

**STRIKE MATTER**  
**URGENT**

URANIUM CORPORATION OF INDIA LIMITED  
JADUGUDA

No. UCIL/DT/2022

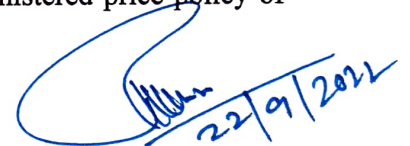
September 22, 2022

**Sub: Appeal of unions to break the deadlock of ongoing illegal strike**

This has reference to your representation dated 22.09.2022 appealing to C&MD, UCIL to break the deadlock due to ongoing illegal strike resorted by you from 20.09.2022 in all units of UCIL in Jharkhand.

UCIL management is always open to discuss and resolve any issues through discussion within the framework of applicable guidelines. However, as already informed to you vide our letter No. UCIL/GM(I/P&IRs/CP)/101/2022 dated 20.09.2022, the present strike is in gross violation of sub-section(1) of Section 22 of the Industrial Disputes Act, 1947. Further, as per the legal opinion obtained by us from our Advocate at Jharkhand High Court, the present strike is illegal, a copy of which is enclosed herewith. We have also communicated the same to Dy.CLC (Central), Dhanbad requesting him to take immediate action in this matter.

In view of above facts, you are once again advised to call off the illegal strike immediately and restore normalcy in all units of the Company subsequent to which a meeting will be held with UCIL management to find out an amicable solution within the framework of DPE guidelines applicable on wage revision of a Company, which is governed by administered price policy of Govt. of India.

  
( Rajesh Kumar )  
Director (Technical)

To  
General Secretary – JLU, UMS, UKU, SUMU

Copy to: All Notice Boards  
Copy to: C&MD, UCIL  
Copy to: GM (I/P&IRs/CP)

## Legal Opinion

Perused the documents and after having detailed discussion with the officials of UCIL regarding notice dated 03-09-2022 given by the Unions for calling strike with effect from 20-09-2022 or any day thereafter, I found the following admitted facts:

- There is a MOS dated 04-02-2020 between the management and Unions regarding wage settlement which is effective for 10 (ten) years till 31-03-2028.
- Under Clause No. 10.7 it has been agreed that during the period of MOS no demand will be made nor any dispute be raised in the matter settled by the MOS.
- It has further been agreed under Clause 10.8 that all other issues which do not have financial implication with respect to the wage revision shall be resolved amicably between the UCIL management and the Unions.
- Conciliation proceeding is pending before the Competent Authority (O/o Dy. CLC).



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- Therefore, letter dated 05-09-2022 has been written to ALC(C) to declare the strike illegal.

Further, it be noted that a demand for Profit Sharing/ Ex-gratia & Pension along with several other demands have been raised by the Unions. The management of UCIL has informed the Unions vide its letters dated 05-09-2022 & 10-09-2022 that the demands of Profit Sharing/ Ex-gratia & Pension are not acceptable as it is beyond the Wage Settlement.

So far legal position regarding strike it is to say that call for strike is not a fundamental right rather is a statutory right and has to be regulated as per the statutory provisions of the Industrial Dispute Act, 1947. Section 22 of the Act put certain prohibitions on the right to strike.

Further, the stand of the Unions that the demands have no financial implication is not correct and is self contradictory. Rather almost all demands have certain implied financial implication and particularly the demand of profit sharing and pension have direct financial implication and thus will be governed by the terms of MOS dated 04-02-2020. The terms mentioned under Clause 10.7 & 10.8 of MOS dated 04-02-2020 should be adhere to by the parties of the settlement.



Section 2(q) of said Act defines the term strike, it says, "strike" means a cassation of work by a body of persons employed in any industry acting in combination, or a concerted refusal, or a refusal, under a common understanding of any number of persons who are or have been so employed to continue to work or accept employment. Whenever employees want to go on strike they have to follow the procedure provided by the Act otherwise the strike deemed to be an illegal strike. Section 22(1) of the industrial Dispute Act, 1947 put certain prohibitions on the right to strike. It provides that no person employed in public utility service shall go on strike in breach of contract:

- a. Without giving to employer notice of strike within six weeks before striking; or
- b. Within fourteen days of giving such notice; or
- c. Before the expiry of the date of strike specified in any such notice as aforesaid; or
- d. During the pendency of any conciliation proceedings before a conciliation officer and seven days after the conclusion of such proceedings.

It is to be noted that these provisions do not prohibit the workmen from going on strike but require them to fulfill the condition before going on strike.





In **mineral Miner Union vs. Kudremukh Iron Ore Co. Ltd.** (1989) 1 Lab. L J 227 (Karn.), it was held that the provisions of section 22 are mandatory. In **Sadul textile Mills v. Their workmen** (1958) 2 LLJ 628 (Rajasthan) certain workmen struck work as a protest against the lay-off and the transfer of some workmen from one shift to another without giving four days notice as required by standing order 23. On these grounds a question arose whether the strike was justified. The industrial tribunal answered in affirmative. Against this a writ petition was preferred in the High Court of Rajasthan. Reversing the decision of the Tribunal Justice **Wanchoo** observed:

"...We are of opinion that what is generally known as a lightning strike like this take place without notice.... And each worker striking ....(is) guilty of misconduct under the standing orders ...and liable to be summarily dismissed...(as)... the strike cannot be justified at all. "

**General prohibition of strike-**

The provisions of section 23 are general in nature. It imposes general restrictions on declaring strike in breach of contract in the both public as well as non- public utility services in the following circumstances mainly: -

- a. During the pendency of conciliation proceedings before a board and till the expiry of 7 days after the conclusion of such proceedings;



- b. During the pendency and 2 month's after the conclusion of proceedings before a Labour court, Tribunal or National Tribunal;
- c. During the pendency and 2 months after the conclusion of arbitrator, when a notification has been issued under sub- section 3 (a) of section 10 A;
- d. During any period in which a settlement or award is in operation in respect of any of the matter covered by the settlement or award.

The principal object of this section seems to ensure a peaceful atmosphere to enable a conciliation or adjudication or arbitration proceeding to go on smoothly. This section because of its general nature of prohibition covers all strikes irrespective of the subject matter of the dispute pending before the authorities.

#### **Illegal Strike-**

Section 24 provides that a strike in contravention of section 22 and 23 is illegal. This section is reproduced below:

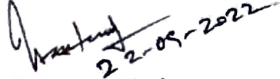
- 1. A strike or a lockout shall be illegal if,
  - i. It is commenced or declared in contravention of section 22 or section 23; or



- ii. It is continued on contravention of an order made under sub section (3) of section 10 or sub section (4-A) of section 10-A.

Thus in the above premises, in my considered opinion as evident from the materials on record, that the conciliation proceeding is admittedly pending so the notice for strike dated 03-09-2022 given by the Unions is prima facie against the statutory provisions of the Act and thus there cannot be any hesitation to any statutory authority to declare the same as illegal.

This opinion is based exclusively on the materials furnished to me in this regard and confined only to the issue involved.

  
22-05-2022  
Sudarshan Shrivastava  
Advocate