



The Baroda Rayon Corporation Ltd.

CIN L99999GJ1958PLC000892

P O Fatehnagar, Udhna, Surat 394 220

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Email : brcsurat@gmail.com

Website : www.brcl.in

16th January, 2021

To

Department of Corporate Services

BSE Limited

P J Towers,

Dalal Street,

Mumbai - 400001.

Sub – Intimation in terms of Regulation 30 read with Part B of Schedule III of SEBI (LODR) Regulations, 2015 regarding Disposal of various Litigations of the company.

Ref – BSE Scrip code – 500270.

Dear Sir,

We hereby inform to the Stock Exchange that the Hon'ble High Court of Gujarat vide its order pronounced on 11th January, 2021 has disposed the Letters Patent Appeals No. 948/2015 and allied LPA's and Civil Applications in terms of the Consent Terms entered between The Baroda Rayon Corporation Limited and Baroda Rayon Employee's Ekta Union.

Kindly take the same on your record.

Thanking you,

Yours faithfully,

For The Baroda Rayon Corporation Limited

Kunjal S Desai

**Kunjal Desai
Company Secretary**



Encl: a/a

IN THE HIGH COURT OF GUJARAT AT AHMEDABAD**1. R/LETTERS PATENT APPEAL NO. 948 of 2015****In****R/SPECIAL CIVIL APPLICATION NO. 15599 of 2008****With****1.1 CIVIL APPLICATION (FOR DIRECTION) NO. 1 of 2017****In R/LETTERS PATENT APPEAL NO. 948 of 2015****With****1.2 CIVIL APPLICATION (FOR JOINING PARTY) NO. 1 of 2018****In R/LETTERS PATENT APPEAL NO. 948 of 2015****With****1.3 MISC. CIVIL APPLICATION (FOR RESTORATION) NO. 2 of 2019****In R/LETTERS PATENT APPEAL NO. 948 of 2015****With****1.4 CIVIL APPLICATION (FOR JOINING PARTY) NO. 2 of 2020****In R/LETTERS PATENT APPEAL NO. 948 of 2015****With****1.5 CIVIL APPLICATION (FOR JOINING PARTY) NO. 3 of 2015****In R/LETTERS PATENT APPEAL NO. 948 of 2015****With****1.6 CIVIL APPLICATION (FOR CONDONATION OF DELAY) NO. 3 of 2019****In R/LETTERS PATENT APPEAL NO. 948 of 2015****With****1.7 CIVIL APPLICATION (FOR JOINING PARTY) NO. 3 of 2020****In R/LETTERS PATENT APPEAL NO. 948 of 2015****With****1.8 CIVIL APPLICATION (FOR DIRECTION) NO. 4 of 2019****In R/LETTERS PATENT APPEAL NO. 948 of 2015****With****1.9 CIVIL APPLICATION (FOR DIRECTION) NO. 4 of 2020****In R/LETTERS PATENT APPEAL NO. 948 of 2015****With****1.10 CIVIL APPLICATION (FOR JOINING PARTY) NO. 5 of 2020****In R/LETTERS PATENT APPEAL NO. 948 of 2015****With****1.11 CIVIL APPLICATION (FOR AMENDMENT) NO. 6 of 2019****In R/LETTERS PATENT APPEAL NO. 948 of 2015****WITH****2. R/LETTERS PATENT APPEAL NO. 944 of 2015****With****2.1 CIVIL APPLICATION (FOR JOINING PARTY) NO. 1 of 2019**

In R/LETTERSPATENTAPPEALNO.944 of 2015

WITH

3. R/LETTERSPATENTAPPEALNO.945 of 2015

WITH

4. R/LETTERSPATENTAPPEALNO.946 of 2015

WITH

5. R/LETTERSPATENTAPPEALNO.947 of 2015

WITH

6. R/LETTERSPATENTAPPEALNO.1131 of 2015

In

SPECIALCIVILAPPLICATIONNO.3916 of 2008

With

6.1 CIVILAPPLICATION(FORSTAY) NO.2 of 2015

In R/LETTERSPATENTAPPEALNO.1131 of 2015

In

SPECIALCIVILAPPLICATIONNO.3916 of 2008

WITH

7. R/LETTERSPATENTAPPEALNO.1132 of 2015

In

SPECIALCIVILAPPLICATIONNO.134 of 2006

WITH

7.1 CIVILAPPLICATION(FORSTAY) NO.2 of 2015

In R/LETTERSPATENTAPPEALNO.1132 of 2015

In

SPECIALCIVILAPPLICATIONNO.134 of 2006

WITH

8. R/LETTERSPATENTAPPEALNO.1286 of 2015

With

8.1 CIVILAPPLICATION(FORSTAY) NO.2 of 2015

In R/LETTERSPATENTAPPEALNO.1286 of 2015

WITH

9. R/LETTERSPATENTAPPEALNO.1287of 2015
With
9.1 CIVILAPPLICATION(FORSTAY) NO.2 of 2015
In R/LETTERSPATENTAPPEALNO.1287of 2015

FOR APPROVAL AND SIGNATURE:

HONOURABLE DR. JUSTICE VINEET KOTHARI

and

HONOURABLE MS. JUSTICE GITA GOPI

1	Whether Reporters of Local Papers may be allowed to see the judgment ?	
2	To be referred to the Reporter or not ?	
3	Whether their Lordships wish to see the fair copy of the judgment ?	
4	Whether this case involves a substantial question of law as to the interpretation of the Constitution of India or any order made thereunder ?	

