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Business and Industrial Law

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Instructions: NOTE: Attempt FIVE questions in all, Selecting THREE questions from Section-A and TWO from Section-B.

SECTION - A (Commercial Law)

Q. No.1a: Discuss between agreement and contract. (10)

Answer : DIFFERENCE BETWEEN A CONTRACT AND AN AGREEMENT

There was a time when Florida companies could do business with each other by communicating their assent to the terms and conditions of a transaction. These days, agreements and contracts are much more complicated, even where the actual laws governing them have not changed significantly over the years. Regardless, for business owners, contracts and agreements are both central to many organizational dealings. Therefore, it is critical to understand certain key differences, whether you are seeking to enforce or could be in breach. An experienced business litigation lawyer can tell you more about how Florida contracts law applies in your case, and some background information may be useful.

Legal Definitions

The terms “agreement” and “contract” are often interchangeable in common usage, but top law dictionaries offer two distinct definitions.

An agreement exists where there is a mutual understanding regarding rights and responsibilities among parties to a business arrangement.

A contract is an agreement between respective parties that creates legally binding obligations.

Based upon these definitions, a contract is a specific type of agreement, one which can be enforced in court if necessary. For Florida business owners seeking to ensure stability in

company dealings, it is wise to enter into a contract that establishes proper accountability.

Requirements for a Legally Binding Contract

Florida law governing contracts requires certain elements for enforceability, which include:

Essentials Regarding the Agreement: Every contract must incorporate an offer, acceptance of that offer by the other party, and mutual consent. There must also be something of value to be exchanged between the party, a legal concept known as "consideration." Note that the exchange of consideration must have a legal purpose, so it is not possible to enforce a contract that runs contrary to law.

Requirements Regarding the Parties: Parties must enter into a contract by their own free will and be legally competent to take such action. For example, a person under 18 years old does not have legal competence to contract. The element of free will refers to situations involving coercion or duress, which would make the contract unenforceable.

Situations Where a Written Contract is Necessary

According to Florida's Statute of Frauds, certain contracts must be in writing to be enforceable, in addition to complying with the above legal requirements. Circumstances where a written document is necessary include:

An agreement to accept the debt of another person;

Contracts for the sale of real estate, whether related to improved or unimproved land;

Leases for real estate that exceed one year;

Agreements guaranteeing the results of a medical or surgical procedure;

Subscriptions for newspaper or periodical service;

Satisfaction of a debt for less than the total amount due; and,

Other contracts as designated by law.

Turn to a Clearwater Business Lawyer for Advice

This overview of the difference between agreements and contracts is intended to be general. The details of the legal distinctions are far more complex, yet they have important implications for Florida businesses. If you have questions or would like more information, please call (727) 877-4931 to reach the business law attorneys at Clearwater Business Law. We serve clients throughout Pinellas and Hillsborough Counties, and we

are happy to schedule a consultation to discuss your circumstances.

b: Elaborate the remedies for breach of contract? (10)

Answer : Remedies for Breach of Contract

When a promise or agreement is broken by any of the parties we call it a breach of contract. So when either of the parties does not keep their end of the agreement or does not fulfil their obligation as per the terms of the contract, it is a breach of contract. There are a few remedies for breach of contract available to the wronged party. Let us take a look.

1-Recession of Contract

2-Sue for damages

3-Sue for Specific Performance

4-injection

5-Quantum Meruit

Q. No. 2a: Discuss unlawful considerations and objects? (10)

Answer : The circumstances which would make a consideration as well as object of an agreement unlawful, are discussed as under

1. Forbidden by Law

Where the object or the consideration of an agreement is the performance of an act which is forbidden by law, the agreement is void. Acts or undertakings forbidden by law are those punishable under any statute as well as those prohibited (expressly or implicitly) by special legislation of Parliament and state legislatures.

