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Settlement of industrial dispute under IR code

Vivek Rathod, Omkar Yenprediwar, Angad Chatha, Gaurav Kumar
College of Legal Studies, Energy Acres, University of Petroleum and Energy Studies, Bidholi, Prem Nagar, Dehradun, Uttarakhand, India

Abstract
Disputes are always a problem in any industry. Conflict arises for a number of reasons, most often the relationship between employees and their pay. It is a conflict of interest between the two parties to create a conflict. The parties involved in the industrial dispute are the employer and the employee. An employee is entitled to a remuneration based on the work he delivers. It is the employer's job to provide his or her employees with the right amount of salary and other conditions necessary to earn a living. The founder of the Australian arbitration and conciliation Program, Mr Justice Higgins had made it clear that the conflict between payers and beneficiaries would continue with their daily lives. It is therefore always necessary to resolve disputes between the two parties under the Industrial Dispute Act, 1947 in order to prevent the industry from experiencing loss or suffering.
All disputes from the industry cannot be resolved in the same way and therefore comes the idea of how to resolve disputes Under the Industrial Disputes Act, 1947. Some of the most widely used methods are adjudication, conciliation, legal court investigations etc. These methods help to resolve disputes by investigating the matter and successfully conducting the process, using existing methods.

Keywords: workers, industry, resolution, grievances industrial dispute, IR code, Australian arbitration, employee resolution

Introduction
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It should be borne in mind that an industrial dispute is different from any other type of dispute in the sense that it is more than just compensating for the losses incurred. But it is a never-ending war against the oppression of those who are hired to provide welfare among other parts of society and who may not be given the same benefits because of the law that has the authority on the part of the employer. It is good that conflict resolution mechanisms can only provide temporary relief, these residential systems, if used properly, can also provide long-term services as well. What is needed is the proper use of available dispute resolution mechanisms [1].
Traditionally, workers have been subjected to a low level of social responsibility by the employer introducing a dominating self-being in the position of authority. This inequality that has been in the background of the industry for a long time now requires the resolution of the employer and employee side to have an equal opportunity to present their demands.
This article talks about the mechanism of dispute settlement under the Dispute resolution act 1947, methods such as Conciliation, Mediation, voluntary arbitration and adjudication have been discussed as the means of resolution process important Judgement s such as Hindustan Lever Ltd v. Hindustan Lever, Shambhu Nath Goel v Bank of Baroda have been used to provide a better understanding of the topic.
The purpose of this article is to summarize some of the key characteristics and major changes brought about by the Industrial Relations Code 2020. It subsumes three major Central laws that relate to industrial dispute settlement and collective bargaining arrangements. This article will also focus on the advantages and disadvantages brought forward by the introduction of IR code 2020. Features of the Industrial Relations Code and Grievance Redressal Mechanisms under the Code have been discussed

Materials and Methods
The doctrinal method is followed during the course with reference to different websites and books.

Industrial Dispute Act, 1947
The Industrial Dispute Act, 1947 came into effect in April 1947. It was set up to make conditions for the investigation and resolution of industrial disputes and to ensure fair wages and other protections for workers [1].
According to section 2(k) of this act, industrial disputes mean any dispute or difference between employers and employee or between workman and employer or between workman and workmen, which is connected with the employment or non-employment or with the condition of labour, or of any person.
Under section 2(j) of the act defines industry it means any business, trade undertaking manufacture or calling of employers and includes any calling service, employment, handicraft or industrial occupation or avocation of the worker from the above definition, the industry appears to mean.

- A business, such as a merchant designing.
- A trade, such as a cutler

- A manufacturer, such as flour milling
- An undertaking such as an electricity company.
- A calling such as an architect.
- A service such as a transporter or
- Employment, which is a general term covering perhaps the rest of the vocations.

Under section 2(s) of the act defines workman and section 2 (Q) of the act defines strike.

