IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT

THE HONOURABLE MR.JUSTICE N.NAGARESH

FRIDAY, THE 28TH DAY OF MARCH 2025 / 7TH CHAITHRA, 1947

WP(C) NO. 9196 OF 2023

PETITIONER:

FEDERAL BANK OFFICERS ASSOCIATION,
CENTRAL OFFICE, FBOA ROAD, ALUVA -683101
REPRESENTED BY ITS GENERAL SECRETARY SHIMITH P.R

BY ADVS.
P.RAMAKRISHNAN
PREETHI RAMAKRISHNAN (P-212)
C.ANIL KUMAR
ASHA K.SHENOY
PRATAP ABRAHAM VARGHESE
GOKUL KRISHNA

RESPONDENTS:

1 THE REGIONAL LABOUR COMMISSIONER (CENTRAL),
KENDRIYA SHRAM BHAVAN, OLIMUGAL,
KAKKANAD, KOCHI, PIN - 682030

2 THE FEDERAL BANK LTD,
REGISTERED OFFICE, ALUVA, ERNAKULAM DISTRICT,
KOCHI - 683101,
REPRESENTED BY ITS VICE PRESIDENT (HR).

BY ADVS.
P.R.AJITH KUMAR, CGC
SRI.BENNY P.THOMAS, SC, BPCL
D.PREM KAMATH

TOM THOMAS (KAKKUZHIYIL)
ABEL TOM BENNY
K.S.MUHAMMED SHEFIN
BHARATH NAIR
PRAISY THOMAS

THIS WRIT PETITION (CIVIL) HAVING BEEN FINALLY HEARD ON 15.11.2024, THE COURT ON 28.03.2025 DELIVERED THE FOLLOWING:

CR

N. NAGARESH, J.

W.P.(C) No.9196 of 2023

Dated this the 28th day of March, 2025

J U D G M E N T

The petitioner, a Trade Union representing the officers of the Federal Bank, is before this Court seeking to declare that the conciliation officer has no jurisdiction under Section 22 of the Industrial Disputes Act, 1947 in respect of disputes which arise between the officers and the 2nd respondent-Bank. The petitioner also seeks to declare that no industrial dispute exists or is pending before the 1st respondent-Regional Labour Commissioner (Central) based

on the charter of demands submitted by the petitioner to the 2nd respondent-Bank, empowering him to issue notice of conciliation.

2. The petitioner states that salary of the officers of the Bank is determined through negotiated settlements entered into between the Indian Banks Association representing the employers and the All India Bank Officers Confederation to which the petitioner-Association is affiliated. Other terms and conditions of service of officers of the Bank are governed by the Federal Bank Limited (Officers Service) Rules. The settlements arrived at between the IBA and the Confederation are not settlements under the provisions of the Industrial Disputes Act.

3. According to the petitioner, the right of the officers to go on strike to compel the 2nd respondent to pursue their demands is recognised by the service rules applicable to the Bank officers. However, the petitioner received Ext.P2 letter dated 24.01.2023 from the 1st respondent-Conciliation

Officer proposing to hold joint discussion in respect of an alleged industrial dispute raised by the petitioner. The joint discussion was scheduled to be held on 27.01.2023.

4. It was alleged that an industrial dispute was raised by the 2nd respondent-Bank in the Samadhan Portal of Government of India which is registered as ID No.3002450 dated 23.01.2023. The petitioner thereupon submitted a reply stating that the Association represents the officers category of employees who are not workmen as defined under Section 2(s) of the Industrial Disputes Act and hence the 1st respondent does not have jurisdiction to initiate conciliation proceedings under the Industrial Disputes Act, 1947.

5. The petitioner informed the 1st respondent that the United Forum of Bank Unions has proposed a strike on 30.01.2023 and 31.01.2023. The 2nd respondent approached this Court filing W.P.(C) No.2979/2023 seeking to restrain the petitioner from resorting to strike on 30.01.2023 and 31.01.2023. This Court passed Ext.P4 interim order dated

27.01.2023 as prayed for by the 2nd respondent. The petitioner states that the 2nd respondent did not show any interest in discussing and finding solutions to the issues raised by the petitioner-Association. Now, the 1st respondent has issued Ext.P7 notice dated 08.06.2023 requiring the petitioner to attend a conciliation meeting proposed to be held on 26.06.2023.

