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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

Reserved on: 20.02.2026

Date of decision: 28.03.2026

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+ W.P.(C) 7000/2015

RAM NATH

.....Petitioner

Through: Mr. Avadh Bihari Kaushik, Adv.
versus

M/S HINDUSTAN UNILEVER LTD.

.....Respondent

Through: Mr. Sandeep Prabhakar, Sr. Adv. with
Mr. Vikas Mehta, Adv.

CORAM:

HON'BLE MS. JUSTICE SHAIL JAIN

JUDGMENT

SHAIL JAIN, J.

1. The present writ petition has been filed by the Petitioner/Workman, Shri Ram Nath, under Articles 226 and 227 of the Constitution of India, *inter alia*, seeking setting aside of the order dated 29.11.2014 (*hereinafter referred to as the "Impugned Order"*) passed by the learned Presiding Officer, Labour Court-IX, Karkardooma Courts, Delhi in LCA No. 01/2014, whereby the claim of the Petitioner under Section 33C (2) of the Industrial Disputes Act, 1947 (*hereinafter referred to as the Act*) for computation and recovery of alleged dues was dismissed as not maintainable on the ground that the entitlement itself was disputed and required adjudication.

FACTUAL BACKGROUND

2. The Petitioner/Workman, Shri Ram Nath, claims to have been initially appointed as an Accounts Assistant with M/s Kwalitiy Ice Cream Company



in or about the year 1987. The Respondent/Management, however, asserts that the Petitioner was appointed as a Clerk on 16.03.1988 on probation and his services were subsequently confirmed on 01.10.1998. It is not in dispute pursuant to a Strategic Alliance Agreement dated 30.12.1994 between KIC Food Products Ltd. and Brooke Bond Lipton India Ltd. (BBLIL), the business operations relating to ice cream including the sales, distribution and marketing functions, were transferred and the services of the employees engaged therein, including the Petitioner, stood transferred to BBLIL for all purposes. Though there is a divergence in the exact date and designation of appointment, the factum of employment and continuity of service is not in dispute.

3. Thereafter, BBLIL came to be merged with Hindustan Lever Limited (now Hindustan Unilever Limited) in or about 1995–1996, and the Petitioner continued in service under the Respondent. It is also not in dispute that upon such takeover, the services of the Petitioner stood transferred to Hindustan Lever Limited (now Hindustan Unilever Limited) without any break in service. During the course of his employment, the Petitioner was transferred from time to time, including from Marshal House to Punjabi Bagh in or about September 2000 and subsequently to Alipur in the year 2008, while his service continued without break and with continuity of service.

4. It is an admitted position that a long-term Settlement dated 14.04.2001 was entered into between the Respondent and the permanent workmen of Kwality Ice Cream Company represented through the Hotel Workers Union, wherein the name of the Petitioner finds mention. It is further borne out from the record that an earlier wage revision/ settlement was also entered into in or about the year 1997, which was implemented in respect of the Petitioner.



Upon the expiry of the said settlement, a subsequent long-term Settlement dated 26.02.2004 was executed between the same parties, governing the service conditions of the said category of workmen. According to the Respondent, the said settlement dated 26.02.2004 continues to remain operative and binding, there being no material on record to show that it was terminated in accordance with law.

5. Subsequently, the Respondent entered into further wage settlements dated 05.07.2006 and 23.03.2011 with employees represented by the All India Brooke Bond Employees Federation. The case of the Petitioner is that he is entitled to the benefits arising out of the said subsequent settlements. The Respondent, however, disputes the aforesaid claim and asserts that the Petitioner continued to be governed exclusively by the settlements dated 14.04.2001 and 26.02.2004 entered into with workmen represented by the Hotel Workers Union. It is the stand of the Respondent that the settlements dated 05.07.2006 and 23.03.2011 were applicable only to employees represented by the All India Brooke Bond Employees Federation and, since the Petitioner was not a member thereof, he is not entitled to claim any benefit thereunder. It is further the stand of the Respondent that the Petitioner had already reached the ceiling of the applicable pay scale under the settlement dated 26.02.2004 and was, therefore, not entitled to further increments as claimed.