BARODARAYONCORPORATIONLIMITED

Versus

BARODARAYONEMPLOYEESEKTAUNION& 3 other(s)

Appearance:

IN LETTERSPATENTAPPEALNo.948OF 2015:

MR SHALINMEHTASR. ADVOCATEWITHMR HAMESHC NAIDU(5335)for the Appellant(s)
 No. 1

MR JOY MATHEW(448)for the Respondent(s)No. 4

MR P C CHAUDHARI(5770)for the Respondent(s)No. 1

RULE SERVED(64)for the Respondent(s)No. 2, 3

IN C.A. No.3/2015,6/2019and4/2020IN LPANo.948of 2015:

MR. SUDHIRNANAVATI, SR. ADVOCATEWITHMS. PV SHAH and MR S.M.SHAH for the applicant.

MR SHALINMEHTA, SR. ADVOCATEWITHMR. HC NAIDU for the Respondent.

IN C.A. No.3/2020and5/2020IN LPANo.948of 2015:

MR. JS UNWALA, SR. ADVOCATE WITH MR. S. J. MEHTA for the applicant.
MR. SHALIN MEHTA, SR. ADVOCATE WITH MR. H. C. NAIDU for the Respondent.

IN LETTERS PATENT APPEAL No. 944 OF 2015:

MR. DHAVAL VYAS for the Appellant(s) No. 1 to 3
RULE SERVED 1-5, 6-9, 10-13, 14
MR. PARITOSH CALLA for Respondent 4
MR. SHALIN MEHTA with MR. H. C. NAIDU for Respondent 2
MR. P. C. CHAUDHARY for Respondent 1.

IN C.A. NO. 1 OF 2019 IN LPA NO. 944 OF 2015:

DR. SONIA HURRA for the Applicant
MR. SHALIN MEHTA SR. ADVOCATE for MR. H. C. NAIDU for the Respondent Company
MR. P. C. CHAUDHARY for Respondent Union

IN LETTERS PATENT APPEAL No. 945 OF 2015:

MR. DHAVAL VYAS for the Appellant(s) No. 1 to 3
RULE SERVED 3-5, 6-9, 10-12, 13
MR. PARITOSH CALLA for Respondent 4
MR. SHALIN MEHTA with MR. H. C. NAIDU for Respondent 2
MR. P. C. CHAUDHARY for Respondent 1.

IN LETTERS PATENT APPEAL No. 946 OF 2015:

MR. DHAVAL VYAS for the Appellant(s) No. 1 to 3
RULE SERVED 3-5, 6-9, 10-13, 14
MR. PARITOSH CALLA for Respondent 4
MR. SHALIN MEHTA with MR. H. C. NAIDU for Respondent 2
MR. P. C. CHAUDHARY for Respondent 1.

IN LETTERS PATENT APPEAL No. 947 OF 2015:

MR. DHAVAL VYAS for the Appellant(s) No. 1 to 3
RULE SERVED 3-5, 6-9, 10-13, 14
MR. PARITOSH CALLA for Respondent 4
MR. SHALIN MEHTA with MR. H. C. NAIDU for Respondent 2
MR. P. C. CHAUDHARY for Respondent 1.

IN LETTERS PATENT APPEAL No. 1131 OF 2015:

M/S. TRIVEDI AND GUPTA for Appellant 2
MR. SHALIN MEHTA SR. ADVOCATE WITH MR. H. C. NAIDU for the Appellant(s) No. 1
..... for Respondent

IN LETTERS PATENT APPEAL No. 1132 OF 2015:

M/S. TRIVEDI AND GUPTA for Appellant 2
MR. SHALIN MEHTA SR. ADVOCATE WITH MR. H. C. NAIDU for the Appellant(s) No. 1
..... for Respondents

IN LETTERS PATENT APPEAL No. 1286 OF 2015:

MR MANAVA MEHTA for appellant No. 1-6, 7

MR SHALIN MEHTA SR. ADVOCATE WITH MR HC NAIDU for respondent No. 5

MR PC Chaudhary for respondent No. 4.

IN LETTERS PATENT APPEAL No. 1287 OF 2015:

MR MANAVA MEHTA for appellant No. 1-6, 7

MR SHALIN MEHTA SR. ADVOCATE WITH MR HC NAIDU for respondent No. 5

MR PC Chaudhary for respondent No. 4.

