INDUSTRIAL COURT OF MALAYSIA

CASE NO : 15/4-728/02

BETWEEN

PILECON GEOTECHNICS SDN. BHD.

AND

PHANG SOON PING

AWARD NO : 1472 OF 2005

Before	:	**N. RAJASEGARAN - Chairman** (Sitting Alone)
Venue:	:	Industrial Court Malaysia, Kuala Lumpur.
Date of Reference	:	10.7.2002.
Dates of Mention	:	16.6.2003, 18.9.2002, 15.7.2003, 13.10.2003, 6.1.2004, 10.2.2004, 10.5.2004, 11.6.2004, 1.7.2004, 21.7.2004, 6.8.2004, 13.8.2004, 19.11.2004, 17.1.2005, 16.2.2005 and 13.4.2005
Dates of Hearing	:	6.9.2004, 22.10.2004 and 10.6.2005
Representations	:	Mr. H.C. Yong from M/s Zaid Ibrahim & Co. Counsel for the Company. Mr. S. Shanker from M/s S. Shanker & Associates Counsel for the Claimant.

Reference :

This is a reference made under Section 20(3) of the Industrial Relations Act, 1967 arising out of the dismissal of **Phang Soon Ping** (hereinafter referred to as "the Claimant") by **Pilecon Geotechnics Sdn. Bhd.** (hereinafter referred to as "the Company").

AWARD

The Reference

1. The Honourable Minister of Human Resources acting under section 20(3) of the Industrial Relations Act, 1967 ('the Act') referred a dismissal to the Industrial Court ('the Court') for adjudication. The parties are Pilecon Geotechnics Sdn. Bhd. ('the Company') and Phang Soon Ping ('the Claimant').

Application for Joinder

2. By a notice of application dated 14.7.2004 supported by an affidavit sworn by the Claimant himself, the Claimant moved the Court to join Pilecon Engineering Sdn. Bhd. ('the Joinee') as a party to the reference. The Claimant deponed that he was first employed by the Joinee before being transferred to the Company; that he performed duties for both the Company and the Joinee; that at the time of dismissal he was answerable to the Chief Executive Officer of the Joinee as well as the Managing Director of the Company; that both the Joinee and the Company acted as employers of the Claimant; that there is a *nexus* between the Company and the Joinee for various reasons and; that the joinder is necessary to ensure enforcement of any award to be made by the Court.

3. By an affidavit in reply the Human Resources Manager of the Pilecon Group of Companies acting on behalf of the Company made known the objection of the Company to the Claimant's application to join the Joinee as a party.

4. August 6th 2004 was one of the numerous dates when the case was called for mention. On that date Mr. T. Thavalingam appeared for the Company whilst Mr. S. Shanker, appeared for the Claimant. The Court observed that the objection to the joining of the Joinee had originated from the Company and not from the Joinee. Parties retired to take instructions with a direction to reappear before the Court on 13.8.2004.

5. On 13.8.2004 Mr. S. Shanker made a formal application to have the Joinee made a party to these proceedings reiterating that stated in the Claimant's affidavit earlier described, as reason for his application. Mr. T. Thavalingam, an officer of the Court of no mean repute, declared that he had been retained by the Joinee to represent the Joinee's interest and that upon the Court ordering the Joinee to be made a party to the proceedings and issuing the resultant Form L pursuant to the Court rules, he would file the necessary Forms A and B including a revised pleading. The import of Mr. Thavalingam's assurances in respect of the Claimant's application to make the Joinee a party to these proceedings need no elaboration. In the upshot the Court on that same day ordered that the Joinee be made a party to the these proceedings and Form L to be issued upon the same. And this was subsequently done by the Court's Registry. Hearing dates of 6th and 7th September 2004 were to be maintained, so the parties were informed by the Court. What Mr. T. Thavalingam undertook to do, he did subsequently.

Application For Disjoinder

6. At the outset of the hearing on 6.9.2004, Mr. H. C. Yong now appearing both for the Company and the Joinee made known his inability to proceed with the hearing for the reason that the Joinee had since filed an application to be disjoined as a party to these proceedings. That same Human Resource Manager earlier mentioned had deponed in

support thereof. Mr. S. Shanker rose to the occasion requesting time to reply that affidavit, a request that the Court could not and did not deny. On the request of both learned Counsel, the Court fixed submissions on the Joinee's application to be struck off as a party to these proceedings for 22.10.2004. But before that both learned Counsel teased the Court with that oft repeated assurance that parties were negotiating towards a settlement. One that had been tantalised before the Court on each one of the earlier twelve mentions. Not being a fish, the Court was unable to fall for that one hook, sink and bait. But courtesy demanded that appearances be held and that was.