6. In the aforesaid backdrop, the dispute between the parties centres around the entitlement of the Petitioner to claim benefits under the subsequent settlements dated 05.07.2006 and 23.03.2011.

7. The Petitioner raised a demand *vide* notice dated 25.11.2013 claiming arrears of wages and other consequential benefits on the basis of the



aforesaid subsequent settlements. It is further the case of the Petitioner that he had addressed multiple representations and complaints to the management and the Labour Authorities prior to initiating the present proceedings. The said demand was denied by the Respondent *vide* reply dated 26.12.2013, and the dispute remained unresolved.

8. Thereafter, the Petitioner filed an application under Section 33C(2) of the Industrial Disputes Act, 1947 before the Labour Court seeking computation and recovery of alleged dues amounting to Rs.21,83,885/- along with interest for the period from April 2007 to December 2013.

9. The Respondent contested the said application, *inter alia*, on the ground that the claim was not maintainable under Section 33C(2) of the Act, as the entitlement of the Petitioner was disputed and had neither been previously adjudicated nor otherwise recognised.

10. The Labour Court, by the impugned order dated 29.11.2014, held that the claim involved determination of disputed entitlement, which could not be adjudicated in proceedings under Section 33C(2) of the Act, the said provision being in the nature of an execution proceeding. The application was, accordingly, dismissed as not maintainable.

11. Aggrieved thereby, the Petitioner has filed the present writ petition.

12. SUBMISSIONS ON BEHALF OF PETITIONER

I. Learned counsel for the Petitioner submits that the present writ petition under Article 226 of the Constitution of India assails the order dated 29.11.2014 passed by the learned Presiding Officer, Labour Court-IX, whereby the Petitioner's application under Section 33C(2) of the Industrial Disputes Act, 1947 has been dismissed as not



maintainable on the ground of absence of any prior adjudication or admission of entitlement. It is contended that the Labour Court has misapplied the scope of Section 32C (2) of the Act by erroneously treating the claim as involving adjudication of entitlement.

II. It is submitted that the Petitioner was initially appointed with M/s Kwality Restaurant & Ice Cream Company on 12.06.1987 and, pursuant to a Strategic Alliance dated 30.12.1994, his services stood transferred to M/s Brooke Bond Lipton India Limited, which subsequently got merged with Hindustan Unilever Limited on 23.04.1996, where after he continued in uninterrupted service under the Respondent.

III. Learned counsel submits that during the course of employment, successive wage settlements were entered into, including settlements dated 14.04.2001 and 26.02.2004, followed by further wage revisions in or around 2006/2007 and 2011 with the All India Brooke Bond Employees Federation. It is contended that despite such subsequent revisions, the Petitioner was denied corresponding benefits, including revision of wages, increments and other service benefits such as leave encashment, loans and incentives.

IV. It is submitted that the Petitioner quantified his dues for the period April 2007 to December 2013 at Rs.21,83,885/-, with further accruals, and, upon failure of the Respondent to redress his grievance despite repeated representations, invoked Section 33C(2) of the Industrial Disputes Act, 1947 seeking computation and recovery of the said amount.

V. Learned counsel submits that the Respondent opposed the claim on



the ground that the Petitioner was governed exclusively by the settlement dated 26.02.2004 and that the subsequent settlements were applicable only to employees represented by the All India Brooke Bond Employees Federation, of which the Petitioner was not a member. It was further contended that proceedings under Section 33C (2), being in the nature of execution, cannot be invoked in the absence of a pre-existing or admitted right. The Petitioner further contends that the subsequent settlements are in continuation of earlier wage revisions and denial of benefits thereunder is arbitrary

VI. It is submitted that the Labour Court accepted the aforesaid objection and held that the applicability of the subsequent settlements to the Petitioner involved determination of entitlement and, therefore, fell outside the scope of Section 33C (2), resulting in dismissal of the application without adjudicating the claim on merits.