CORAM: **HONOURABLE DR. JUSTICE VINEET KOTHARI**

and

HONOURABLE MS. JUSTICE GITA GOPI

Date : 11/01/2021

ORAL ORDER

(PER : HONOURABLE DR. JUSTICE VINEET KOTHARI)

1. These Letters Patent Appeals and Civil Applications are disposed of by this common order.
2. Mr. Shalin Mehta, learned Senior Counsel appearing with Mr. H.C. Naidu for the Appellant – Baroda Rayon Corporation Limited, brought to our notice that the Appellant - Baroda Rayon Corporation Limited has since entered into a Settlement with the workmen Union – Baroda Rayon Employees Ekta Union on 22.10.2020, which puts an end to the litigation between the contesting parties involved in the present Letters Patent Appeals. He submitted that since part of the said Settlement Deed has been implemented and the Settlement Deed, inter alia, envisages the withdrawal of the pending litigation from this Court, the present Letters Patent Appeals may be disposed of in terms of the said Settlement Deed.
3. The Consent Terms of the said Settlement Deed signed by Mr. J.K. Jakhotiya on behalf of the Appellant - Baroda Rayon Corporation Limited and Mr. Subhas T. Chaudhary, General Secretary of the Baroda Rayon Employees Ekta Union, are quoted hereinbelow *in extenso* as a scanned document for ready reference:-

Sr. No. 612
Date... 22/10/2020

IN THE HIGH COURT OF GUJARAT AT AHMEDABAD
DISTRICT: SURAT



LETTERS PATENT APPEAL NO.944 OF 2015
IN
LETTERS PATENT APPEAL NO.945 OF 2015
IN
LETTERS PATENT APPEAL NO.946 OF 2015
IN
LETTERS PATENT APPEAL NO.947 OF 2015
IN
LETTERS PATENT APPEAL NO.948 OF 2015
IN
LETTERS PATENT APPEAL NO.1131 OF 2015
IN
LETTERS PATENT APPEAL NO.1132 OF 2015
IN
LETTERS PATENT APPEAL NO.1286 OF 2015
IN
LETTERS PATENT APPEAL NO.1287 OF 2015
IN
SPECIAL CIVIL APPLICATION NO.15599 OF 2008
WITH OTHER ALLIED MATTERS

The Baroda Rayon Corporation Ltd.

... Appellant

Versus

Baroda Rayon Employees' Ekta Union

... Opponent

CONSENT TERMS

1) In the above-mentioned matter, Baroda Rayon Corporation Limited (hereinafter for the sake of brevity referred to as 'BRC') being represented through its Chairman and Managing Director Shree Damodar B Patel and its Chief Finance Officer Shri J.K. Jakotia and Baroda Rayon Employees' Ekta Union (hereinafter for the sake of brevity referred to as 'Union') being represented by Shri Subhash Chaudhary, General Secretary of the Union, who is representing the interest of about 1886 workers/heirs/assignees and who were working on rolls as on August, 2008 and 156 workers/heirs/assignees who were working prior to August, 2008 who is also authorized by all the workers/heirs/assignees and representing the interest of the workers in all the workers related matters, and have entered

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into the present consent terms after consulting with the workers at large and after having understood them the settlement to which the workers are agreed, and hence the present consent terms. The authority letter as given to Shri Subhash Chaudhary as General Secretary and produced before the Tribunal is annexed herewith and marked as ANNEXURE-I.

2) That, in view of pendency of the Letters Patent Appeal No.948 of 2015 before this Hon'ble Court, it was agreed between the parties to explore the possibility of overall settlement concerning all pending disputes and court cases between them. Accordingly, various meetings were held and statements of workers concerning various disputes and court cases were exchanged. After exchanging various formulas for settlement, the parties hereto have agreed for full and final settlement for 1886 workers/heirs who are covered in the pending litigations and court cases and a formula for payment of the same have been determined qua the said settlement as per the present consent terms. The total number of workers concerned in the pending litigations and court cases as on date being 1886 who are on roll as on August, 2008 and workers/employees being 156 who have retired/resigned/expired prior to August, 2008. The list of whom is marked as **Annexure II.** After several rounds of discussion, it is agreed between the parties that the present settlement covers the following dispute.

(i) The Reference as pending before the learned Industrial Tribunal being Reference No.15 of 2005 wherein some interim directives were also passed and the same were challenged before this Hon'ble Court and are part to the order as passed in Special Civil Application No.15599 of 2008.

(ii) By virtue of the present settlement, the demand as raised before the Conciliation Officer being numbered as CC No.67 of 2008 raised by letter dated 29th August, 2008 is satisfied and shall be withdrawn by the union.



(iii) With an intent to only quantify and crystalise the payable amounts payable to the workers of BRC, a Reference was made to learned Arbitral Tribunal consisting of retired Supreme Court Judge Shri C.K. Thakkar on 24th September, 2010. The ambit was only to determine the quantification of maximum payable amount and vide his order dated 24th October, 2013, certain amounts were quantified qua 2088 workers. The said award has been challenged before the learned District Civil Court being Civil Miscellaneous Application No.429 of 2016. By virtue of the present settlement which is a full and final settlement for all the workers at large, the directives of the Arbitral Tribunal is satisfied and nothing remains and the same is covered under the present settlement.

(iv) The Union has preferred Special Civil Application No.15599 of 2008 praying various reliefs. That, in the said Special Civil Application, the learned Single Judge of this Hon'ble Court had issued certain directives vide order dated 08th May, 2015. The said order was challenged by BRC before the Hon'ble Division Bench of the Hon'ble High Court of Gujarat by preferring Letters Patent Appeal No.948 of 2015, Letters Patent Appeal No.1131 of 2015, Letters Patent Appeal No.1132 of 2015 and other allied matters, and the order of the learned Single Judge was stayed by reasoned order dated 15th July, 2015. Against the said order of the Division Bench of the Hon'ble High Court of Gujarat, the union had preferred Special Leave to Appeal (C) Nos.27210-27215 of 2015, which came to be disposed of by the Apex Court by order dated 27th September, 2015, wherein the Apex Court requested the Hon'ble High Court of Gujarat to decide the pending Letters Patent Appeals and also a further directives was given whereby BRC was restrained from entering into sale agreement in respect of the immovable properties presently remaining unencumbered and also not to create any third party rights for the sales which were already undertaken prior. The Hon'ble Apex Court have also held that BRC can move appropriate application before the Hon'ble Division Bench for sale of its immovable assets to pay the dues of the workmen and

A handwritten signature in black ink, appearing to be 'S. K. Thakkar'.