6. The petitioner states that all the members of the petitioner-Association fall under the non-workmen category and do not answer the definition of “workman” as defined under the Industrial Disputes Act. The provisions of the Act are not applicable to the employees in the non-workmen category. The members of the petitioner-Association are not workmen. The 1st respondent has no jurisdiction to initiate conciliation proceedings. The petitioner therefore seeks to set aside Exts.P2 and P7 notices.

7. The 1st respondent-Regional Labour Commissioner (Central) filed counter affidavit. The 1st

respondent submitted that when the 2nd respondent filed a complaint through “Samadhan” Portal, the 1st respondent issued notice for conciliation. The only motive of the 1st respondent in issuing notice was to maintain peace in Public Utility Service like Federal Bank. The 1st respondent has acted well within the jurisdiction and parameters of the Industrial Disputes Act, 1947.

8. The 2nd respondent-Bank resisted the writ petition filing counter affidavit. The 2nd respondent stated that on an earlier occasion, the petitioner conducted lightning/illegal strike on 31.05.2017 without any notice. The 2nd respondent filed W.P.(C) No.19137/2017. In the said writ petition, the petitioner-Association undertook that in the event of their calling for strike, the same will be done only in strict compliance with the provisions of the Industrial Disputes Act, 1947. Taking note of the said submission, the writ petition was closed as per Ext.R2(b). This Court, in Ext.R2(b), made it clear that in the event of the 2nd respondent calling for a fresh

strike, it will be done only in strict compliance of the provisions of the Industrial Disputes Act.

9. The 2nd respondent submitted that the contention of the petitioner that Section 22 of the Industrial Disputes Act will not apply to the petitioner-Association is not legally correct. Section 22 explicitly prohibits any person employed in a Public Utility Service from proceeding on strike without fulfilling the requirement outlined in Clause (a) to (d) of sub-section (1) of Section 22. The 2nd respondent-Bank is a public utility service. The petitioner used to give notice of strike under Section 22(1) of the Industrial Disputes Act, 1947 to the 1st respondent-Regional Labour Commissioner or other Conciliation Officers, as evidenced by Exts.R2(f) and R2(g). The petitioner has acceded to the jurisdiction of the 1st respondent. The petitioner is bound by inter-parte orders passed by this Court. The writ petition is therefore without any merit and therefore it is liable to be dismissed.

10. Sri. P. Chitambaram, Senior Counsel, assisted by the counsel for the petitioner, submitted that in the judgment in ***Workmen of Dimakuchi Tea Estate v. Management of Dimakuchi Tea Estate*** *[1958 (1) LLJ 500 SC]*, the Apex Court has held that the Industrial Disputes Act, 1947 is primarily meant for regulating the relations of employers and workmen – past, present and future. It draws a distinction between "workmen" as such and the managerial or supervisory staff and confers benefits on the workmen only. The Apex Court, after referring to the words "any person" occurring in Section 2(k) held that having regard to the scheme and objects of the Act and its other provisions, the expression "any person" in Section 2(k) of the Act must be read subject to such limitations and qualifications as arise from the context.

11. The Senior Counsel submitted that a dispute which can be conciliated under the Industrial Disputes Act must be a real dispute between the parties to the dispute as indicated in Section 2(k) so as to be capable of settlement or

adjudication. The Senior Counsel pointed out that the contention that “any person” employed in Section 2(k) and Section 18 covers non-workmen, was not accepted by the Hon’ble Apex Court in ***Workmen of Dimakuchi Tea Estate*** (supra). In ***Mukand Limited v. Mukand Staff and Officers' Association*** *[2004 (2) KLT 1]*, the Hon’ble Apex Court has held that an Industrial Tribunal cannot adjudicate issues of salaries of employees, who are not workmen under the Act, 1947.

12. Apprehension of industrial disputes is a pre-condition to the exercise of power by a Conciliation Officer. Rule 71(1) of the Industrial Disputes (Central) Rules makes it clear that a notice must be given by workmen. A conciliation must lead to a settlement under Section 12(3) or under Section 18(1). Else the Conciliation Officer must report a failure under Section 12(4), in which case the dispute may be referred for adjudication. In the case of non-workmen, there cannot be a settlement or a reference to adjudication under the Act, 1947.