For example, the production or sale of excisable articles are prohibited under Excise Act except upon a Government license. Sale of liquor without license are prohibited for this reason under the Excise Act and is, therefore, illegal. A contract entered into in contravention of a statutory prohibition will be null and void whether such prohibition is express or implied. To sum up, all agreements involving breach of laws enacted for the protection or promotion of public interest are void.

The following are examples of some void agreements.

Void agreements forbidden by law

Example 1: A promises B to drop a prosecution which he instituted against B for robbery, while B promises to restore the value of the things taken. The agreement is void, as its object is unlawful.

Example 2: Where a loan was granted to the guardian of a minor to arrange the minor's marriage, has been held to be contrary to the enactment (Child Marriage Restraint Act) and, therefore, void. Therefore the money advanced cannot be recovered.

2. Defeat the Purpose of Provisions of any Law

Though the object or consideration for agreement, sometimes not directly forbidden by law, they are still forbidden if it nature defeats the purpose of provision of law. Agreement with such an object or consideration is void. Where a legislative enactment provides penalty for an act or promise, the performance of such an act or promise would amount to the defeat of that enactment, as it is implicit that the statute intends to forbid that act.

3. Fraudulent

An agreement, the object of which is to defraud others is void. Where the parties agree to practice a fraud on a third person, not a party to the contract, their agreement is unlawful and void. The first two examples in Box 6.1 fall under this category.

To render an agreement unlawful and void on the basis of fraudulent object or consideration, the fraud, must, however, be established beyond reasonable doubt and cannot be based on mere suspicion and conjecture.

4. Injurious to Person or Property

Any agreement that implies or involves injury to person or others property, it is deemed unlawful and therefore void.

For example, in a person borrowed Rs.100, and in consideration, executed a bond in favour of the lender, also the plaintiff in this case. The person, in the bond, promised to work for him for two years failing which he agreed to pay a very exorbitant rate of interest and the principal amount at once. It was held that the contract was void since the promise contained in the bond was tantamount to slavery on part of the defendant, which is both injurious to a person as well as illegal.

5. Immoral

If the object or consideration of an agreement is opposed to morality, it is void. The following examples would help understand the point better.

Agreements based on immorality also void

Example 1: A, a landlord, let his house on rent to B, a commercial sex worker, knowing that it would be used for immoral trafficking. The landlord cannot recover the rent. Here, the object being immoral, the agreement to pay rent is void.

Example 2: A agrees to let her daughter to B as a concubine. The agreement is void, because it is immoral, though the letting may not be punishable under the Indian Penal Code (45 of 1860).

6. Agreements Opposed to Public Policy

The term public policy in a wider sense means restriction of freedom of persons from doing something in the larger interest or for the good of the community. In the context of the Indian Contract Act, it restricts the freedom of persons to contract in certain areas which are detrimental to public policy. An agreement is void if the law regards it as opposed to public policy.

In law, the doctrine of public policy covers many heads such as the following.

Trading with an alien enemy

Interference with administration of justice

Marriage brokerage agreements

Trafficking in public offices

Unfair or unreasonable dealings

The ordinary function of the courts is to rely on the well-settled heads of public policy and to apply them to varying situations. For example, A, the manager of a firm, agrees to pass a contract to B if the latter pays a sum of Rs 5,000 to the former privately. The agreement tends to create an interest against obligation and is void on the ground of trafficking in public offices.

b: Explain different modes of dissolution of partnership firm. (10)

Answer : A dissolution of a partnership generally occurs when one of the partners ceases to be a partner in the firm. Dissolution is distinct from the termination of a partnership and the "winding up" of partnership business. Although the term dissolution implies termination, dissolution is actually the beginning of the process that ultimately terminates a partnership. It is, in essence, a change in the relationship between the partners. Accordingly, if a partner resigns or if a partnership expels a partner, the

partnership is considered legally dissolved. Other causes of dissolution are the BANKRUPTCY or death of a partner, an agreement of all partners to dissolve, or an event that makes the partnership business illegal. For instance, if a partnership operates a gambling casino and gambling subsequently becomes illegal, the partnership will be considered legally dissolved. In addition, a partner may withdraw from the partnership and thereby cause a dissolution. If, however, the partner withdraws in violation of a partnership agreement, the partner may be liable for damages as a result of the untimely or unauthorized withdrawal.

