



**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION**

WRIT PETITION NO.10151 OF 2026

SFS Group India Pvt. Ltd.

....Petitioner

V/S

SFS Group India Employees Union

....Respondent

Mr. Rutwij Bapat a/w Ms. Archana Shelar *for the Petitioner.*

Mr. Nitin A. Kulkarni *for Respondent.*

CORAM : SANDEEP V. MARNE, J.

DATE : 21 AUGUST 2026.

P.C.:

1. The Petition challenges order dated 8 June 2026 passed by the learned Member, Industrial Court, Pune, partly allowing the Application at Exhibit-U2 filed by the Respondent-Union and staying the impugned show-cause notice dated 13 February 2026.

2. I have heard Mr. Bapat, the learned counsel appearing for Petitioner and Mr. Kulkarni, the learned counsel appearing for Respondent-Union. I have considered the submissions canvassed by them. I have gone through the reasons recorded by the Industrial Court while passing the impugned order.

3. Mr. Kulkarni has placed on record complete copy of the settlement arrived at between the parties on 13 May 2022. It is clear from the said

settlement that *qua* the concerned five workers, the target fixed was 1,782 parts per shift. However, by way of the impugned show-cause notices, the concerned workers were accused of not giving production at the rate of 2,200 parts per shift. It was alleged that they were producing only at the rate of 1,760 parts per shift. Upon being queried as to on what basis the show-cause notices are issued quoting the figure of 2,200 parts per shift, Mr. Bapat has drawn attention of this Court to a document dated 20 December 2025 under which it appears that the rate of output per shift was determined as 2,455. I find no reason to believe that the said document dated 20 December 2025 can impose any obligation on the part of the concerned five workers to give any particular output. There are multiple reasons for holding so. Firstly, the said document has surfaced for the first time. It is not on record before the Industrial Court, nor produced with the Petition. It is flashed across the bar on behalf of the Petitioner, Secondly, the document dated 20 December 2025 appears to be a unilaterally executed document. The same does not bear signature of any worker or their union. Thirdly, the figure quoted in the said document does not match with the figure in the show-cause notices. The document dated 20 December 2025 talks of figure of 2,455 parts per shift whereas in the show-cause notices dated 13 February 2026, the figure quoted is 2,200 parts per shift. Fourthly, the document does not indicate that the same was brought to the notice of workers. Since there is no document placed on record to indicate that any communication was made to the workers/their union for giving output of 2,200 parts per shift, Mr. Bapat submits that such an intimation was orally given. He submits that receipt of oral intimation

about expected production output of 2200 parts per shift is not disputed by the workers. It is however, unacceptable that covenants of written settlement can be modified by oral intimation. *Prima facie*, the concerned workers are liable to give output only as per the settlement. The output unilaterally decided by the Petitioner- Management on 20 December 2025 is neither binding on the concerned workers nor the same can form a basis for initiation of disciplinary proceedings against the concerned workers. In my view therefore, the impugned show-cause notices dated 13 February 2026 are *ex facie* erroneous. The same have been rightly stayed by the Industrial Court. No interference is warranted in the impugned order passed by the Industrial Court. Writ Petition is accordingly **dismissed**. Needless to observe that the findings in the order are *prima facie* and that the Industrial Court shall decide the complaint on its own merits.

(SANDEEP V. MARNE, J.)