Hence, conciliation proceeding will be futile and a Conciliation Officer under the Industrial Disputes Act would have no jurisdiction to initiate a futile proceeding in respect of non-workmen.

13. Standing Counsel for the 2nd respondent-Bank submitted that banking industry is a Public Utility Service as defined under Section 2(n) of the Industrial Disputes Act. Taking into account the public interest, the State intended to have hassle fee operations in Public Utility Services without any kind of disruptions caused by strikes or lock-outs or any industrial unrest. A strike conducted by the petitioner without adhering to the mandatory statutory provisions under Section 22(1) can severely impact the public and the customers of the Bank. Therefore, the 1st respondent seized the matter in conciliation.

14. The counsel for the 2nd respondent submitted that the Conciliation Officer is well within his jurisdiction under Section 22 of the Industrial Disputes Act to issue notice of

conciliation on the issue of strike. Section 22(1) mandates that no person employed in a Public Utility Service shall go on strike in violation of the statutory provisions. The word used in Section 22(1) is “no person” and obviously the legislature intended that officers or workmen should not go on strike in a Public Utility Service adversely impacting the public. The definition of “strike” under Section 2(q) also uses the phrase “person”. This is to be contrasted with Section 23 relating to general prohibition of strikes and lock-outs in other industrial establishments where the phrase “workman” is used. Therefore, the intention of the legislature is that no person including officers shall go on strike in a Public Utility Service.

15. The judgment in ***Workmen of Dimakuchi Tea Estate*** (supra) is not applicable to the instant case, urged the counsel for the 2nd respondent. The issue agitated in the said case was whether Assistant Medical Officers falls within the definition of “workman” under Section 2(s) of the Industrial Disputes Act. In the dissenting portion of the judgment in

Workmen of Dimakuchi Tea Estate (supra), it was held that no person employed in a Public Utility Service shall go on strike except on certain conditions and there is nothing in the Act to show that the word “person” in Section 22(1) means only a workman.

16. The counsel for the 2nd respondent stated that even going by the Act, the officers / managerial employees are not excluded. They are excluded only from the definition of “workman”. The Industrial Disputes Act nowhere states that the statute is not applicable to managerial employees.

17. It is argued that even under Section 62(1) of the proposed Industrial Relations Code, it has been provided that no person employed in an industrial establishment shall go on strike in breach of contract. It reflects the legislature's intention in using the word “person”.

18. The 2nd respondent submitted that right to strike is not a fundamental right. The Hon’ble Apex Court has held that there is no fundamental, statutory or equitable/moral

right exists with the Government employees to go on strike. It has been so held in ***T.K. Rangarajan v. Government of Tamil Nadu and others*** *[AIR 2003 SC 3032].* In the judgment in ***All India Bank Employees Association v. National Industrial Tribunal and others*** *[1961 (2) LLJ 385 SC]*, the Hon'ble Apex Court has held that even very liberal interpretation of Article 19(1)(c) of the Constitution cannot lead to the conclusion that Trade Unions have a guaranteed right to strike, either as part of collective bargaining or otherwise. As regards Clause 5.14.1 of the Service Rules of the Bank, the counsel submitted that the Service Rules cannot recognise strike which is illegal under the law of the land.

19. The counsel for the 2nd respondent pointed out that the petitioner has not challenged validity of Section 22(1) of the Act, thereby accepting that the Section is constitutional and valid. Section 22 clearly begins with the words "no person shall go on strike". It is therefore very clear that the legislature never wanted any person to go on strike in

a Public Utility Service.

20. I have heard the learned Senior Counsel assisted by the counsel for the petitioner, the learned Central Government Counsel appearing for the 1st respondent and the learned Standing Counsel appearing for the 2nd respondent.

21. The petitioner which is an Association of officers of the 2nd respondent-Federal Bank Limited is challenging Exts.P2 and P7 notices issued by the 1st respondent-Regional Labour Commissioner (Central) calling the petitioner to participate in conciliation proceedings contemplated under the Industrial Disputes Act. Ext.P2 notice refers to ID No.300024050 dated 23.01.2023 registered by the Management in Samadhan Portal of Government of India and states that unless the petitioner attends the joint discussion either in person or through a duly authorised representative, the dispute shall be proceeded with *ex-parte.* Ext.P2 notice also invites the attention of the petitioner to the obligations imposed under Section 22(1), Section 22(2) and Section 33 of

the Industrial Disputes Act, 1947. The 1st respondent has therefore invoked his powers under the Industrial Disputes Act, 1947. The question is whether the 1st respondent can exercise its powers in relation to any dispute relating to officers of the Bank, who are not workmen.