After dissolution, the remaining partners may carry on the partnership business, but the partnership is legally a new and different partnership. A partnership agreement may provide for a partner to leave the partnership without dissolving the partnership but only if the departing partner's interests are bought by the continuing partnership. Nevertheless, unless the partnership agreement states otherwise, dissolution begins the process whereby the partnership's business will ultimately be wound up and terminated.

Q. No. 3a: Discuss the nature of surety's liability. (10)

Answer : Nature and Extent of Surety's Liability

Co-extensive: Section 128 of Indian Contract Act deals with the nature of the liability of the surety. According to this section, "the liability of surety is coextensive with that of the principal debtor, unless it is otherwise provided by the contract." The expression 'co-extensive shows the maximum extent of surety's liability. Surety is liable for the whole of the amount for which the principal debtor is liable. So, in extent, surety's liability is at par with principal debtor's liability. It is neither more nor less.

Surety's right to limit his liability: Although the liability of the surety is co-extensive with that of the principal debtor, he may limit his liability. He may expressly declare his guarantee to be limited to a fixed amount. In other words, the liability of a surety can be made less by a special contract but his liability cannot be made greater than that of the principal debtor.

Surety's liability arises immediately on default of the principal debtor: Surety's liability is secondary and not primary. The surety's liability arises immediately on default by the principal debtor. He cannot be called upon to pay unless the principal debtor has committed the default. But in case of default by the principal debtor the creditor is not required to give a notice of default to the surety. Creditor is not bound to proceed first against the principal debtor before suing the surety unless the contract so provides.

Surety's liability where the original contract between creditor and principal debtor is void or voidable: The contract between the surety and the creditor is an independent contract.

Thus, where the original contract between the creditor and the principal debtor is void the surety will be liable as if he is the principal debtor. Similarly, where the contract between the creditor and the principal debtor is voidable, the surety may not be discharged from liability.

b: Explain the circumstances under which contract of bailment is terminated. (10)

Answer : Bailment Categories, Elements, Rights And LiabilitiesTermination

The temporary placement of control over, or possession of PERSONAL PROPERTY by one person, the bailor, into the hands of another, the bailee, for a designated purpose upon which the parties have agreed.

The term bailment is derived from the French bailor, "to deliver." It is generally considered to be a contractual relationship since the bailor and bailee, either expressly or impliedly, bind themselves to act according to particular terms. The bailee receives only control or possession of the property while the bailor retains the ownership interests in it. During the specific period a bailment exists, the bailee's interest in the property is superior to that of all others, including the bailor, unless the bailee violates some term of the agreement. Once the purpose for which the property has been delivered has been accomplished, the property will be returned to the bailor or otherwise disposed of pursuant to the bailor's directions.

A bailment is not the same as a sale, which is an intentional transfer of ownership of personal property in exchange for something of value. A bailment involves only a transfer of possession or custody, not of ownership. A rental or lease of personal property might be a bailment, depending upon the agreement of the parties. A bailment is created when a parking garage attendant, the bailee, is given the keys to a motor vehicle by its owner, the bailor. The owner, in addition to renting the space, has transferred possession and control of the vehicle by relinquishing its keys to the attendant. If the keys were not made available and the vehicle was locked, the arrangement would be strictly a rental or lease, since there was no transfer of possession.

A gratuitous loan and the delivery of property for repair or safekeeping are also typical situations in which a bailment is created.

Termination

A bailment is ended when its purpose has been achieved, when the parties agree that it is terminated, or when the bailed property is destroyed. A bailment created for an indefinite period is terminable at will by either party, as long as the other party receives due notice of the intended termination. Once a bailment ends, the bailee must return the property to

the bailor or possibly be liable for conversion.