The Industrial Dispute Act, 1947 is a law established to ensure fair and equitable relations between employer and employee [2]. This action aims to resolve disputes arising out of negotiations. In doing so it promotes industrial harmony and peace. The Industrial Dispute Act, 1947 regulates labour law in India similarly with regard to unions. Section 2 (k) of the Act, 1947 sets out the definition of an industrial dispute. Parties that may be involved in industrial disputes include employers and employees, two employees, an employer and employees. This provision sets out the reasons that need to be followed in order to resolve a dispute such as an industrial dispute. The reason is given below:

Just differences of opinion will not create an industrial debate instead of an argument.

The first date of the dispute must be provided in writing by the union otherwise the same reference will be invalid. It was because of the Union of Journalists v. The Hindu where the court found that in order for a dispute to be claimed under an industrial dispute, the same must be existing or apprehending on the date that has been referred. So, what the court said in this regard is that if the needs of the workers are not brought before the supervisors they work under, and the same demands were raised during the process, the dispute will still be considered an industrial dispute and continue with the settlement process. A similar view has been made by the court in the case of Shambhu Nath Goel v Bank of Baroda again.

The dispute should be in such a way that it affects the welfare of the majority of the workforce and not just one person working. The issue that has arisen should be in relation to each employee or person working in or with a personal interest [4].

To maintain a cordial relation between the employer and the employee, the Act lays down settlement mechanisms as well that can be of some help. The authorities on whom the Act confers authority to carry out settlement and investigation purposes for an industrial dispute are mentioned below:

- Conciliation officer under Section 4 of the Act,1947
- Works committee under Section 3 of the Act,1947
- Labour court under Section 7 of the Act,1947
- Boards of conciliation under Section 5 of the Act, 1947
- Labour Tribunal under Section 7A of the Act, 1947
- National tribunal under Section 7B of the Act, 1947

In the case of State of Bihar v. D.N.Ganguli, the Supreme Court concluded that if a conflict that has already been settled amicably by the parties have been produced before the court with a hypothesis that the same will be considered by the court, then it would be very thoughtless to do so. As soon as the material is located before the court, the premium as consideration for the dispute will be presented by the tribunal itself. besides the Act under Section 10 provisions that if there appears any manufacturing argument, that might be covered by the suitable government for adjudication to the Conciliation Board, Court of inquiry, labour court, public tribunal, or industrial court[2]. The different types of conflicts that come under the ambit of an automated dispute are:

Personal disputes, under which the disputes of the terminus, demobilization, promotion of workmen, security stratagems possible to the workers, severance benefits come in. Fireworks coming under unusual disputes are either legal or rights arguments by nature. In the case of Central Provinces Transport Services Ltd., v. R.G. Patwardhan the court opinionated that if a disagreement arises between an employer and a worker, then that container is termed as an industrial dispute unless the argument is taken up by the trade association or a collective group of workmen claiming that a legal dispute has taken place. Therefore, in this case, the Supreme Court continued its support towards the trade union so that an original dispute can be employed as an industrial dispute and settlement can be done [3].

Collective disputes are those disputes which involve a group of workmen whose rights and interests have been contravened by the employer. This dispute is referred to as the most important industrial dispute which if not resolved leads to a stoppage of work by the workers that can be detrimental for the industry as a whole. Disputes of rights and interest is another kind of industrial dispute. Disputes of rights are also referred to as legal disputes that deal with the rights of the workmen that are already existing. When there is a violation of the legal rights of the workers, disputes arise regarding the same.

The Act does not provide any provision for settling disputes by means of bilateral negotiations. If the parties fail to negotiate mutually between themselves then the only way of resolving an industrial dispute is by adjudication on the reference of the appropriate government. Therefore, the role of voluntary arbitration is necessary on the basic grounds for the parties involved in the dispute to resolve the same easily. If the same is not done, then there are also other ways of resolving the disputes. The best way of resolving disputes is by means of collective bargaining which symbolizes plurality of workmen working in the industry. If collective bargaining fails, then other mechanisms of settlement involve conciliation, arbitration, and voluntary arbitration. These methods are considered to be the appropriate alternatives for collective bargaining.