22. Section 2(k) of the Act, 1947 defines the term “industrial dispute” to mean any dispute or difference between employers and employers, or between employers and workmen, or between workmen and workmen, which is connected with the employment or non-employment or terms of employment or with the conditions of labour of any person. Section 2(s) defines the term “workman”. “Workman” means any person “including an apprentice employed in any industry to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for higher or reward, whether the terms of employment be express or implied”.

23. There is no dispute over the fact that the members of the petitioner-Association are officers of the Bank

and would not fall within the definition of either “employer” or “workman” under the Industrial Disputes Act.

24. Section 12 lays down duties of Conciliation Officers. Section 12(1) states that where any industrial dispute exists or is apprehended, the Conciliation Officer may, or where the dispute relates to a Public Utility Service and a notice under Section 22 has been given, shall, hold conciliation proceedings in the prescribed manner. Sub-section (3) of Section 12 states that if a settlement of the dispute or of any of the matters in disputes is arrived at in the course of conciliation proceedings, the Conciliation Officer shall send a report thereof to the appropriate Government together with a Memorandum of Settlement signed by the parties to the dispute. If no such settlement is arrived at, the Conciliation Officer shall close the investigation and send to the appropriate Government a full report setting forth steps taken by him for ascertaining the facts and circumstances relating to the dispute and for bringing about a settlement thereof,

together with a full statement of such facts and circumstances, and the reasons on account of which, in his opinion, settlement could not be arrived at.

25. To discharge the duties or invoke the powers of conciliation by a Conciliation Officer, there must therefore be an industrial dispute existing or apprehended. As per Section 2(k), 'industrial dispute' means any dispute or difference between employers and employers, or between employers and workmen, or between workmen and workmen. A dispute, if any, existing in the case of the petitioner herein is not between employer and employer, employer and workmen or workmen and workmen, because the petitioner is an Association of Officers and they are neither employer nor raising any issues of workmen.

26. Section 22 of Chapter V of the Industrial Disputes Act, 1947 relating to strikes and lock-outs reads as follows:

22. Prohibition of strikes and lock-outs -

(1) No person employed in a public utility service shall go on strike in breach of contract-

(a) without giving to the employer notice of strike, as hereinafter provided, 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.

(2) No employer carrying on any public utility service shall lock-out any of his workmen-

(a) without giving them notice of lock-out as hereinafter provided, within six weeks before locking-out; or

(b) within fourteen days of giving such notice; or

(c) before the expiry of the date of lock-out 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.

(3) The notice of lock-out or strike under this section shall not be necessary where there is already in existence a strike or, as the case may be, lock-out in the public utility service, but the employer shall send intimation of such lock-out or strike on the day on which it is declared, to such authority as may be specified by the appropriate Government either generally or for a particular area or for a particular class of public utility services.

> (4) The notice of strike referred to in sub-section (1) shall be given by such number of persons to such person or persons and in such manner as may be prescribed.
>
> (5) The notice of lock-out referred to in sub-section (2) shall be given in such manner as may be prescribed.
>
> (6) If on any day an employer receives from any person employed by him any such notices as are referred to in sub-section (1) or gives to any persons employed by him any such notices as are referred to in sub-section (2), he shall within five days thereof report to the appropriate Government or to such authority as that Government may prescribe, the number of such notices received or given on that day.

Section 22(1)(d) contemplates conciliation proceedings by a Conciliation Officer. The Section begins with the words “No person”. The contention of the 2nd respondent is that since the word “workmen” is not used and the word used is “No person”, a Conciliation Officer gets right to initiate conciliation proceedings in order to avert strikes and lock-outs in Public Utility Services.