Q. No. 4a: Explain the duties and liabilities of carrier by sea.
(10)

b:Discuss about un-paid seller and also state the right of un-paid seller against the goods.
(10)

Q. No. 5a: What is the procedure of registration? And discuss an effects of non-registration of partnership firm.
(10)

b: Briefly explain the different kinds of Contracts.
(10)

Q. No. 6a: Explain unlawful considerations and objects.
(10)

b: Explain, what is agency? And also explain essentials of agency.
(10)

SECTION - B (Industrial Law)

Q. No. 7a: Discuss the reasons/causes of cancellation of registration of trade union.
(10)

Answer : Cancellation of registration.

(1) The registration and the certificate of registration of an organization shall be cancelled by the Registrar

(a) at the request of the organization upon its dissolution, after making such inquiries as the registrar considers necessary;

(b) by order of the Industrial Relations Court, if the organization is unable to continue to function as a trade union or employers' organization for any reason that cannot be

remedied.

(2) Whenever the Registrar reasonably believes that an organization is unable to continue to function as a trade union or employers' organization or has ceased to exist, he or she shall notify the organization in writing that cancellation of the registration is being considered, state the reasons and give the organization 30 days to show cause why its registration should not be cancelled.

Sect. 22. Reasons for decisions

(1) Any person who is aggrieved by a decision of the Registrar made pursuant to this Part, may within thirty days of receiving written notification of the decision, apply in writing to the Registrar for a statement of his or her reasons for the decision.

(2) The Registrar shall, within thirty days of receipt of such application, furnish the applicant with a statement of reasons.

Sect. 24. Appeals.

(1) Any person who is aggrieved by a decision of the Registrar may, within sixty days of the date of the decision, appeal against the decision to the Industrial Relations Court.

(2) ...

[Malawi, Labour Relations Act, 1996 (amended by the Employment Act, 2000)]

Sect. 95. Requirements for registration of trade unions or employers' organizations

(2) A trade union is independent if

(a) it is not under the direct or indirect control of any employer or employers' organization; and

(b) it is free of any interference or influence of any kind from any employer or employers' organization.

Sect. 105. Cancellation of registration of trade union that is no longer independent. (1) Any registered trade union may apply to the Labour Court for an order declaring that another trade union is no longer independent.

(2) If the Labour Court is satisfied that a trade union is not independent, the Court must make a declaratory order to that effect.

Sect. 106. Cancellation of registration of trade unions or employers' organizations. (1)

The registrar of the Labour Court must notify the registrar of labour relations if the Court

(a) in terms of section 103 has ordered a registered trade union or a registered employers' organization to be wound up; or

(b) in terms of section 105 has declared that a registered trade union is not independent.

(2) When the registrar receives a notice from the Labour Court in terms of subsection (1), the registrar must cancel the registration of the trade union or employers' organization by removing its name from the appropriate register.

(3) When a trade union's or employers' organization' s registration is cancelled, all the rights it enjoyed as a result of being registered will end.

Sect. 111. Appeals from registrar's decision. (1) Within 30 days of the written notice of a decision of the registrar, any person who is aggrieved by the decision may demand in writing that the registrar provide written reasons for the decision.

(2) The registrar must give the applicant written reasons for the decision within 30 days of receiving a demand in terms of subsection (1).

(3) Any person who is aggrieved by a decision of the registrar may appeal to the Labour Court against that decision, within 60 days of-

(a) the date of the registrar's decision; or

(b) if written reasons for the decision are demanded, the date of those reasons.

(4) The Labour Court, on good cause shown, may extend the period within which a person may note an appeal against a decision of the registrar.

