be represented in any proceeding under this Act by—

(*a*) an officer of a registered trade union of which he is a member ;

(*b*) an officer of a federation of trade union to which the trade union referred to in clause (*a*) is affiliated ;

(*c*) where the worker is not a member of any trade union by an officer of any trade union connected with, or by any other workman employed in, the industry in which the worker is employed and authorised in such manner as may be prescribed ".

He also quoted several provisions of the Bombay Industrial Relations Act, 1946. Section 3(clauses 30, 32 and 33 of that Act) deals with a representative union. Section 30 provides for a representative of employees in any industry in any local area. Section 32 empowers a conciliator, an arbitrator, etc., to permit an individual employee to appear provided that no such person can appear in any proceeding in which a representative union has appeared. Under section 114(*b*) any settlement, submission or award is binding on all members of the union if the registered union is a party to such an agreement. But what becomes binding on a workman under the Bombay Industrial Relations Act, 1946, is hardly relevant for the decision of whether under section 10(1)(*c*) and 12(5) a State Government has the power to make a

reference or if it indicates a union to be a party to the dispute the reference becomes bad. There is nothing to indicate in the Industrial Disputes Act itself that the Government cannot make a reference indicating that one party to the dispute is a trade union, and , as I have said, merely because the provisions of another Act will have a different effect on the decision taken by the Tribunal does not seem to be any reason for holding that the present reference is ineffective.

Counsel then referred to *R.* v. *Industrial Disputes Tribunal* (1). That again was a decision under another provision of an English Act—differently worded and there the Act itself required as to who were the persons who could report to the Minister as to the existence or extent of a trade dispute.

Reliance was then placed on *Ranchhod Ravji* v. *State of Bombay and others* (2), which again was a case under the Bombay Industrial Relations Act and dealt with the effect of settlement by a union on non-members and therefore is not of much assistance in the present case.

Similarly *Usman Habib* v. *State of Bombay* (3), is also not of much assistance as that is a case again under the Bombay Industrial Relations Act, section 1 of which provides that the principle of the Act is collective bargaining and that the Act itself gives powers to representative unions for the purpose of collective bargaining.

The next case quoted is *Raja Kulkarni* v. *State of Bombay* (4), which deals with the Industrial Disputes (Appellate Tribunal) Act and with the Bombay Industrial Relations Act. It was there held that

(1) (1953) 1 A.E.R. 503
(2) A.I.R. 1954 Bom. 212
(3) A.I.R. 1955 Bom. 177
(4) A.I.R. 1951 Bom. 105

The Manager, Hotel Imperial, New Delhi
v.
The Chief Commissioner, Delhi and others

Kapur, J.

there is nothing in the Bombay Industrial Relations Act which renders the right guaranteed by Article 19(1)(c) to form unions illusory and that the right to form unions does not carry with it the right to represent in an industrial dispute. But that again does not help us to decide the question which is now before us, i.e., whether the reference is a good reference or an invalid one.

A case decided by the Federal Court, *The India Paper Pulp Co. Ltd.* v. *The India Paper Pulp Workers' Union* (1), is helpful to a certain extent. In that case reference was made in a language similar to the one that we have in the present case. There an industrial dispute had arisen between a company and their discharged workmen whose names were mentioned in the list attached to the Government notification and who were described in the notification as represented by the India Paper Pulp Workers' Union * *.

Although the question was not raised in so many words, the reference was held to be good and it was held that section 10 does not require that the particular dispute should be mentioned in the order of reference of the Government and it is sufficient if the existence of the dispute and the fact that the dispute is referred to the Tribunal are clear from the order.