VII. Learned counsel submits that the said approach is erroneous in law, inasmuch as the settlement dated 26.02.2004 stood expired on 31.03.2007 and the subsequent settlements were in continuation thereof, and that denial of benefits on the basis of union membership is arbitrary and unsupported by the record. On these grounds, it is submitted that the impugned order is liable to be set aside.

13. SUBMISSIONS ON BEHALF OF RESPONDENT

I. *Per contra*, learned counsel for the Respondent submits that the present writ petition is devoid of merit, as the claim filed by the Petitioner under Section 33C (2) of the Industrial Disputes Act, 1947 was not maintainable. It is contended that the Petitioner sought



issuance of a recovery certificate on the basis of wage settlements dated 2007 and 2011 entered into between the Management and the All India Brooke Bond Employees Federation, despite admittedly not being a member thereof and, therefore, not entitled to any benefit under the said settlements.

II. It is submitted that the Petitioner was initially appointed with M/s Kquality Ice Cream Company and, upon restructuring and merger, continued under the Respondent. During his service, long-term settlements dated 14.04.2001 and 26.02.2004 were entered into between the Management and workmen represented by the Hotel Workers Union, which governed the service conditions of the Petitioner, and under which he has admittedly been granted all benefits. It is further contended that the settlement dated 26.02.2004 continues to bind the parties in the absence of its termination in accordance with law. The Petitioner, therefore, cannot claim benefits under separate settlements entered into with another union representing a different class of employees.

III. Learned counsel submits that the settlements relied upon by the Petitioner are bilateral settlements within the meaning of Section 18(1) read with Section 2(p) of the Industrial Disputes Act, 1947 and are binding only on the parties thereto. Accordingly, the settlements entered into with the All India Brooke Bond Employees Federation are applicable only to its members and cannot be extended to the Petitioner, who belongs to a different bargaining unit.

IV. It is further submitted that the claim raised by the Petitioner involves disputed questions relating to entitlement, applicability of



settlements, and alleged parity with other employees, all of which require adjudication. Proceedings under Section 33C(2), being in the nature of execution proceedings, are confined to computation of pre-existing or admitted rights and cannot be invoked to determine such disputes. Where the very basis of the claim or entitlement is disputed and there is no prior adjudication or recognition thereof, the Labour Court lacks jurisdiction to entertain the claim or to first determine entitlement and thereafter compute the benefit.

V. Learned counsel submits that any such claim involving adjudication of rights could only be raised by way of an industrial dispute under Section 10 of the Act and not by invoking Section 33C (2). It is, therefore, contended that the learned Labour Court, having relied upon settled legal principles, has rightly dismissed the application as not maintainable, and no interference is warranted in exercise of writ jurisdiction. It is further the stand of the Respondent that the said settlements are bilateral in nature within the meaning of Section 18(1) of the Industrial Disputes Act, 1947 and are binding only on the parties thereto, and that any claim involving adjudication of entitlement could only be raised by way of an industrial dispute under Section 10 of the Act.

14. ISSUES FOR CONSIDERATION

Having heard learned counsel for the parties and perused the record, the principal issue that arises for consideration is:

- (i) Whether the application filed by the Petitioner under Section 33C(2) of the Industrial Disputes Act, 1947 was maintainable, or whether the claim



raised therein involved adjudication of disputed entitlement beyond the scope of the said provision?

(ii) Whether the impugned order dated 29.11.2014 passed by the learned Labour Court declining jurisdiction under Section 33C(2) of the Act warrants interference in exercise of writ jurisdiction?

ANALYSIS AND FINDINGS

15. Having considered the rival submissions advanced by learned counsel for the parties and upon perusal of the record, this Court finds that the issue in the present case lies in a narrow compass. At the outset, it is well settled that the jurisdiction of this Court under Articles 226 and 227 of the Constitution of India is supervisory and not appellate in nature. This Court does not sit in appeal over the findings recorded by the Labour Court, nor does it re-appreciate evidence or substitute its own view merely because another view may be possible. Interference is warranted only where the adjudicating authority has acted without jurisdiction, in excess of jurisdiction, or where the impugned order suffers from patent illegality, perversity, or misapplication of settled principles of law. So long as the findings are based on a plausible appreciation of the material on record, no interference is called for in exercise of writ jurisdiction.