[South Africa, Labour Relations Act, 1995 (amended by the Labour Relations Amendment Act, 2002)]

b: Explain the functions of labor appellate tribunal. (10)

Answer : **Basic Idea**

To promote industrial peace and to establish a harmonious and cordial relationship between labour and capital by means of conciliation mediation and adjudication. With this end in view different authorities have been created under the code to resolve an industrial dispute. Of these tow bodies are adjudicatory or judicial. They are the labour court and the labour appellate tribunal. The code has streamlined for some non-adjudicatory as well as adjudicatory authorities. Non-adjudicatory authorities include participation committee conciliator and arbitrator while adjudicatory authorities include

labour court and labour appellate tribunal.

Application of the labour court

An industrial dispute may be referred to the labour court in any of the following ways:

(1) If no settlement is arrived by way of conciliation and the parties agree not refer the dispute to an arbitrator and the parties have received a certificate of failure under section 210(11) the worker may go on strike or the employer may declare lock out. However the parties raising the dispute may either before or after the commencement of a strike or lock out make an application to the labour court for adjudication of the matter (section 211)

(2) Again if a strike or lock out lasts for mare than 30 days the government may prohibits such strike or lock out and in that case the government must refer the dispute to the labour court 1 (section 211,(3,4,5))

(3) Again under section 213 any collective bargaining agent or any employer or worker may apply to the labour court for the enforcement of any right guaranteed or secured to it or him by or under this code or any award settlement.

1. Md. Abdul Halim, The Bangladesh Labour Code, 2006,CCB Foundation, Ed.1, p.280

Jurisdiction of the labour court

Under section 214(10) a labour court shall have exclusive jurisdiction to

(1) Adjudicate and determine an industrial dispute which has been referred to or brought before it under this code;

(2) Enquire into and adjudicate any matter relating to the implementation or violation of a settlement which is referred to it by the government

(3) Try offences under this code

(4) Exercise and perform such other powers and functions as are or may be conferred upon or assigned to it by under this code or any other law.

Power and status of the labour court in trying offences

Section 215 and 216 of the code provides the procedure and powers of labour court which is may be of two types;

(1) Power and status in trying offences and

(2) Power and status in civil maters

(a) The labour court shall follow as nearly as possible summary procedure as prescribed under the code of criminal procedure 1898 (Act V of 1898)

(b) A labour court shall for the purpose of trying an offence under the code have the same powers as are vested in the court of a magistrate of the first class under the code of criminal procedure.

(c) The labour court shall for the purpose of inflicting punishment have the same powers as are vested in Court of Session under that code.

(d) A labour court shall while trying an offence hear the case without the members.

Labour court is a civil court

In the case of Pubali Bank V the Chairman 1st labour court 44DLR(AD)40 the question was raised whether a labour court is a civil court or not their. Lordship of

1. Md. Abdul Halim, The Bangladesh Labour Code, 2006,CCB Foundation, Ed.1, p.282

the appellate division upon consideration of relevant provision of the industrial relations ordinance 1969 held that the labour court acts as civil court for limited purpose but not a civil court at all it is only by a legal fiction or a statutory hypothesis that it is to be treated as a civil court.

Labour Appellate tribunal Constitution

(1) The labour Appellate tribunal shall consist 1 of a chairman or the government deems fit of a chairman and such number of members as determined by the government additional judge of the high court division (section 218(1))

(2) The chairman of the tribunal shall be from amongst persons who is or has been a judge or an additional judge of the Supreme Court or is or has been a district judge for at least three years.

(3) If the chairman is absent or unable to the tribunal the chairman any reasons the senior the senior member of the tribunal if any shall discharge the functions of the chairman.

(4) An appeal or any matter before the tribunal may be heard and disposed of by the tribunal sitting as a whole or by any bench thereof.

Power and function of the tribunal

(1) Subject to this code, the tribunal shall follow as nearly as possible such procedure as are prescribed under the code of civil procedure, for hearing of an appeal by

and appellate court from original decrees.

If the members of a bench are divided in their opinion as to the decision to be given on any point-

(a)The same shall be decided according to the opinion of the majority, if any

(b) If the member of the bench is equally divided, they shall state the point on which they differ and the case shall be referred by them to the chairman for hearing on such point by the chairman himself, if he is not a member of the tribunal, and such point shall be decided according to the opinion of the chairman or member or majority of the members hearing the points, as the case may be.