The real grievance of the petitioner is that the Government cannot give to the Union the capacity of being a party to the dispute, but in my opinion there is no authority for the proposition. The Industrial Disputes Act nowhere prohibits a union taking up the dispute of a workman. On the other hand cases are not unknown where the dispute with a single workman has been taken over by a union and has formed the subject-matter of adjudication by the Tribunal; *see Kundan Textile Limited's case* (2),

(1) 1949 F.C.R. 438
(2) A.I.R. 1951 Mad. 616

Sisir Kumar v. *Majumdar* (1), *and R.* v. *National Arbitration Tribunal* (2). In my opinion, for a reference to be made all that is required is that there should be an industrial dispute and of the existence of an industrial dispute the Government are the sole Judges and for a reference to be made all that is required is that the Government should make the reference indicating the parties to the dispute and the points of controversy though this is really the result of decided cases : *Ramayya Pantulu* v. *Kutty* and *Rao (Engineers), Ltd.* (3), and *Western India Automobile Association's Case* (4). In *Sarathy's case* (5), it was said that the analogy of reference to arbitration in a civil dispute is misleading because as pointed out in *Western India Automobile Association's case* (4), the scope of adjudication by a Tribunal under the Industrial Disputes Act is much wider. It would in the words of Patanjali Sastri, C.J., in *Sarathy's case* (5), involve no hardship if the reference also is made in wider terms provided the dispute falls under section 2(*k*) of the Act and the parties are indicated individually or collectively with reasonable clearness. The rules made under the Act authorise the Tribunal to call for statements of their respective cases from the parties and the dispute would thus get crystalised before the Tribunal proceeds to make its award, and it was pointed out by Patanjali Sastri, C.J., in *Sarathy's case* (5)—

> " * *, it is significant that there is no procedure provided in the Act or in the rules for the Government ascertaining the particulars of the disputes from the parties before referring them to a Tribunal under section 10(1)."

(1) A.I.R. 1955 Cal. 309
(2) (1951) 2 A.E.R. 828
(3) (1949) 1 M.L.J. 231
(4) (1949-50) F.C.R. 321
(5) 1953 S.C.R. 334

The Manager, Hotel Imperial, New Delhi
v.
The Chief Commissioner, Delhi and others

Kapur, J.

In my opinion therefore—

(1) the reference which was made by the Government is not valid as it does not contravene any one of the provisions of the Industrial Disputes Act, i.e., section 10(1) read with section 12(5) and 2(*k*) of the Industrial Disputes Act. It is in accordance with the rule laid down by the Supreme Court in *Sarathy's case* (1), and as was pointed out by Bose, J., in that case one must not be over-technical in these matters ;

(2) the existence of a union *qua* an industrial dispute is recognised by the rules made under the Industrial Disputes Act and under the Trade Unions Act, and merely because in the order of reference one of the parties described is workers of the Hotel Imperial as represented by the Hotel Workers' Union does not make the reference either illegal or vague or inoperative ; and

(3) the mere fact that in other statutes dealing with industrial relations certain powers have been given to registered unions or representative unions is no ground for holding that the present reference is in any way illegal.

A great deal of stress was laid on section 36 of the Act, but that section deals with a subsequent stage after a Tribunal is seized of the matter. As to who is entitled to represent workmen before a Tribunal is governed by section 36 of the Industrial Disputes Act as well as the rules made thereunder and this is not

(1) 1953 S.C.R. 334

the stage to decide as to who is to represent the workers there, and as to what is the effect of the award is governed by the provisions of section 18 and that stage can only arise after an award is made and a dispute arises as to its efficacy and at the present moment the parties are far away from that stage.

It was then submitted that no reference can be made because the previous award made is operative and has not been terminated under the provisions of section 19 of the Act. In the first place, the previous award was in regard to a part of the dispute which has now arisen and also did not cover all the matters which have now been referred, and, secondly, in my opinion there was a sufficient indication as to the termination of the award by the letter of the workmen which is contained in annexure 'E', a copy of which, it is stated by the State, was sent by the Labour Officer to the management of the Hotel and it is also stated that a similar copy had been sent by the Union itself to the management. It was submitted that this was not a notice of termination of the award. I am unable to accept this contention because it sufficiently indicates that the workers no longer want to be bound by the award.

Kapur, J.

I would, therefore, dismiss this petition and discharge the rule with costs. Counsel fee Rs. 300.

The stay order will consequently stand discharged.

FALSHAW, J. I agree.

Falshaw, J.