27. Sub-section (2) of Section 22 provides that no employer carrying on any public utility service shall lock-out any of his workmen without giving them notice of lock-out. As a notice is envisaged to be issued only to “workmen”, it has to

be concluded that the prohibition of strikes and lock-outs as contemplated in Chapter V of the Industrial Disputes Act relates only to strikes and lock-outs by the workmen or employers. Section 23 of Chapter V of the Industrial Disputes Act also provides for general prohibition of strikes and lock-outs only in so far as it relates to workmen.

28. It will be profitable to look at the Industrial Disputes (Central) Rules, 1957 to understand the scope of Section 22 of the Act. Rule 9 of the Industrial Disputes (Central) Rules, 1957 lays down the procedure for conciliation proceedings in Public Utility Services. Rule 9 reads as follows:

> **9. Conciliation proceedings in public utility service—**
>
> (1) The Conciliation Officer, on receipt of a notice of a strike or lock-out given under rule 71 or rule 72, shall forthwith arrange to interview both the employer and the workmen concerned with the dispute at such places and at such times as he may deem fit and shall endeavour to bring about a settlement of the dispute in question.
>
> (2) Where the Conciliation Officer receives no notice of a strike or lock-out under rule 71 or rule 72 but he considers it necessary to intervene

> in the dispute he may give formal intimation in writing to the parties concerned declaring his intention to commence conciliation proceedings with effect from such date as he may be inserted therein.

It is evident from Rule 9(1) that the conciliation proceedings contemplated under the Rules are for conciliation of disputes between employer and workmen. Rule 71 of the Central Rules, 1957 also envisages a notice of strike to be given by the workmen in Public Utility Services. The Form L prescribed under the Rules also contemplates only notice of strike to be given by Union/Workmen in Public Utility Service.

29. In ***Workmen of Dimakuchi Tea Estate*** (supra), the Hon'ble Apex Court considered the impact of the words "any person" appearing in the Industrial Disputes Act and held that the words should be considered in the context in which the words are used. The Hon'ble Apex Court held that the position with regard to Section 33A in which the word "employee" has to be read as meaning a workman.

30. In ***Mukand Limited*** (supra), the question raised was that the words “any person” in Section 2(k) and Section 18 of the Act whether includes a non-workman who was a workman but retired, resigned or otherwise left the services of the employer during the pendency of the dispute under reference. The Apex Court held that disputes under the Act can be raised only by the workmen with the employer. The workmen, however, can espouse the cause of non-workmen if their community of interest between the workmen and the non-workmen. If the non-workmen are given the status and protection available to the workmen, it would mean that the entire machinery and procedure of the Act would apply to the non-workmen with regard to their employment / non-employment, the terms of employment, the conditions of labour, etc. which would cast on the employer the onerous burden of compliance with the provisions of the Act in respect of the non-workmen. The Hon’ble Apex Court held that such a situation is not envisaged by the Act which is solely designed

to protect the interests of the workmen as defined under Section 2(s) of the Act.

31. In the judgment in ***Narendra Kumar Sen and others v. All India Industrial Disputes (Labour Appellate) Tribunal and others*** *[AIR 1953 Bombay 325]*, the Hon'ble Mr. Justice Chagla, CJ (as he then was) held that a dispute contemplated by Section 2(k) is a controversy in which the workman is directly and substantially interested. It must also be a grievance felt by the workman which the employer is in a position to remedy. Both these conditions must be present. It is primarily in their own terms of employment and their own conditions of labour that the workmen are interested and it is only with regard to these that they are entitled to agitate by raising an industrial dispute. The Hon'ble Bombay High Court held that the words “any person” cannot be construed wrenched from its own contexts or divorced from its own contexts. It must be read in the light of the whole definition of “industrial dispute” given in Section 2(k).

32. It may be noted that even if conciliation proceedings are initiated when a strike is contemplated in a Public Utility Service, unless the strike is by workmen, a Conciliation Officer is not empowered to record a settlement. The Conciliation Officer is not empowered to send a failure report unless the dispute is between employer and employer, employer and workmen or workmen and workmen. A dispute involving the petitioner who is an Association of Officers, will not fall under any of the aforesaid categories.

33. As rightly pointed out by the Senior Counsel representing the petitioner, if the Conciliation Officer cannot record a settlement of dispute under Section 12(3) and if he cannot send a failure report under Section 12(4), since the party involved is an officers association, then there is no meaning in holding conciliation proceedings.