Mechanism of Settlement disputes under the Industrial Dispute Act

Certain machinery is existing under the methods of settling industrial disputes which helps in regulating the settlement and handling of the dispute in a just and fair manner for the parties involved in the dispute and thereby ensure or guarantee a normalized situation under which the employer and the employee can exist and work in a friendly manner which is required for the growth of the industry. The common mechanisms for settlement of disputes under the Industrial Dispute Act, 1947 have been explained in detail below.

Conciliation and Mediation

One of the most familiar ways to carry out the settlement of disputes under the Industrial Dispute Act, 1947 is conciliation which is also well-known by the name of mediation. It is not only restricted to India, but this method of dispute settlement is used all across the world [3]. Conciliation is the procedure in which there is an

involvement of a third party who provides assistance to the parties in dispute to carry out negotiation between them. The two types of machinery that are available for executing the conciliation functions are:

By the conciliation officers who work in the department of labor, the Conciliation Board is a body of several members consisting of a chairman, two to four members as the representatives of the employers and the employees. These members are to be appointed by the government on the party's recommendation.

Section 4 of the Industrial Dispute Act, 1947 lays down the function of a conciliation officer which is to create a kindred atmosphere within the industry which will help the parties to settle the disputes between them. This is a function with an administrative nature and not a judicial one.

A conciliation officer is required to hold proceedings, carry out investigations regarding the dispute in a fair manner to help the parties arrive at a settlement. They are appointed to regulate settlement disputes for a specified area either for a temporary time period or permanently. While Section 11 of the Industrial Dispute Act, 1947 lays down the powers vested upon a conciliation officer, Sections 12 and 13 are meant for dealing with the duties of the conciliation officer.

After the government agrees that there is a failure in the report, to his satisfaction he can send the matter to the Board of Conciliation or any other adjudicating body to look after the same. If such a step is not preferred, then the government directly communicates the matter to the parties involved in the dispute. The usage of conciliation as a settlement dispute mechanism is indeed effective as has been revealed by the statistical study [4]. The parties while being a part of the conciliation proceeding do not reveal the entire dispute matter with the thought that if the proceedings are not effective enough to settle the dispute, then the same can be tried by other legal remedies that are available also. It is when the conciliation officers are not able to handle the disputed matter, the matter gets passed on to the tribunals. This is also cited as a reason for the failure of conciliation.

Quite possibly the most natural approach to complete the settlement of questions under the Industrial Dispute Act, 1947 is pacification which is likewise notable by the name of intercession. It isn't simply limited to India yet this strategy for debate settlement is utilized the whole way across the world. Mollification is the methodology where there is an inclusion of an outsider who gives help to the gatherings in the debate to do an exchange between them. The Conciliation Board is a body of a few individuals comprising an administrator, two to four individuals as the agents of the businesses, and the representatives. These individuals are to be delegated by the public authority on the gathering's suggestion. Section 4 of the Industrial Dispute Act, 1947 sets out the capacity of a placation official which is to make a fellow air inside the business which will assist the gatherings with settling the debates between them. This is a capacity with a regulatory nature and not a legal one.

A placation official is needed to hold procedures, do examinations with respect to the contest in a reasonable way to assist the gatherings with showing up a settlement. They are selected to control settlement debates for a predetermined territory either for a brief timeframe or forever. While Section 11 of the Industrial Dispute Act, 1947 sets out the forces vested upon a mollification official, Sections 12 and 13 are intended for managing the obligations of the appeasement official.

After the public authority concurs that there is a disappointment in the report, agreeable to him he can send the make a difference to the Board of Conciliation or some other settling body to take care of the equivalent. On the off chance that such a stage isn't liked, the public authority straightforwardly conveys the difference to the gatherings associated with the debate. The utilization of assuagement as a settlement contest system is to be sure viable as has been uncovered by the factual investigation. The gatherings while being a piece of the pacification continuing don't uncover the whole question matter with the possibility that on the off chance that the procedures are not powerful enough to settle the debate, the equivalent can be attempted by other lawful cures that are accessible too[2]. It is the point at which the mollification officials can't deal with the contested matter, the matter gets given to the courts. This is additionally referred to as a purpose behind the disappointment of assuagement.