A handwritten signature in black ink, appearing to be 'S. K. Thakkar'.



that the dues of workmen shall have priority over other dues of the Company. By virtue of the present settlement, the said directive as passed stands satisfied as settled and hence be requested to be set aside.

(v) That after entering into the present settlement, BRC shall be at liberty to enter into any kind of sale deed with regard to the immovable and movable properties and also the allottees are free to enter into any kind of sale deed, transfer or possession of the properties, and as per the Apex Court directives and mutual consensus amounts as received from such sale proceeds shall be used for making payment of the workers dues, transfer of title and the union does not have any kind of objection to the same nor raise any kind of dispute or objection in future. That the list of cases which are settled by virtue of the present settlement are annexed herewith and marked as ANNEXURE-III.

(vi) The parties hereto agree that the by virtue of 2(p) settlement dated 27th October, 2003, consensus were derived between BRC and the union for sale of surplus lands. In consonance to the same certain lands were sold to Uma Developers/Laxminarayan Co-operative Society, and on coming to the knowledge of the same the Union. Infact the sale which was done of surplus land or any other extra land was not with the mala fide intention but in good faith to revive the company and not for the purpose to deprive the rights or dues of the workmen/employees. Looking to the facts and circumstances as well as information brought to the knowledge of the union. Prior to that the union approached the Industrial Tribunal seeking Interim Relief, which was granted to the union. Pursuant thereof during the course of litigations and during the course of negotiation the Union have been appraised and have concurred to the fact that the whatever land/properties sold to Laxminarayan Industrial Co-Op Society and any other land/properties was with the purpose to revive the company and not to deprive the dues of employees. Sale consideration was also obtained prior to the interim relief granted by the Id.



Tribunal, therefore, four sale deeds being dated 10th October, 2006, 8th November, 2006, 13th November, 2006, and 14th November, 2006, and corrected sale deed as executed on 7th November, 2006 are in consonance with the sale consideration was received by BRC prior to the interim relief granted by the Ld. Industrial Tribunal. Hence, there is no contempt on part of BRC or the purchaser of the land. The issues qua the same are also settled as full and final settlement by virtue of the present settlement as being undertaken and the issues are settled in totality.

(vii) It may be recorded that the name of the workers as mentioned in Annexure-IV which is appended hereto are the list of workmen who, prior to the settlement, have already entered into full and final settlement and have already resigned from the services of BRC. Their cases have already been settled in the past, hence there is no dispute with regard to the same and they are not covered by the present settlement. Having regard to the scope of settlement covering all the pending disputes as referred above, the parties have arrived at a settlement on the following terms:

TERMS OF SETTLEMENT

1. That, Union agrees that the suspension of work was done in 2008 due to circumstances beyond the control of BRC and though all the efforts have been made to restart the operations, the same could not be possible and hence suspension have continued till date and there is no closure of BRC. All the payables to the workers, including but not limiting to the period of suspension of work, are quantified and are being paid by virtue of this settlement.

2. That, all the issues being raised by the Union before various forums/courts, including but not limiting to breach of Section 25(1)(O) under the Industrial Disputes Act, breach under the Payment of Gratuity Act, breach under the Payment Wages Act, etc. are hereby settled and satisfied by virtue of this settlement and henceforth nothing remains to be recovered or received from

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BRC after this settlement, as this settlement is in lieu of full and final receivables of the members of the Union from BRC.

3. That as mutually agreed, the award of the Learned Arbitrator and the order passed by the Hon'ble High Court of Gujarat in Special Civil Application No. 15599 of 2008 and other allied matters and order as passed in various Civil Applications are satisfied in totality by inking this settlement and hence the said orders and awards are construed as satisfied and hence are set aside as settled.

4. That, as mutually agreed upon between the parties, this settlement is entered into towards past, present and future dues as full and final receivables by the workers/members of the Union and after inking this settlement, no claim whatsoever remains of the Union and/or its members and workers from BRC.

5. That by virtue of 2(p) settlement dated 27th October, 2003, and under bank CDR and BIFR, BRC had sold certain land vide sale deed dated 10/10/2006, 8/11/2006, 13/11/2006 and 14/11/2006 and any other property as per order of CDR and BIFR. The union by virtue of this settlement has no dispute whatsoever and appraise the sale deeds executed by BRC. Any cases pertaining to this before any courts or authority by this settlement comes to end and the union undertakes to withdraw all or any cases in consonance to the same.

6. BRC agrees to pay to its workers as per the formula of computation as mentioned herein who were on rolls on August 2008 and those who have authorized the representatives of Union i.e. 1886 workers, to represent their interest towards their full and final settlement amounts

Sr. No.	Particulars
1	The following Unpaid amounts as per Settlement dated 27th October, 2003. (a) Payable Lump sum amount of Rs. 1,000/-.