34. Section 4 of the Industrial Disputes Act, 1947 provides for appointment of Conciliation Officers by the appropriate Government. Section 4 also would show that

appointment of Conciliation Officers by appropriate Government is for the purpose of promoting settlement of “industrial disputes”. Therefore, a Conciliation Officer under Act, 1947 can act only when an industrial dispute as defined under Section 2(k), is subsisting or apprehended.

35. The contention of the 2nd respondent that the petitioner was earlier party to writ petitions in respect of similar matters and has conceded that they will not resort to strive without complying with the provisions of the Industrial Disputes Act cannot be accepted, as the Hon’ble Apex Court has held in the judgment in ***Workmen of M/s. Hindustan Lever Limited and others v. Management of M/s. Hindustan Lever Limited*** *[(1984) 1 SCC 728]* that there is no estoppel against a statute even in industrial jurisprudence even when there are binding agreements between the parties.

36. Since the dispute between the petitioner-Association and the 2nd respondent-Bank does not constitute an industrial dispute as defined under Section 2(k) of the

Industrial Disputes Act, 1947, Ext.P2 and P7 notices are ultravires the powers of the 1st respondent. Exts.P2 and P7 notices are therefore quashed. It is declared that the 1st respondent has no jurisdiction under Section 22 to conciliate over the disputes which arise between the petitioner and the 2nd respondent.

The writ petition is allowed as above.

Sd/-

N. NAGARESH, JUDGE

aks/22.03.2025

APPENDIX OF WP(C) 9196/2023

PETITIONER'S EXHIBITS

Exhibit P-1	**TRUE COPY OF THE BYE-LAWS OF THE PETITIONER ASSOCIATION**
Exhibit P-2	**TRUE COPY OF NOTICE DATED 24.01.2023 RECEIVED BY THE PETITIONER FROM THE 1ST RESPONDENT**
Exhibit P-3	**TRUE COPY OF REPLY DATED 25/01/2023 SUBMITTED BY THE PETITIONER BEFORE THE 1ST RESPONDENT**
Exhibit P-4	**TRUE COPY OF INTERIM ORDER DATED 27.01.2023 IN WP (C) NO. 2979/2023**
Exhibit P-5	**TRUE COPY OF COUNTER AFFIDAVIT DATED 16/2/2013 FILED BY THE PETITIONER IN WP (C) NO. 2979/2023**
Exhibit P-6	**TRUE COPY OF NOTICE DATED 29.05.2023 ISSUED BY THE PETITIONER WITH ANNEXURE**
Exhibit P-7	**TRUE COPY OF NOTICE OF CONCILIATION DATED 08.06.2023 ISSUED BY THE 1ST RESPONDENT**

RESPONDENT'S EXHIBITS

EXHIBIT R2(a)	**TRUE COPY OF THE NOTIFICATION DATED 05.06.2023 ISSUED BY THE MINISTRY OF LABOUR AND EMPLOYMENT**
EXHIBIT R2(b)	**TRUE COPY OF THE JUDGMENT DATED 13/07/2017 IN WP(C) 19137 OF 2017 OF THIS HONOURABLE COURT**
EXHIBIT R2(c)	**TRUE COPY OF THE STRIKE NOTICE DATED 25.07.2022 ISSUED BY THE PETITIONER.**

EXHIBIT R2(d)	**TRUE COPY OF THE INTERIM ORDER DATED 08.08.2022 in W.P.(C) No. 25547/2022 OF THIS HONOURABLE COURT**
EXHIBIT R2(e)	**TRUE COPY OF THE INTERIM ORDER DATED 11.08.2022 I.A. NO. 1 OF 2022 IN W.P. (C) NO. 25547/2022 OF THIS HONOURABLE COURT.**
EXHIBIT R2(f)	**TRUE COPY OF THE STRIKE NOTICE DATED 13.01.2017 ISSUED BY THE PETITIONER.**
EXHIBIT R2(g)	**TRUE COPY OF THE STRIKE NOTICE DATED 15.12.2017 ISSUED BY THE PETITIONER**
EXHIBIT R1(a)	**True copy of the Letter No.FBOA/F20/16/2015-17 Issued by the petitioner to the second respondent dated 14.06.2016 marking a copy to the 1ST Respondent**
EXHIBIT R1(b)	**True copy of the proceedings of the meeting held on 05.07.2016**