16. A perusal of the Impugned Order shows that the Labour Court has not entered into the merits of the Petitioner's claim regarding alleged entitlement to monetary benefits arising out of subsequent wage settlements. Rather, the adjudication has been confined to the preliminary issue of maintainability of the application under Section 33C (2) of the Act, 1947. The Labour Court has, thus, declined to examine the question of entitlement and has dismissed the application on the ground that the claim involves disputed questions



requiring prior adjudication and, therefore, falls beyond the limited scope of proceedings under Section 33C(2) of the Act, 1947.

17. In light of the above, the record further shows that, before the Labour Court, the Petitioner/workman asserted alleged entitlement to wages and consequential benefits in terms of the subsequent wage settlements of the years 2007 and 2011 entered into by the Respondent/Management with its employees. It was contended that, despite being an employee of the same establishment, such benefits were not extended to him. On this basis, the Petitioner claimed that arrears of wages and other benefits for the period from April 2007 to December 2013, quantified at Rs.21,83,885/-, were due and recoverable under Section 33C (2) of the Industrial Disputes Act, 1947.

18. *Per contra*, the Respondent/Management opposed the claim, *inter alia*, on the ground that the Petitioner was governed by the long-term settlement dated 26.02.2004 entered into with the Hotel Workers Union, under which all admissible benefits had already been extended to him. It was further contended that the subsequent settlements of 2007 and 2011 were entered into with a distinct category of employees represented by the All India Brooke Bond Employees Federation, and were not applicable to the Petitioner, who was not a member thereof. The Respondent also raised a preliminary objection that the claim involved disputed questions relating to entitlement and applicability of settlements, which could not be adjudicated in proceedings under Section 33C (2) of the Act, 1947, the said provision being confined to computation of benefits arising from pre-existing or admitted rights. It was further contended that the said settlements are bilateral in nature within the meaning of Section 18(1) of the Act and that any claim involving adjudication of entitlement could only be raised by way



of an industrial dispute under Section 10 thereof.

19. The Impugned Order reflects that the Labour Court examined the claim from the standpoint of maintainability under Section 33C (2) of the Act, 1947. Upon noticing that the Petitioner had claimed monetary benefits on the basis of subsequent settlements of 2007 and 2011, while the management had categorically denied both the applicability of the said settlements and any liability thereunder, the Labour Court held that there was neither any admission of entitlement nor any prior adjudication in favour of the workman. It further observed that the relief sought could not be computed without first determining the Petitioner's entitlement to the benefits claimed, which involved disputed questions relating to applicability of settlements and conditions of service.

20. The operative portion of the Impugned order dated 29.11.2014, whereby the Labour Court returned its finding on the issue of maintainability, reads as under:

*16. The workman in the present case has claimed an amount of Rs.21,83,885/- along with 18% interest w.e.f. April 2007 onwards till December 2013 against the management of M/s Hindustan Unilever Limited. On the other hand, the management in its written statement has stated that the workman has already been paid all the benefits under the Long Term Settlement dated 26.02.2004, which is applicable and binding on the claimant till date. Therefore, it is clear that nothing has been admitted by the management, nor is there any fact which can be computed without adjudicating the rights of the parties first, particularly the relief aspect. **The reliefs which the workman has sought for in the present claim are not calculable without a trial, and***



since it has been proved on record that the rights of the parties have not been adjudicated upon so far, this Court has no jurisdiction to entertain the present claim under Section 33C (2) of the Industrial Disputes Act. Keeping in view the law points cited by the Ld. AR for management and also keeping in view that the proceedings under Section 33C(2) of the Industrial Disputes Act are in the nature of execution proceedings, this Court holds that the present claim of the workman under Section 33C(2) of the Industrial Disputes Act is not maintainable and the same is hereby dismissed. As far as the notification of the Ministry of Labour and Employment dated 15.09.2010, as relied upon by the Ld. AR for the workman, is concerned, the same does not assist the workman, as in the present case no award/order/settlement has been passed so far in favour of the workman by any competent authority.”