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	(b) The amount deducted towards LIC/HDFC/Gruh Finance from wages of concerned Employees/ workers only. (c) The Payable amount towards Ad-hoc allowance 1 & 2.
2	Unpaid balance PL as payable to the eligible employees/workers up to August, 2008.
3	Unpaid balance Bonus as payable as per Bonus Act to the eligible Employees/ workers up to August, 2008.
4	Gratuity:- (a) The Employees/Workers who have not reached the age of 60 years, which is the age of superannuation as on 31st March 2019, shall be paid their Gratuity amounts till 31st March 2019, on the basis of full salary as would have drawn as indicated in explanation below, as per the terms as laid down in settlement dated 27th October, 2003. (b) Employees/Workers who have already reached the age of 60 years, which is the age of superannuation or who have expired between August, 2008 to 31st March, 2019, shall be paid their Gratuity amounts till the date of their superannuation or the date on which concern have expired whichever is earlier, as per the terms laid down in settlement dated 27th October, 2003.
5	The amount as mentioned in above para 4(b) shall be paid along with 10% simple interest till March, 2019.
6	Arrears for the Month of August 2008 shall be paid to the eligible employees.
7	Ex-Gratia:- (a) Those Employees/workers who have not yet reached the age of superannuation and are alive as on 31st March, 2019 will be eligible for 42% ex-gratia up to 31st March, 2019. (b) Employees/workers will be eligible for Ex-Gratia amount quantified @42% for non-working period from September 2008 till the age of superannuation i.e. 60 years and/or date of expire in case of expired employees, whichever is earlier

Shahid

Prasanna



(c) Employees/Workers who have not reached the age of 60 years, which is the age of superannuation as on 31st March 2019 shall be eligible to receive an additional ex-gratia amount @15 days per year for every completed year of service till August 2008.

Explanation:- The above ex-gratia will be calculated on the basis of wages/salary by adding variable Dearness Allowance and other perks applicable from time to time to the last drawn salary of August, 2008

7. It has been agreed upon that the above formula is towards full and final settlement and no other amount remains payable to the employees being 1886 in number. On payment of the agreed sum, the workmen will be treated as having resigned and relieved from the services and they will have no dispute or claim for reinstatement, back wages, gratuity or terminal/retirement dues or any other claim against BRC. The employer-employee relationship also stands ceased to exist between the workman and the company i.e. BRC.

8. It has been decided and agreed upon that, individual computation of the employees will be done based on the formula as above.

9. The parties to this settlement have also agreed upon that as per the directives of the Hon'ble High Court, BRC had deposited Rs. 8.78 crores in November, 2011, out of which each employee at the relevant time was paid Rs. 28,919/- as ad-hoc advance and further as per the directive of the Hon'ble High Court dated 8th January, 2016, Rs. 20 crores were again deposited by BRC, out of which Rs. 1 lacs were disbursed to some of the employees as ad-hoc advance. Also amount as paid of Rs. 42,200/- to some of the workers, and any other and all advances as paid on various occasions as per Gujarat High Court's directions, to the workmen/employees. This amount shall be adjusted/deducted against the present pay-outs.

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10. The Company BRC shall be entitled to collect the balance amounts which are presently lying with the Learned Tribunal and before the Hon'ble High Court along with the interest accrued, if any on the same. BRC shall move appropriate application for the same and the Union have no objection for such refund of the amounts to BRC.

11. The present settlement only covers 1886 employees whose names are appended and no other personnel of BRC and the benefits shall only be extended to the personnel who sign the undertaking and who are being represented by the Union hereto.


12. The Union agrees that in the interim i.e. from August, 2008 till date, , various settlements have been done by BRC directly with the workers or their representatives, the said settled matters are not covered under the present settlement and the same shall be construed as final and binding and the Union have no objection or relevance to the settlements which have already been done and have attained finality. The cases having been already settled in the past there is no dispute with regard to their cases and they are not covered by the present settlement.

13. The Union agrees that there shall not be any additional financial burden on BRC except the amounts as stated above and no other demands having financial and or any other implications shall be raised in future by the Union.

14. Since this is a comprehensive and overall settlement of all the disputes between the parties pending in various courts, the Union agrees that it has no further disputes surviving against BRC. If, however, any dispute or court case other than as mentioned in this settlement is pending at the instance of the Union or the workmen as covered under the present settlement, the same will be unconditionally withdrawn by the Union in view of this settlement. Any other cases filed by so called office bearers in the name of Union shall not be responsibility of the

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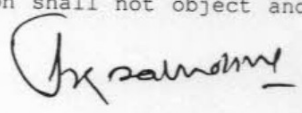



Union assures that in future there will be no dispute or claim against BRC by the Union or the workmen represented by the Union in this settlement.