Voluntary arbitration

It is preferred to refer them individually to a better understanding before grappling with the notion of mutual arbitration as a whole. Arbitration means a process involving a third party in the form of a single arbitrator or a board of arbitrators entrusted with the responsibility to settle a dispute between the parties. Voluntary stands for self-willingness and consensus. Therefore, mutual arbitration implies that the parties to the conflict freely agree, without any external coercion, to the decision made by the arbitrator or the arbitrator's board.

Section 10A of the Industrial Dispute Act, 1947 provides the provision for voluntary arbitration which in a real-world is completely carried out by adjudication. Arbitration and adjudication have a very thin line of difference between them. While in the former the judge is decided by the parties involved in the dispute, whereas in the latter the judge is appointed by the State. The origins of voluntary mediation in India go back to the issue of plague bonuses at Ahmedabad Textile Mills under the leadership of the nation’s father, Mahatma Gandhi. To make voluntary mediation compulsory, the Trade Unions and Industry Bill (Amendment) Bill of 1988 was introduced to restrict legal strikes by workers. According to the bill, legal strikes can only be made by parties after either of these parties has refused to grant a court order granted to the parties to resolve the dispute. Although many efforts have been made by the Indian government, voluntary mediation remains in the shadows as statistics show.

There was a case of Gujarat Steel Tubes Ltd. v. Gujarat Steel Tubes Mazdoor Sabha, the high court has introduced a legal rule authorized by a mediator in the labor court for the release of workers as a form of punishment. This gives the arbitrator the power to appeal cases where the arbitrator may challenge the employer's decision in respect of his employees. This separate power is vested in the Supreme Court of India by the arbitrator.

Adjudication

It is not that arbitration replaces complete reconciliation but the issue is when conciliation fails to resolve the dispute between the parties to the industry, arbitration governs the performance of the assigned work. It is just another legal remedy that can be used if necessary. The ultimate solution to the industrial conflict is judgment. Adjudication can also

be termed as a compulsory settlement of industrial disputes referred to by labour courts, industrial courts, and national courts as provided by the Industrial Dispute Act, 1947.

The words of judgment and mediation have little difference when placed in our country. It is up to the government to decide whether to transfer it to the party or not before proceeding with the judiciary. If the parties are involved in government then that kind of judgment will be called voluntary judgment [4]. While the government does not see the need to include judicial groups, that kind of judgment will be called compulsory judicial action. The adjudication of industrial disputes will take place through a three-pronged approach that will include the following:

Labor Court - Industrial Disputes Act, 1947 under Section 7 provides for the constitution of a labour court. The appropriate government in the form of a notification in the official gazette can lead to a constitutional court of labour dispute resolution. A labour court consists of one person who is an independent judge or a judge of a high court or a district court. A judge may also be a former judge of a labour court itself with approximately five years' experience. The proceedings of the labour court are set out in the second edition of the Industrial Disputes Act, 1947 which contains:

- Order rule transferred by the employer under dry orders
- The meaning of standing orders
- Provision of exemption should be provided to employees in the industry who have been dismissed.
- Withdrawal of any right granted to an employee
- All matters except those that come under the industrial court.

Industrial Tribunal: Provision of the industrial court is provided for under Section 7A of the Industrial Dispute Act, 1947. One or more industrial courts may be established by the government at its discretion through courts that are given greater jurisdiction compared to a labour court. It should not be regarded as a permanent body but a body set up for a temporary purpose of hearing only occasionally. As the courts have greater jurisdiction, the issues to be considered by the courts will also be more numerous. The general issues dealt with by the industrial court are listed below:

- Employee salaries include payroll also
- Bonus and grant funds offered
- Employee working hours
- To make it easier
- Leaves are given to employees including the salary they received and the holidays they were given.
- Rules relating to maintaining ethical standards in the industry among employees.
- Any other matter that can be considered a hearing and discussion.