1. The Labour Code of Bangladesh 2006, {section 218(1)}

2. Md. Abdul Halim, The Bangladesh Labour Code, 2006, CCB Foundation, Ed.1, p.287

(2) Where a bench includes the chairman of the tribunal as one of its members and there is a difference of opinion among. The members and the members are equally divided, the Decision of the chairman shall prevail and the decision of The Bench shall be expressed in terms of the opinion of the Chairman.

(3) The judgment of the tribunal shall be delivered within a period of not more then 60 days following the filing of the appeal.

(4) The tribunal shall have authority to punish for contempt of its authority, or that of any labour court as if it's were a high court division of the Supreme Court.

(5) The tribunal may, on its own motion or on the application of any party, transfer a case from one labour court to another.

Q. No. 8a: Discuss the rules regarding working hours of child workers.
(10)

Answer : There are laws and regulations that determine how old a teenager can be to legally work. Child labor laws restrict how old children must be to work when they can work and what jobs they can do. These laws are in place to ensure that children do not do any work that's dangerous or bad for their health and to guarantee that children's focus remains on education.

These laws determine when a teenager can get a job, what kinds of jobs are allowed, and what paperwork is necessary. The federal government, as well as most state governments, have laws that define child labor. These laws vary from state to state, so, be sure to check

with your state before accepting any position.

Child Labor Law: Age Restrictions

Age plays a big role in child labor laws. While older children can work unlimited hours in jobs that are determined to be safe, younger children can only work in certain jobs and have restricted hours.

As a general rule, children must be at least fourteen years old to do any non-agricultural work. Most of these laws are enacted by a federal law called the Fair Labor Standards Act. However, note that some of the specifics of these rules can differ from state to state. Consult your state's department of labor for more information, as well as the United States Department of Labor.

Children Under 14 Years Old

Generally, children under fourteen years old cannot be employed in any non-agricultural jobs. However, there are a few jobs that children of any age are allowed to do. For example, children under 14 years can be employed as actors or performers, they can deliver newspapers, and they can babysit on a casual basis.

Children under 14 can also work in agricultural jobs or work for any business owned by their parents, as long as the job is not hazardous.

14 or 15 Years Old

Of course, 14- and 15-year-olds are allowed to work, but there are limits to the kinds of jobs they can have, and the hours they can work. During the school year, their hours are limited to three hours on a school day and 18 hours per week. On days when there's no school and in the summer, working hours can increase to 8 hours a day and 40 hours per week.

There are limits on when 14- and 15-year-olds can work, too. They can only work between 7 a.m. and 7 p.m. during the school year, and between 7 a.m. and 9 p.m. in the summer (between June 1 and Labor Day).

But 14- and 15-year-olds can only work certain kinds of jobs. For example, they can be employed in retail jobs, teaching and tutoring jobs, errand or delivery jobs, and more. They cannot do any jobs that are considered hazardous.

16 or 17 Years Old

Notably, 16- and 17-year-olds may be employed for unlimited hours in any occupation other than those declared hazardous by the federal government. The goal behind this

restriction is to make sure that children aren't placed in any danger at work.

Some occupations that are on the prohibited list are mining, excavation, and forest firefighting. There are also restrictions on the types of equipment children in this age bracket are allowed to use. For instance, in food service establishments, 16- and 17-year-olds cannot use power-driven meat processing machines (meat slicers, saws, patty forming machines, grinders, or choppers), commercial mixers, or certain power-driven bakery machines.

18 Years Old

Once a youth reaches 18 years of age, he or she is no longer subject to the federal youth employment and child labor law provisions.

In terms of labor laws, an 18-year-old is considered an adult. Therefore, he or she is free to work any hours and in any legal job.