The Law On Joinder

Hochtief Gammon Case

7. In the state of Orissa in India a dispute arose on the payment of bonus by Hochtief Gammon to its employees. Hochtief Gammon were contractors undertaking the execution of construction work for Hindustan Steel Ltd., the principal. The Government of Orissa referred the dispute to the Industrial Tribunal. In that reference, Hochtief Gammon was named as a party, ostensibly the employer. A copy of the reference was served on Hindustan Steel Ltd. This prompted the Industrial Tribunal to serve notices of appearance upon Hindustan Steel Ltd. and the other two parties named in the reference. Hindustan Steel Ltd. appeared before the Tribunal and argued that it should not be added as a party to the dispute. Hochtief Gammon urged the Tribunal to join with it Hindustan Steel Ltd. The Tribunal refused to add Hindustan Steel Ltd. Having then failed to move the High Court to do the same, Hochtief Gammon appealed to the Supreme Court. Gajendragadkar CJ gave the Court's decision reported as ***Hochtief Gammon, Appellant v. Industrial Tribunal, Bhubaneshwar, Orissa & Ors, Respondents AIR***

(1964) SC 1746 (V51 C242). The decision revolved around two issues. First on the jurisdiction of the Tribunal to join parties. The Industrial Disputes Act (1947) in India possessed no specific provision to enable the Tribunal to add a party to the proceedings before it. On this issue, the Supreme Court held that section 18(3)(b) of that Act postulated an implied power to the Tribunal to add parties. The reason why I refer to this first issue will become apparent later in this Award.

8. Having done with that, the Supreme Court then considered the extent of this power, *viz-a-viz* the application by the employer to join another company to itself as a party that is, Hochtief Gammon's application to join Hindustan Steel Ltd. with itself to make up the respondents before the Tribunal. Gajendragadkar CJ refused the application and in that process spoke that momentous passage now quoted in almost all decisions involving joinder of parties in the Industrial Court of Malaysia. It went like this :

> *" If appears to the tribunal that a party to the industrial dispute named in the order of reference does not completely or adequately represent the interest either on the side of the employer, or on the side of the employee, it may direct that other persons should be joined who would be necessary to represent such interest. If the employer named in a reference does not fully represent the interests of the employer as such, other persons who are interested in the undertaking of the employer may be joined. Similarly, if the unions specified in the reference do not represent all the employees of the undertaking, it may be open to the tribunal to add such other unions as it may deem necessary. The test always must be: is the addition of the party necessary to make adjudication itself effective and enforceable? In other words, the test may*

well be: would the non-joinder of the party make the arbitration proceedings ineffective and unenforceable? It is in the light of this test that the implied power of the tribunal to add parties must be held to be limited. "

I have underscored one line. Deliberately. Now I explore the true import of those words that I have underlined. The words were spoken against the backdrop of Hochtief Gammon's application to add Hindustan Steel Ltd. and the reason given by Hochtief Gammon which was, that the liability to pay the bonus lay with Hindustan Steel Ltd. It is this interest that the words underscored referred to. To stretch these words to include an application by a workman to join another company to the company named in the reference would amount to profligacy.

Harris Solid State Case

9. Closer at home came the Court of Appeal's decision in ***Harris Solid State (M) Sdn. Bhd. & Ors v. Bruno Gentil Pereira & Ors (1996) 4 CLJ 747.*** To perchance an Industrial Court award on joinder of parties without mention of this decision is indeed rare. That passage, which I had referred to earlier, spoken by Gajendragadkar CJ in the Hochtief Gammon case received the approval of Gopal Sri Ram JCA who delivered the decision of the Court of Appeal. Here again I turn to explore the backdrop against which his Lordship Gopal Sri Ram referred to that passage from the Hochtief Gammon case. And this will reveal the true import of the decision of the Court of Appeal.

10. Three issues were canvassed by the appellant company in the Court of Appeal. One concerned a point of pleading. On this point the appellant submitted that the respondents did not amend in the Industrial Court, their original statement of case to add a case against

the second and the third appellants who had been earlier joined as a party on an order of the Industrial Court. Thus the appellant submitted the question of the second and third appellants being the employer of the respondents was never put in issue before the Industrial Court.

11. In reply to this issue on the pleading point, the respondent took the position that they had sufficiently put in issue before the Industrial Court the question as to whether the second and third appellants were also the employer. To this argument the respondent joined that passage earlier referred to as spoken by Gajendragadkar CJ in the Hochtief Gammon case. The Court of Appeal approved of this passage. It is also abundantly clear that the Court of Appeal accepted this passage in specific relevance to that issue on the pleading point. The Court of Appeal did not relate to Gajendragadkar CJ's dicta in the context of the joining of another as a party in a proceeding before the Industrial Court. If I harbour any doubts about the correctness of this, I need but refer to the words of his Lordship Gopal Sri Ram in that paragraph in his judgment appearing immediately after quoting that passage by Gajendragadkar CJ. This is what his Lordship Gopal Sri Ram spoke :

> *" In our judgment, the passage above-quoted when applied to the facts of this case provides a sufficient answer to the appellant's submissions on the pleading point. "*

Nowhere did his Lordship mention of his support of that passage in relation to an application of the joinder of a party before the Industrial Court.