National Tribunal: A national tribunal is constituted by the Central Government with an official gazette for the settlement of industrial disputes that are considered to be of national importance. Two people according to the government's choice were appointed to the role of the inspector in the national court. If the dispute between the two parties in the industry reaches a national court, then the labour court and the industrial court lose their jurisdiction over the matter.

Voluntary arbitration

Before dealing with the concept of voluntary arbitration as a whole, it is preferred to refer them separately for a better understanding. Arbitration means a procedure which involves a third party in the form of a single arbitrator or a board of arbitrators who are assigned with the duty to resolve the dispute between the parties. Voluntary symbolises self-willingness and consent. Therefore voluntary arbitration means that the parties who are involved in the dispute willfully agree to the decision taken by the arbitrator or the board of arbitrators without any outside compulsion [3].

The origin of voluntary arbitration in India dates back to the issue of plague bonus in the Ahmedabad Textile Mills under the leadership of the father of the nation, Mahatma Gandhi. To make voluntary arbitration compulsory, The Trade Unions & Industrial Disputes (Amendment) Bill, 1988 was brought in laying down restrictions on legal strikes by the employees. According to the bill, legal strikes can be carried out by the parties only after either of the parties has rejected the offer of arbitration that had been provided to the parties to settle the dispute. Although several efforts have been put to effect by the Indian government, voluntary arbitration still remains in shadows as have been reflected by the statistics.

It was in the case of Gujarat Steel Tubes Ltd. v. Gujarat Steel Tubes Mazdoor Sabha, the apex court informed judicial legislation vested on the arbitrator the powers of a labour tribunal for cases of discharge of workmen as a form of punishment. This provided the arbitrator with appellate jurisdiction using which the arbitrator can oppose the decision of an employer regarding his employees. These exceptional powers were conferred by the Supreme Court of India on the arbitrator.

Adjudication can also be termed as the compulsory settlement of the industrial dispute in concern by labour courts, industrial tribunals, and national tribunal as provided by the Industrial Dispute Act, 1947. The terms adjudication and arbitration have minute differences if placed in our country.

Court of Inquiry

The cure as a court of inquiry was first given by The Trade Disputes Act, 1929 and was trailed by the industrial Dispute Act, 1947 likewise under Section 6[1]. This technique of settling questions has been out of use. Because the Indian government couldn't map out the profit by this hardware in modern disputes, the apparatus has been killed totally by The Trade Unions and Industrial Disputes (Amendment) Bill, 1988 and isn't any longer getting used.

Landmark decisions

On account of Hindustan Lever Ltd v. Hindustan Lever Ltd1, the court saw that for every industry there's a requirement to advance amicable development of the requirements of both the business and therefore the worker of an industry for the business and the workforce to develop and thrive within the end of the day [2]. To accomplish this evenhanded, the court began that there's a requirement for mandatory mediation for settling modern industrial disputes by methods for a gathering where the gatherings can resort for intervention to stay faraway from any kind of encounter between them within the business. The courts have consistently clarified that albeit an excellent deal of forces is

vested over a fitting government, which will never abuse such power in completing the technique of settlement of debates.

On account of The Govt of India vs. National Tobacco Company2, the court held that the forces that have been vested in the fitting government are optional in nature and not required. In this way if in a specific case the public authority does subjective activities which are in opposition to the rule under which it should work and has been declining to elude the current debate to the councils or the work court, at that point such grounds will be sufficient to record a writ request against the public authority under Article 226 of the Constitution of India. From this case, it very well may be seen that the Act gives no degree to abuse the forces that have been vested to any managerial body that can straightforwardly influence the debate that is as of now existing and can additionally quicken it too making more issues.