15. It is mutually agreed upon that presently, the entire world is going through the precarious situation of COVID-19 pandemic and is undergoing major economic meltdown. BRC being nonfunctional, is facing difficulty in raising finance in form of loan. However it shall be making all the endeavors and efforts to see that in the present trying times, that all the amounts are being paid to the workers at the earliest. It has been agreed by BRC that from the amount to be paid as aforesaid, Rs. 50,000/- shall be paid to the workers on or before Diwali, 2020 upon submission of undertaking that they agree upon this settlement as full and final settlement towards all their claims, and nothing shall remain pending post this settlement nor will raise any demand /dispute in future. The said payments shall be arranged by BRC by undertaking sale of its assets or making financial arrangement by entering into sale agreement of its assets, which the Union have consented upon and shall support thereto. However in case the sale is not effected payment of Rs. 50,000/- shall be made before Diwali, subject to disposal of LPA Nos. 948 of 2015, LPA Nos. 944 of 2015 - LPA Nos. 947 of 2015, LPA Nos. 1131 of 2015 and LPA Nos. 1132 of 2015.

16. It is agreed by BRC that remaining payables which is required to be made, shall be paid by BRC on or before from the period between 31st March, 2021 to 30th June, 2021. After paying on-account payment of Rs. 50,000/- as above, priority shall be given to the payment of retired/ expired employees and in the second phase, remaining employees shall be paid the balance payables. In any case BRC shall ensure full and final payment as per settlement by 30th June, 2021, irrespective of sale of assets, subject to disposal of LPA Nos. 948 of 2015, LPA Nos. 944 of 2015 - LPA Nos. 947 of 2015, LPA Nos. 1131 of 2015 and LPA Nos. 1132 of 2015.


17. It is further agreed upon that for making the above stated payments, BRC shall be required to sell its existing plant, machinery, lands and other assets to which Union shall not object and






BRC can undertake such sale immediately. The price consideration qua such sale shall be determined and be decided by BRC and the Union shall have no objection qua such sale proceeds. However if the sale could not be affected by BRC for any reason it shall not be the ground to not adhere to the time schedule as indicated in para 15 & 16.

18. It is agreed between the parties that a separate settlement shall be undertaken between BRC and the union and the same shall be placed in Reference 15 of 2005 by the Union and an award shall be taken qua the same. The same shall be binding to the parties.

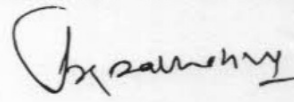
19. That during the pendency of the matter before the Hon'ble High Court the Union had entered into an MOU with the third party being Gayatri Enterprises for facilitating the sale of non-encumbered lands of BRC, the Union agrees that the said MOU due to passage of time and acts of Gayatri Enterprises has become void.

20. It is agreed upon by the Union that once the settlement is signed by the Union, all the litigations as per Annexure - III appended herewith pending before various forums/courts/tribunals, shall be withdrawn by respective parties. The responsibility of the Union for withdrawal for such matters indicated in the Annexure and upon such withdrawal/disposal/settlement the further amounts other than Rs. 50,000/- shall be paid to the other side.

21. By virtue of this settlement, any and all disputes pending between the parties shall be withdrawn by the respective parties against each other. The present settlement also covers the award passed by the learned Arbitrator and the Civil Miscellaneous Application filed against the said award before the Civil Court also.



22. The Union/BRC shall henceforth will not file any other and/or further proceedings before any other Court and/or Forum and/or Authority against BRC and/or its officers and/or its Directors and other allied companies and even if it is so




raised, it shall be treated as withdrawn by virtue of this settlement.

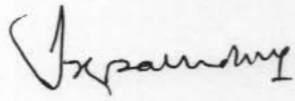
23. It is agreed amongst the parties that around 156 workers/employees who have retired/resigned/expired before August, 2008 were dispatched their cheques, by BRC but the same were not served through postal department. It is agreed herein that the said personnel shall be paid their dues along with present set of 1886 workers/employees. The concern employee shall be paid interest @ 10% on gratuity amounts. If any dispute regarding calculation of interest on gratuity arises that will be resolved in the presence of union representative by individual workmen and BRC.

24. Towards this settlement as being undertaken from the payable amounts of the workers, contribution of 3% shall be deducted and paid to Shree Subhash Chaudhary towards his fees through account payee cheques at the time of final payout to the workers/employees.

25. That as all the issues are settled in totality and no demands remain. The Union office which is presently in the premises of BRC shall be vacated. Also the onus to get the signed undertaking from the individual workers shall be on the Union. The employees who sign the settlement shall be given benefits of settlement.

26. It is agreed by BRC that it shall made the payment of the amounts as per this settlement to the concern employees as per Para. 15 & 16, if BRC fails to make the payments on or before 30th June, 2021, this settlement shall be treated as void and all the proceedings shall be restored to its original state.

 27. Both the Parties hereto confirm that they will honor and adhere this settlement.



13

This Consent terms are signed by the parties on 22nd October, 2020 at Ahmedabad.

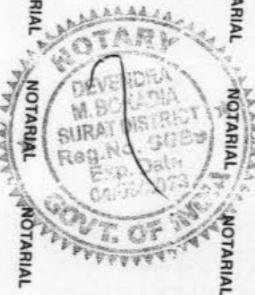
For, The Baroda Rayon Corporation Limited

[Signature]
CJ K JAKHOTIYA
CFO



For, The Baroda Rayon Employees Ekta Union

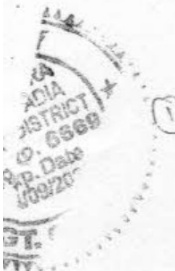
[Signature]
Subhash T. Chaudhari.
GEN. SECRETARY
BARODA RAYON EMP. EKTA UNION
FATEH NAGAR, UDHNA, SURAT.