21. In the aforesaid backdrop, the limited question which arises for consideration is whether the Labour Court was justified in declining to entertain the Petitioner’s application under Section 33C (2) of the Act, 1947 on the ground of maintainability. It is clarified that this Court is not concerned with the merits of the Petitioner’s claim, but only with the jurisdictional issue as to whether such a claim could be examined within the scope of proceedings under Section 33C (2) of the Act,1947.

22. Before examining the merits of the case, it is relevant to examine the scope and ambit of **Section 33C (2) of the Act, 1947**, which reads as under:

33C. Recovery of money due from an employer—

(1) Where any money is due to a workman from an employer under a settlement or an award or under the provisions of 6[Chapter VA or Chapter VB], the workman himself or any other person authorised by him in writing in this behalf, or, in the case of the death of the workman, his



assignee or heirs may, without prejudice to any other mode of recovery, make an application to the appropriate Government for the recovery of the money due to him, and if the appropriate Government is satisfied that any money is so due, it shall issue a certificate for that amount to the Collector who shall proceed to recover the same in the same manner as an arrear of land revenue: Provided that every such application shall be made within one year from the date on which the money became due to the workman from the employer: Provided further that any such application may be entertained after the expiry of the said period of one year, if the appropriate Government is satisfied that the applicant had sufficient cause for not making the application within the said period.

(2) Where any workman is entitled to receive from the employer any money or any benefit which is capable of being computed in terms of money and if any question arises as to the amount of money due or as to the amount at which such benefit should be computed, then the question may, subject to any rules that may be made under this Act, be decided by such Labour Court as may be specified in this behalf by the appropriate Government; 1[within a period not exceeding three months:]

[Provided that where the presiding officer of a Labour Court considers it necessary or expedient so to do, he may, for reasons to be recorded in writing, extend such period by such further period as he may think fit.

23. A plain reading of Section 33C (2) of the Act, 1947 indicates that the Jurisdiction of the Labour Court thereunder is limited to the computation of money due or of benefits capable of being quantified in monetary terms, provided such entitlement is founded upon a pre-existing right. The provision proceeds on the basis that the entitlement is not in serious dispute and only requires computation or incidental interpretation, and that only its



quantification remains to be determined. It does not confer upon the Labour Court the authority to adjudicate upon the very existence of such right in the first instance. The proceedings contemplated under Section 33C(2) of the Act, 1947 are thus in the nature of execution, wherein the Labour Court is empowered to enforce or compute a benefit already crystallised by virtue of an award, settlement, or otherwise recognised entitlement, but is precluded from entering into or deciding disputed questions that go to the root of the claim itself.

24. The legal position in this regard is no longer *res integra* and stands authoritatively settled by the Hon'ble Supreme Court. It is well settled that proceedings under Section 33C (2) of the Act, 1947 are in the nature of execution proceedings, wherein the Labour Court is confined to computation of benefits flowing from a pre-existing right and cannot assume the role of an adjudicatory authority to determine such right in the first instance.

25. In view of the aforesaid statutory framework, it becomes necessary to examine the judicial exposition governing the scope and ambit of proceedings under Section 33C (2) of the Act, 1947.

26. Consistent with the above, the scope of jurisdiction under Section 33C (2) of the Act, 1947 has been clearly explained by the Hon'ble Supreme Court, which has consistently held that the Labour Court, while exercising powers under Section 33C (2), cannot decide disputed questions of entitlement and is confined only to the computation and enforcement of an existing right. In ***Central Inland Water Transport Corporation Ltd. v. The Workmen, (1974) 4 SCC 696***, the Hon'ble Supreme Court considered the nature and extent of jurisdiction under Section 33C (2) of the Act, 1947 and held that proceedings thereunder are in the nature of execution proceedings,



wherein the Labour Court is empowered to compute the amount of money due to a workman or quantify a benefit capable of being expressed in monetary terms. It was further held that such computation must necessarily be founded upon an existing right, that is, a right which has been previously adjudicated upon or otherwise duly recognised. The Hon'ble Supreme Court clarified that the Labour Court cannot arrogate to itself the functions of an Industrial Tribunal so as to adjudicate upon questions relating to the workman's entitlement, and that determination of such entitlement is not incidental to computation but falls outside the scope of proceedings under Section 33C (2) of the Act. The relevant observations are as under:

*"12. It is now well-settled that a proceeding **under Section 33C (2) is a proceeding, generally, in the nature of an execution proceeding** wherein the Labour Court calculates the amount of money due to a workman from his employer, or if the workman is entitled to any benefit which is capable of being computed in terms of money, the Labour Court proceeds to compute the benefit in terms of money. This calculation or computation follows upon an existing right to the money or benefit, in view of its being previously adjudged, or, otherwise, duly provided for. **In Chief Mining Engineer East India Coal Co. Ltd. v. Rameswar, it was reiterated that proceedings under Section 33C (2) are analogous to execution proceedings and the Labour Court called upon to compute in terms of money the benefit claimed by workmen is in such cases in the position of an executing court. It was also reiterated that the right to the benefit which is sought to be computed must be an existing one, that is to say, already adjudicated upon or provided for and must arise in the course of and in relation to the relationship between an industrial workman and his employer.**"*



(Emphasis Supplied)

27. In the U.P. *State Road Transport Corporation v. Birendra Bhandari*, (2006) 10 SCC 211, the Hon'ble Supreme Court reiterated the scope of jurisdiction under Section 33C (2) of the Industrial Disputes Act, 1947 while dealing with a claim for monetary benefits arising out of Pay Commission recommendations. It was held that the benefit which can be enforced under Section 33C (2) must be a pre-existing benefit or one flowing from a pre-existing right. The Hon'ble Supreme Court further observed that the distinction between a pre-existing right or benefit and a claim which is considered just and fair is vital, and that only the former falls within the jurisdiction of the Labour Court under Section 33C (2) of the Act, while the latter would require adjudication in appropriate proceedings. The Court held thus:

“8. The principles enunciated in the decisions referred by either side can be summed up as follows:

Whenever a workman is entitled to receive from his employer any money or any benefit which is capable of being computed in terms of money and which he is entitled to receive from his employer and is denied of such benefit can approach Labour Court under Section 33-C(2) of the Act. The benefit sought to be enforced under Section 33-C(2) of the Act is necessarily a pre-existing benefit or one flowing from a pre-existing right. The difference between a pre-existing right or benefit on one hand and the right or benefit, which is considered just and fair on the other hand is vital. The former falls within jurisdiction of Labour Court exercising powers under Section 33-C(2) of the Act while the latter



does not."

28. The decision of the Hon'ble Supreme Court in ***Municipal Corporation of Delhi v. Ganesh Razak, (1995) 1 SCC 235***, is directly applicable to the present case. In the said decision, the workmen had sought computation of wages at par with regular employees by invoking Section 33C (2) of the Act, 1947, while the employer had disputed both the basis of the claim and the entitlement of the workmen. The Hon'ble Supreme Court held that in the absence of any prior adjudication or recognition of such entitlement, proceedings under Section 33C (2) of the Act, 1947, were not maintainable, as the claim itself required determination in the first instance.

29. In the present case, the Petitioner similarly seeks computation of monetary benefits on the basis of subsequent settlements of 2007 and 2011, the applicability whereof is disputed by the Respondent/Management. The claim of entitlement is neither founded upon any prior adjudication nor recognised by the employer. In such circumstances, the issue of entitlement cannot be treated as incidental to computation and would fall outside the scope of Section 33C (2) of the Act, 1947, as held by the Hon'ble Supreme Court in ***Ganesh Razak (supra)***. The Hon'ble Supreme Court observed as under:

12. The High Court has referred to some of these decisions but missed the true import thereof. The ratio of these decisions clearly indicates that where the very basis of the claim or the entitlement of the workmen to a certain benefit is disputed, there being no earlier adjudication or recognition thereof by the employer, the dispute relating to entitlement is not incidental to the benefit claimed and is, therefore, clearly outside the scope of a proceeding under Section 33-C(2) of the



Act. The Labour Court has no jurisdiction to first decide the workmen's entitlement and then proceed to compute the benefit so adjudicated on that basis in exercise of its power under Section 33-C(2) of the Act. It is only when the entitlement has been earlier adjudicated or recognised by the employer and thereafter for the purpose of implementation or enforcement thereof some ambiguity requires interpretation that the interpretation is treated as incidental to the Labour Court's power under Section 33-C (2) like that of the Executing Court's power to interpret the decree for the purpose of its execution.

13. In these matters, the claim of the respondent-workmen who were all daily-rated/casual workers, to be paid wages at the same rate as the regular workers, had not been earlier settled by adjudication or recognition by the employer without which the stage for computation of that benefit could not reach. The workmen's claim of doing the same kind of work and their entitlement to be paid wages at the same rate as the regular workmen on the principle of "equal pay for equal work" being disputed, without an adjudication of their dispute resulting in acceptance of their claim to this effect, there could be no occasion for computation of the benefit on that basis to attract Section 33-C(2).

(Emphasis Supplied)

The aforesaid principle squarely applies to the present case, where the Petitioner's entitlement under the subsequent settlements is itself in dispute and has not been previously adjudicated or recognised, thereby placing the claim beyond the scope of Section 33C (2) of the Act.

30. The Respondent has also rightly placed reliance upon ***Bombay Chemical Industries v. Deputy Labour Commissioner*** (Civil Appeal No. 813 of 2022, decided on 04.02.2022), wherein the Hon'ble Supreme Court



reiterated that jurisdiction under Section 33C (2) of the Act,1947 is confined to computation of benefits flowing from a pre-existing and undisputed right and does not extend to adjudication of entitlement. It was held that where the very basis of the claim is disputed and unadjudicated, the Labour Court lacks jurisdiction under Section 33C (2) of the Act. The said principle squarely applies to the present case.

31. Thus, the consistent judicial view of the Hon'ble Supreme Court is that where the very entitlement to the benefit is disputed and has not been previously adjudicated or recognised, the Labour Court cannot assume Jurisdiction under Section 33C(2) of the Act,1947.

32. Applying the aforesaid principles, in the present case, it is not in dispute that the Petitioner was an employee of the Respondent and was governed by the settlement dated 26.02.2004. The claim raised, however, is founded upon subsequent settlements of 2007 and 2011, stated to have been entered into between the Respondent/Management and employees represented by the All India Brooke Bond Employees Federation, the applicability whereof is specifically disputed by the Respondent. It is the stand of the Respondent that the said settlements were entered into with a different union and are not applicable to the Petitioner, who continues to be governed by the settlement dated 26.02.2004, which, according to the Respondent, has not been terminated in accordance with law and continues to operate between the parties.

33. In view of the aforesaid stand of the Respondent, the very basis of the Petitioner's claim is contested. In the absence of any prior adjudication or clear recognition of such entitlement in accordance with law, the Petitioner cannot be said to possess any pre-existing or enforceable right under the said



settlements. It is also not borne out from the record that the settlement dated 26.02.2004 stood superseded or replaced by any subsequent settlement governing the Petitioner. In the absence of such crystallised entitlement, the claim would fall outside the limited scope of Section 33C (2) of the Act, which proceeds on the existence of an undisputed or pre-determined right.

34. The contention of the Petitioner that the settlement dated 26.02.2004, stated to be valid up to 31.03.2007, did not continue to govern the parties thereafter does not advance his case. Even if such contention is accepted, the applicability of the subsequent settlements to the Petitioner remains a disputed issue requiring adjudication. The dispute raised by the Respondent is not a mere bald denial, but pertains to the very applicability of the said settlements and is founded on identifiable legal and factual grounds.