Adding more to the present thought of limiting the use of discretionary force, the court on account of was of Hochtief Gammon v. the State of Orissa3 the assessment that the courts will have the facility to ascertain that the activity taken by the chief isn't unlawful and out of line in nature and during this interaction the courts' vests the requirement of guaranteeing that the applicable issue of the question is taken into worry in a huge away while deciding on a choice on the right government. It was within the notable instance of Mathura Refinery Mazdoor Sangh v. Association of India4, the Supreme Court of India offered significance to several tribunals to manage the industrial dispute and furthermore, guided the right authority to require consultancy from the tribunals itself. Along these lines thusly, the court isolated the system of settlement contest under Industrial dispute Dispute Act, 1947 as a special element inside and out.

For another important judgment named United Bleachers Ltd. v. LC5, the High Court at Madras was of the view that if any sort of deferral occurs with respect to the fitting government to make a reference, at that point that won't be a legitimate ground to decrease the help that will be conceded to the workers who are in the contest and have generally experienced a similar as of now [5]. In the event that there is a refusal of the alleviation on this very ground, a similar will be alluded to as an uncalled-for work practice and accordingly will be unlawful. In this way the decisions that are talked about above mirrors that whatever be the question, the courts consistently expect to settle it giving equity to both the gatherings associated with the debate.

Changes to Legal Terms

In the backdrop of the unprecedented recession that the Indian economy is currently going through on account of the Covid-19 pandemic and the resulting lockdowns, it had become necessary to bring in some long awaited reforms to the Indian labour laws to provide companies with more leeway to operate and adjust to remain competitive in the global markets. This was also important from the point of view of making India self-sufficient. But as the three Codes (recently passed by Parliament in the absence of any substantial opposition) set about to revamp the entire Indian Labour Law, what does it mean for the Indian industry and its workmen?

Interestingly, the reason for the word “appropriate government” mentions that the Central Government shall continue to be the appropriate Government for the Central Public Sector Undertakings even where the Government has divested its stake to below 50 percent [3]. This could potentially provide a roadmap to the Government to pursue further divestment in the PSUs in the future thus assuaging the redressal demands of the PSUs employees. The scope of coverage has been extended to include all workers including supervisory, management and administrative personnel who were up to now exempt from the ambit of the Industrial Disputes Act. The definition of the word “employer” has also been extended to include almost all employers including contractors and legal representatives of a deceased employer, who were up to now not a part of the said term under the Industrial Disputes Act. Similarly, the meaning of the word “workers” (which replaces the term “workman” used in the Industrial Disputes Act) also includes individuals engaged in supervisory work and even includes working journalists and sales promotion employees. By extension, the expansion of these terms also helps to expand the ambit of “industrial dispute” itself.

The meaning of the term “industry” has also been expanded upon to include most enterprises for manufacturing, supply and distribution of goods while excluding charitable organisation, sovereign role of the Government and domestic workers.

The meanings of “lay-off”, “lock out” and “retrenchment” have not seen much of a dramatic change. The word “strike” will now include absenteeism or failure to work of more than 50 percent employees. The phrase “wages” for the purposes of this Code will now constitute basic salary, dearness allowance and retaining allowance, while explicitly excluding bonus, HRA, PF contribution of employer, conveyance allowance, overtime allowance, commission, gratuity and any other retirement benefits. (Mishra, 2019)

Amendments to the Definitions

The definition of a “worker" has been extended to include within its ambit working journalists as specified in Section 2(f) of the Working Journalists and other Newspaper Employees (Conditions of Service) and Miscellaneous Provisions Act, 1955 and sales promotion employees as defined Section 2(d) of the Sales Promotion Employees (Conditions of Service) Act, 1976. Further, individuals working in a supervisory capability and earning less than Rupees Eighteen Thousand Only (Rs. 18,000/-) per month (or any sum as notified by the Central Government) have been brought under the concept.

Under the IR Code the definition of “industry" specifically excludes the following:

- Institutions owned or managed by organisations wholly or substantially engaged in any charitable, social or philanthropic service; or
- Any activity of the appropriate Government relatable to the sovereign functions of the appropriate Government including all the activities carried on by the departments of the Central Government dealing with defence research, atomic energy and space; or
- Any domestic service; or
- Any other activity as may be notified by the Central Government.