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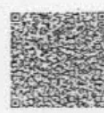
[Signature]
Devendra M. Bokadia
NOTARY
SURAT DISTRICT
Govt. of India

Sr. No. 612
Date 22/10/2020
Reg.No. 2
Page No. 3





भारत सरकार
 Government of India


सुभाष ताराचंद चौधरी
 Subhash Tarachand Chaudhari
 जन्म तारीख / DOB : 01/05/1951
 पुरुष / Male






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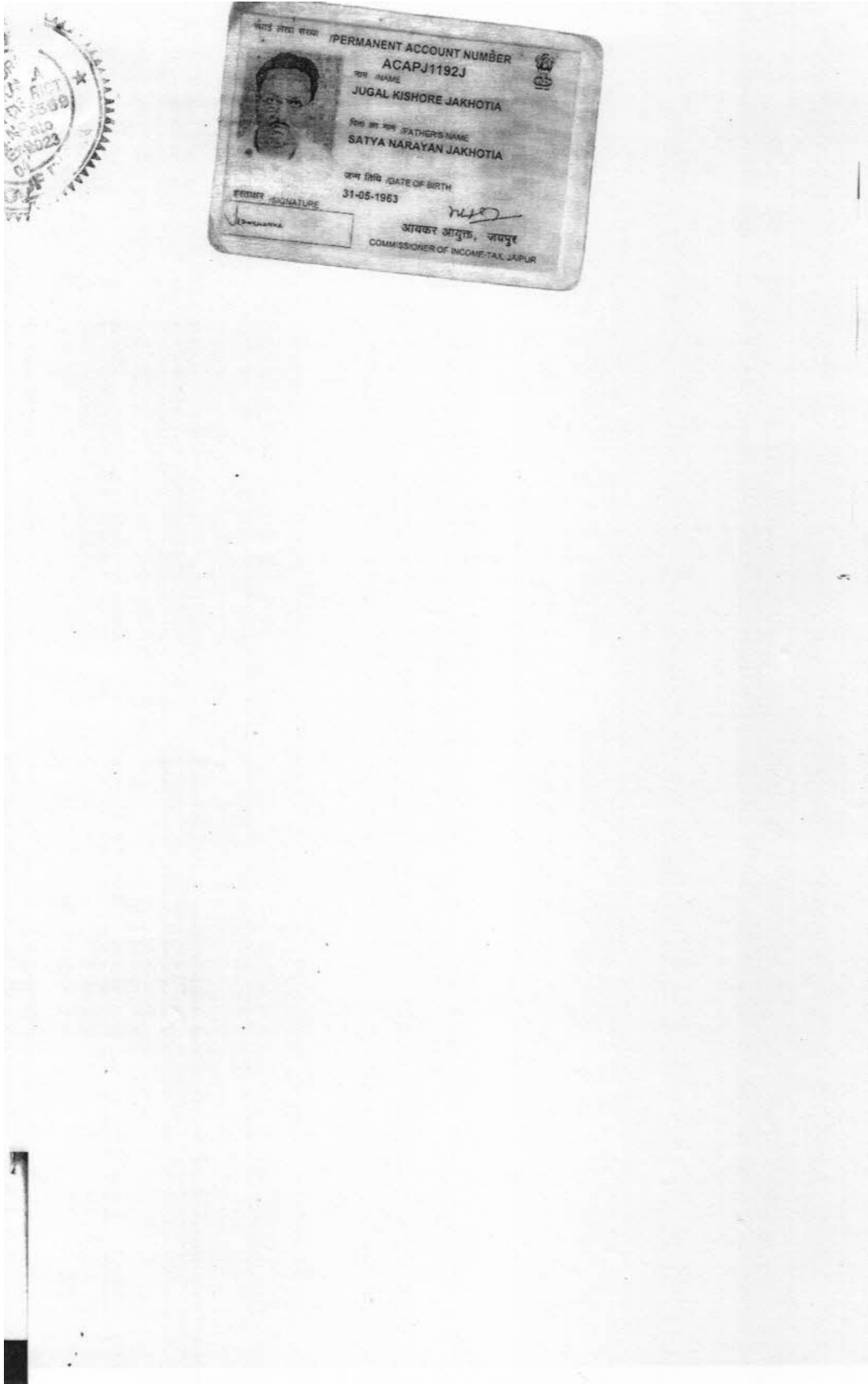
મારો આધાર, મારી ઓળખ


ભારતીય વિશિષ્ટ ઓળખાણ પ્રાધિકરણ
 Unique Identification Authority of India

સરનામું: પુરુષાર્થ બંગલો, આલુ રોડ, સદારીય Address: purusharth banglow, Alul Road,
 બોધેશ્વર બજાર, પાર્નર, વાલસડ, ગુજરાત, ૩૯૬૦૨૦ beside kataria auto, pamera, Valsad,
 ૩૯૬૦૨૦, વાલસડ, ગુજરાત, ૩૯૬૦૨૦ Pamera (urban), Valsad, Gujarat, 396020

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4. There was some opposition to the disposal of the present Letters Patent Appeals and Civil Applications and we have heard Mr. Sudhir Nanavati, learned Senior Counsel with Ms. Prachiti V. Shah on behalf of M/s. Gayatri Trading and Co., Mr. Jal Soli Unwala, learned Senior Counsel with Mr. Saurabh J. Mehta on behalf of some of the workmen and Dr. Sonia Hurra, learned counsel, on behalf of Muzawar Udyog Samooch Pvt. Ltd., who have submitted before us that the present Letters Patent Appeals need not be decided at this stage, as interest of their respective clients are also involved.