35. In this context, the dispute involves determination of the following aspects, all of which go to the root of the Petitioner's entitlement:

- (i) the applicability of the subsequent settlements of 2007 and 2011 to the Petitioner;
- (ii) the binding nature of settlements entered into with a different union, to which the Petitioner is stated not to belong, having regard to Section 18(1) of the Act;
- (iii) the existence of any enforceable entitlement in favour of the Petitioner in the face of a categorical denial by the Respondent; and
- (iv) the plea of parity or discrimination with other employees, which would require examination of factual and legal aspects.

All the aforesaid aspects are not incidental to computation but go to the very root of entitlement and necessarily require adjudication, which is beyond the scope of proceedings under Section 33C(2) of the Act.



36. The contention that the subsequent settlements would automatically apply to the Petitioner, in the absence of any prior adjudication or recognised entitlement, is misconceived, as it presupposes the existence of a right which itself is in dispute and cannot be determined in proceedings under Section 33C (2) of the Act.

37. In view of the aforesaid, this Court is of the considered opinion that the Labour Court rightly declined to assume jurisdiction under Section 33C(2) of the Industrial Disputes Act, 1947, as the claim raised involves disputed questions going to the root of the Petitioner's entitlement. It is settled law that proceedings under Section 33C(2) of the Act are in the nature of execution and are confined to computation of benefits flowing from a pre-existing and recognised right; the jurisdiction may incidentally involve interpretation, but cannot extend to adjudication of the very basis of entitlement. Where such entitlement itself is in dispute and has neither been previously adjudicated nor recognised, the Labour Court lacks jurisdiction to determine the same, and the appropriate remedy lies under Section 10 of the Act.

38. Even otherwise, it may also be observed that the Petitioner's claim does not satisfy the requirements of Section 33C(1) of the Act. The said provision applies where money is due under a binding settlement, award, or statutory provision and the entitlement is not in dispute. In the present case, the entitlement itself is seriously contested, and there is no binding settlement or award under which the claimed amount can be said to be due. The claim, therefore, does not meet the requirements of Section 33C(1) of the Act, much less those of Section 33C(2) of the Act.

39. The impugned order reflects that the Labour Court has applied the governing principles under Section 33C (2) and relied upon binding



precedents, including *Municipal Corporation of Delhi v. Ganesh Razak*, (1995) 1 SCC 235, *Central Inland Water Transport Corporation Ltd. v. The Workmen*, (1974) 4 SCC 696, as well as decisions of this Court in *MCD v. Sham Lal & Ors.*, 104 (2003) DLR 507 and *Standard Chartered Bank Ltd. v. Kewal Krishan Mutneja*, W.P. (C) 1526/2000, Delhi High Court. These authorities make it clear that where entitlement itself is in dispute and has not been previously adjudicated or recognised, the claim falls outside the scope of Section 33C(2). Applying the said position, the Labour Court rightly held the claim to be not maintainable. The view so taken is a plausible and legally tenable view based on the material on record and does not warrant interference under Articles 226 and 227 of the Constitution of India. No jurisdictional error, perversity, or illegality is demonstrated so as to warrant interference in exercise of writ jurisdiction.

CONCLUSION

40. In view of the aforesaid discussion, this Court finds that the impugned order passed by the Labour Court does not suffer from any infirmity, illegality, perversity, or jurisdictional error warranting interference under Articles 226 and 227 of the Constitution of India. The view taken by the Labour Court, holding that the Petitioner's claim is not maintainable under Section 33C (2) of the Act, 1947, is a plausible and legally sustainable view in consonance with the settled position of law.

41. It is clarified that this Court has not examined the merits of the Petitioner's claim and that the observations made herein are confined solely to the issue of maintainability under Section 33C (2) of the Act. Accordingly, the present writ petition is dismissed.

42. It is, however, clarified that dismissal of the present petition shall not



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preclude the Petitioner from seeking appropriate remedy in accordance with law, including by raising an industrial dispute under Section 10 of the Industrial Disputes Act, 1947, if so advised. There shall be no order as to costs.

**SHAIL JAIN
JUDGE**

MARCH 28, 2026/RM