Under the ID Act, several other establishments such as hospitals, educational, scientific institutions etc. which were earlier excluded, have now been withdrawn from this list of

exceptions under the definition.

The IR Code introduces a new provision for "fixed term employment" which means and refers to the engagement of a worker on the basis of a written contract of employment for a fixed period provided that:

His/her hours of work, wages, allowances and other benefits shall not be less than that of a permanent worker doing the same work or work of similar nature. He/she shall be eligible for all statutory benefits available to a permanent worker proportionately according to the period of service rendered by him/her even if his/her period of employment does not extend to the qualifying period of employment required in the statute; and he/she shall be eligible for gratuity if he/she renders service under the contract for a period of one year.

Standing Orders

The IR Code provides that the provisions with respect to the standing orders shall apply to all industrial establishments with three hundred workers [2]. The employers of such establishments are required to prepare standing orders on the matters listed out in the first schedule to the IR Code ("Schedule"). The matter listed in the Schedule are given hereinbelow:

- Classification of workers, whether permanent, temporary, apprentices, probationers, badlis or fixed term employment.
- Manner of intimating to workers periods and hours of work, holidays, pay-days and wage rates.
- Shift working.
- Attendance and late coming.
- Conditions of, procedure in applying for, and the authority which may grant leave and holidays.
- Requirement to enter premises by certain gates, and liability to search.
- Closing and reporting of sections of the industrial establishment, temporary stoppages of work and the rights and liabilities of the employer and workers arising therefrom.
- Termination of employment, and the notice thereof to be given by employer and workers.
- Suspension or dismissal for misconduct, and acts or omissions which constitute misconduct.
- Means of redress for workers against unfair treatment or wrongful executions by the employer or his agents or servants.
- Any other matter which may be specified by the appropriate Government by notification.

The Central Government is required to make model standing orders relating to conditions of service and other matters incidental thereto or connected therewith [1]. Where an employer adopts a model standing order of the Central Government with respect to matters relevant to the employer's industrial establishment or undertaking, then such model standing order shall be deemed to have been certified and the employer shall forward the information in this regard to the concerned certifying officer in the manner as may be prescribed.

The IR Code specifies that any establishment employing twenty or more employees is to have one or more grievance redressal committees for settlement of disputes and such committee is to consist of an equal number of members representing the employer and the workers chosen in a manner as may be prescribed. Further, the total number of members in such a committee shall not exceed ten and there shall be equal representation of women workers in the committee and such representation shall not be less than the proportion of women workers to the total workers in an establishment. The erstwhile legislation provided for grievance resolution authorities to be set up in establishments employing a minimum of fifty workers. Further, it did not provide for equal representation of women as specified under the IR Code.

The IR Code provides for the constitution of one or more industrial tribunals and a National Industrial Tribunal to decide industrial disputes. The industrial tribunals shall be set up in place of the current various adjudicating bodies under the ID Act such as the court of inquiry, board of conciliation, labour courts. Every industrial tribunal shall consist of two members to be appointed by the appropriate Government out of which one shall be a judicial member and the other, an administrative member in place of only one judicial member presently. Further, the Central Government can by notification, constitute one or more National Industrial Tribunals14 for the adjudication of industrial disputes which, in the opinion of the Central Government, involve questions of national importance or are of such a nature that industrial establishments situated in more than one State are likely to be interested in, or affected by, such disputes15. The National Industrial Tribunal shall also consist of two members to be appointed by the Central Government.

No employee may go on strike without giving notice to the employer within sixty days of the date of the strike [5]; or within fourteen days of the date of the notice of strike; or before the expiry of the date of the notice of strike; or during the time of pending conciliation proceedings; or seven days after the conclusion of conciliation proceedings; or during the period of pending arbitration proceedings; or during the period of pending conciliation proceedings. Similarly, unless the above requirements are met, no employer of an industrial establishment shall lock-out any of its employees17. Although similar provisions were found in the ID Act with respect to advance notice of strike and lock-out, such provisions were only applicable to public utility services.