5. Mr. Sudhir Nanavati, learned Senior Counsel for M/s. Gayatri Trading and Co., submitted that the said applicant had entered into a Memorandum of Understanding with the workmen Union, i.e. the respondent herein, for purchase of the assets of the Company at one point of time and that if, in view of the present Settlement Deed, the present Letters Patent Appeals are disposed of, they will be deprived of their right to purchase the property of the appellant Company in pursuance of the said Memorandum of Understanding entered with the workmen Union. We cannot really appreciate how the Memorandum of Understanding with the workmen Union can bind the Company, the owner of assets of the Company. It is not a tripartite agreement.

6. Mr. Jal Soli Unwala, learned Senior Counsel, submitted that some of the workmen are not agreeable to the said Settlement Deed and that there was an Arbitration Award with respect to the unpaid wages of the workmen at earlier point of time, which was challenged by the Appellant – Company by way of petition under section 34 of the Arbitration and Conciliation Act, 1996, in which matter, now, the Appellant – Company has filed an application for withdrawal of the same, in view of the

aforesaid Settlement Deed. He also sought to submit before us that the Secretary of the respondent Union was not authorized to sign the said Settlement Deed and he has to be paid 3% of the amount to be paid to all the workmen vide clause-24 of the Settlement Deed. Seeking to introduce a plea of malice in the said Settlement Deed, he submitted that the Letters Patent Appeals need not be disposed of in terms of the said Settlement Deed.

7. These contentions are vehemently opposed by learned Senior Counsel Mr. Shalin Mehta, who submitted that a large majority of about 95% workmen have agreed and even signed individually to abide by the Settlement and a minuscule minority cannot be allowed to upset the same. They can establish their individual claims, if any, in the Industrial Tribunal.

8. Dr. Sonia Hurra, learned counsel appearing for Muzawar Udyog Samooh Pvt. Ltd., submitted that the applicant - Muzawar Udyog Samooh Pvt. Ltd. had also given its bid earlier for some of the movable assets of the appellant Company and therefore, the rights, if any, under those bids, also need to be adjudicated.

9. We have perused the said Settlement Deed and the judgment dated 08.05.2015 of the learned Single Judge, out of which, the present Letters Patent Appeals arise.

10. Having heard the learned counsel and upon perusal of the judgment, we are of the considered opinion that there is no legal impediment in disposal of the present Letters Patent Appeals before us in terms of the said Settlement Deed dated 22.10.2020. In fact, the further

implementation and execution of the said Settlement Deed depends upon the withdrawal of the litigation from the Courts of law, including the present Letters Patent Appeals, which are referred to in the terms of settlement deed quoted above. The *lis* between the parties, namely, the Management and the Workmen of the Appellant – Company, for which the writ petitions / civil applications were filed before the learned Single Judge, essentially, arose for non-payment of their wages and since the learned Single Judge made certain directions to the Management of the Appellant – Company to make payment of the wages, even by selling of the assets of the Appellant – Company, the Management of the Appellant – Company preferred these Letters Patent Appeals before this Court. It was during the long period between the filing of the writ petition before the learned Single Judge in the year 2008 led by Special Civil Application No.15599 of 2008 till date that certain activities / developments had taken place, on the basis of which the aforesaid interventions are sought to be made before us on behalf of the dissatisfied minority workmen and intending buyers or bidders. However, this Court cannot be called upon to decide such incidental issues, if any, in the present Letters Patent Appeals. Therefore, their interventions in the present appeals is not justified and such Applications are rejected.

11. This Court while disposing of the present Letters Patent Appeals in terms of the Settlement Deed can only give a liberty to such Intervenors or Applicants that they will be free to avail their legal remedies, if any, at appropriate legal forums, other than the High Court under Article 226 of the Constitution of India, if any, right still subsists despite the aforesaid Settlement Deed dated 22.10.2020. Apparently, the claims as raised before us are fraught with determination of questions of facts and such unfounded claims, without facts, established with evidence in accordance

with law, should not deter us from disposing of the *lis* between the main contesting parties, who have settled their dispute. Therefore, except the aforesaid liberty, we do not see any reason not to dispose of these Letters Patent Appeals and Civil Applications pending on our Board today in terms of the said Settlement Deed dated 22.10.2020.

12. Accordingly, the Letters Patent Appeals and annexed Civil Applications / Misc. Civil Applications are disposed of in the aforesaid terms. The order of the learned Single Judge dated 08.05.2015 shall stand substituted by this order. No order as to costs.

13. Mr. Jal Soli Unwala, learned Senior Counsel, made an oral request that the present order passed today may be stayed for a period of four weeks. We do not see any reason to accede to the said request of learned Senior Counsel Mr. Unwala and accordingly, the request stands rejected.

(DR. VINEET KOTHARI, J)

(GITA GOPI, J)

PRAVINKARUNAN

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