Jobs Exempt from Child Labor Law Regulations

In general, children of any age are permitted to work for businesses entirely owned by their parents. They can work these jobs any time of day for any number of hours. However, those under age 16 cannot be employed in mining or manufacturing, and no one under 18 can be employed in any occupation the Secretary of Labor has declared to be hazardous. Also, those under 16 cannot work during school hours.

Children can also work at any time in agricultural jobs. Again, if you are under age 16, you cannot work during school hours, and you cannot work certain jobs that are deemed hazardous agricultural jobs. These jobs include handling explosives, handling certain chemicals, operating certain tractors, and more.

There are other jobs that children of any age are allowed to perform. For example, children of any age can deliver newspapers or work at home, making evergreen wreaths. They can also work as actors or performers in films, theater, radio, or television.

b) Briefly explain the methods of settlement of Industrial disputes. (10)

Answer In the interests of the industry in particular and the national economy in general, cordial relations between the employer and employees should be maintained. To ensure cordial labor management relations and to achieve industrial harmony, the following methods of settlement of industrial disputes are provided under the Act ---

1) Collective Bargaining

2) Conciliation

3) Voluntary Arbitration and ;

4) Adjudication

1) Collective Bargaining ---

Collective Bargaining or Negotiation is one of the methods for settlement of an industrial dispute. It plays significant role in promoting labour management relations and in ensuring industrial harmony. Collective Bargaining is a process/Method by which problems of wages and conditions of employment are settled amicably, peacefully and voluntarily between labour and management. In collective bargaining, the parties to the dispute I.e., the employer and the employees/workmen settel their disputes by mutual discussions and agreements without the intervention of a third party. Such settlement are called "bipartite settlement". Therefore, settlement of labour disputes by direct Negotiation or settlement through collective bargaining is always preferable as it is the best way for the betterment of labour disputes. Collective Bargaining is recognized as a right of social importance and greater emphasis is placed on it by India's five year plans. The term 'Collective Bargaining' was coined for the first time by Sidney and Webb in their famous book 'Industrial Democracy' published in 1897. It means Negotiation between an employer and group of workers to reach agreement on working conditions. N. W. Chamberlain (in his 'Source Book on Labour : 1958 p. 327) described collective bargaining as "the process whereby management and Union agree on the terms under which workers shall perform their duties". In simple word, collective bargaining means "Bargaining between an employer or group of employers and a bonafide Labour Union".

2) Conciliation ----

Conciliation is a process, by which a third party persuades the parties to the industrial dispute to come to an amicable settlement. Such third party is called 'Conciliation Officer' of Board of Conciliation. Sections 4 and 5 of the act provide for the appointment of Conciliation Officer and the constitution of the Board of Conciliation respectively.

3) Voluntarily Arbitration -----

The expression 'Arbitration' simply means "the settlement or determination of a dispute outside the court". Parties to the dispute, without going to the Court of law, may refer the dispute/Matter to a person in whom they have faith, to suggest an amicable solution. Such person, who acts as a mediator between the disputants to settle the dispute is called "Arbitrator". The decision given by the parties, which is binding on the parties is called "Award". Therefore Arbitration is a judicial process under which one or more outsiders

render a binding decision based on the merits of the dispute. Section 10-A of the industrial dispute act, 1947 confers on parties, power to enter into Arbitration agreement. The agreement must be in prescribed form and must specify the name/names of the arbitrator or arbitrators.

4) Adjudication -----

When an industrial dispute could not be settle either through bipartite negotiations or through the Conciliation machinery or through the voluntary Arbitration, the final stage resorted to, for settlement of an industrial dispute is Adjudication or compulsory Adjudication, which envisages Governmental reference to statutory bodies such as Labour Court or Industrial Tribunal or National Tribunal. Section 7, 7-A and 7-B of the Industrial disputes Act, 1947 provide for the constitution of Labour Court, Industrial Tribunal and Labour Tribunal respectively.

Q. No. 9: Write short notes of the following (20)

- Employee Liable for Compensation
- Power of Inspector
- Collective Bargaining Agent
- Kinds of Disablement

The end