Industrial enterprises with more than a hundred working employees were required under the ID Act to obtain prior authorization from the appropriate government to lay-off/retrench workers, as well as in the event of the industrial enterprise being closed [1]. This provision has been waived by the IR Code for industrial establishments such as mines, factories and plantations employing not less than three hundred employees or greater than the amount notified by the Government. However, in situations where such lay-off is due to power shortages, natural disasters and in the case of a mine, such lay-off is due to fire, flooding, excess of flammable gas or explosion, it is not mandatory to seek prior permission. If the Government fails to inform the employer of an order granting or refusing to grant authorisation within a period of sixty days from the date on which the application is made, the authorisation requested shall be deemed to have been issued at the expiry of sixty days and the application shall be deemed to have been disposed of.

In an industrial establishment that has a registered trade union for negotiation on such matters as may be prescribed,

the IR Code provides for a single negotiating union/committee. Where only one trade union of registered employees exists, the employer of that institution shall, according to the requirements which may be prescribed, accept that trade union as the sole workers' negotiating union. If more than one trade union exists, then the union with fifty-one percent or more of the workforce is known as the sole workers' negotiating union. Furthermore, if more than one trade union of employees exists in an industrial establishment and no such trade union has fifty-one percent or more of the workforce, the employer shall appoint a negotiating council which shall have no less than twenty percent of the total workforce of that industrial establishment.The IR Code introduces provisions for re-skilling of workers for the first time for those workers who have been laid-off so that they are able to secure employment again. The IR Code states that the fund shall consist of the following:

The contribution of the employer of an industrial establishment of an amount equal to fifteen days wages last drawn by the worker immediately before the retrenchment, or such other number of days as may be notified by the Central Government, for every retrenched worker in the case of retrenchment only; The contribution from such other sources as may be prescribed by the appropriate Government. The fund shall be used by crediting to his account fifteen days of salaries last drawn by the retrenched worker, in the manner specified, within forty-five days of retrenchment.

In terms of offering a more simplified framework for conflict resolution, the IR Code appears to be a step in the right direction [4]. The formation of a bargaining union/committee would also help to achieve friendly agreements more easily between employers and employees. By raising the threshold for industries needing prior authorization under the IR Code, more companies would be able to retrench staff and close establishments. What remains to be seen, however, what remains to be seen is the effect of the IR Code on the workers' right to strike.

Conclusions

Regardless of plenty of provisos within the framework, the obstruction of the Supreme Court and therefore the High Courts have actually been useful in controlling the Industrial revolution overseeing the fashionable debate. Settlement debates under the Industrial Dispute Act, 1947 is unquestionably a fashion by which the mayhem related with industry are often taken out. As India gradually creates with the presentation of a couple of businesses, it's gotten important to ensure the legitimate working of several industries to assist build up the state financially. For similar the Industries Dispute Act, 1947 assumes a fundamental part by not just giving the arrangements with regards to the way to direct the functioning of an industry yet additionally setting down settlement systems which will help settle debates between the representative and manager. Coordination of both can help industry run easily and viably. Some of the manners by which settlement hardware can work successfully are recorded here under:

- The instrument of abasement needs to be directed by the officials who are intimate the sector and are recognized with the problems that are significantly looked by industrial workers this technique needs to likewise not be a subject for the political and managerial impacts to stay the component from being utilized in an incorrect manner which may influence the Industrial Dispute that's now accessible.
- Industrial Relations Commissions ought to be set up at both Central and commonplace levels as per the rules of the National Commission of Labors to reinforce the structure of the accessible adjudicatory hardware.
- The mediation strategy ought to be simply and reasonable like any remaining court procedures, so the choice taken as an end to the industrial dispute that has emerged ought to have the option to fulfill both the gatherings engaged with the question.
- Government impedance from any kind of industrial dispute need to be evaded except if earnestly needed to manage the matter successfully and freely absent tons of impact as has been referenced before too. The authorities should take autonomous choices therefore the businesses and therefore the representatives are addressed similarly and decently.

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