Ritz Garden Hotel Case

12. And then followed that decision of the High Court in ***Ritz Garden Hotel Sdn. Bhd. v. Industrial Court, Malaysia & Anor (2002) 6 MLJ 353.*** There is need for me to elaborate the arguments in that decision. The High Court particularly reviewed the Industrial Court's decision to make liable in its award two other companies who it joined with the employer as party to the proceedings pursuant to section 29(a) of the Act. The High Court analysed the decision of the Court of Appeal in ***Harris Solid State Sdn. Bhd. (supra)*** and the Federal Court's decision in ***Hotel Jaya Puri Bhd. v. National Union of Hotel, Bar & Restaurant Workers & Anor (1980) 1 MLJ 109*** in relation to the joining of another with the employer as a party to the proceedings. And the High Court found that in both these cases companies who were not the apparent employers were joined on the employer's side in the Industrial Court because there were reasons to justify a finding that the added companies were in reality the employers of the dismissed workmen. Abdul Aziz J (as his Lordship then was) concluded the High Court's decision with preciosity :

> *" To justify the joinder of a company to make it liable, the facts must be such as to justify a finding that in reality, the company was the employer of the person dismissed by the other company. "*

I am bound by a decision of the High Court, not overturned.

Receiver/Liquidator

13. Gajendragadkar CJ speaking in the Hochtief Gammon case referring to a decision of the Madras High Court in ***P.G. Brookes v.***

Industrial Tribunal, Madras, AIR 1954 Mad 369 on the adding of a Receiver as a party to proceedings said :

> *" In that particular case, the party added was the Receiver and it was found that unless the Receiver was added as a party to the reference proceedings, the adjudication itself would become ineffective. In the words used by the judgement, the party added was not a rank outsider or a disinterested spectator, but was a Receiver who was vitally concerned with the proceedings before the Tribunal and whose presence was necessary to make the ultimate award effective, valid and enforceable. "*

14. And on the position of a Liquadator, Hashim Yeop A. Sani CJ (Malaya) speaking in ***Sri Hartamas Development Sdn. Bhd. v. MBF Finance Bhd. (1991) 3 MLJ 325*** has this to say :

> *" After a winding up order is made, generally speaking no one but the liquidator can act on behalf of the company. "*

15. The Industrial Court has in an abundance of awards joined Receivers or Liquidators as parties to the proceedings before it for the reason of making its ultimate award effective and enforceable. This is in sync with the principles stated earlier. Viewed in the perspective of agent and principal such a proposition in law is not inconsistent with the decision in the Ritz Garden Hotel case.

Section 29(a) of the Act

16. Unlike in India, our Industrial Relations Act, 1967 through section 29(a) specifically enables the Industrial Court to order that any party be joined, substituted or struck off.

17. Correspondingly Order 15 rr.6(2)(b) of the Rules of the High Court, 1980 empowers the High Court to add as a party any person who ought to have been joined as a party whose presence before the court is necessary to ensure that all matters in dispute in the cause or matter may be effectively and completely determined and adjudicated upon. The reason for this rule is well enunciated by Lee Hun Hoe CJ (Borneo) when he spoke on the application of Order15 rr.6(2)(b) in ***Chan Yee v. Chan Yoke Fong (1990) 3 MLJ 297*** thus :

> *" The main object of the rule is to prevent multiplicity of proceedings. Under the rule the court has a very wide discretion to make the order that he* ***made so that all matters in dispute could be effectually and completely determined and adjudicated upon.*** *"*(emphasis added)

Granted that Order 15 rr.6(2)(b) does not apply to the Industrial Court. As to why I refer to it will become apparent as my discussion progresses.

18. The language in which section 29 of the Act is couched bestows discretionary powers upon the Industrial Court in arriving at a decision thereupon. And in the process of arriving at any decision it is incumbent upon the Industrial Court to be alert to issues and determine all matters before it (per Eusoff Chin CJ in ***R. Ramachandran v. Industrial Court of Malaysia & Anor (1997) 1 CLJ 147***). In the circumstances it would make good sense to adopt that criteria applied by the High Court in

joining another as a party. That is, that the joining of that other is necessary to enable all matters in dispute to be effectively and completely determined and adjudicated upon. Such a proposition is not dissimilar to that advocated in the Hochtief Gammon case which behoves that the test for joining includes the need to make proceedings effective. I hasten to opine that the joining of a party under such criteria should not *per se* make that party joined liable for any award which the Court may make. Liability should depend on the circumstances of each case.

Conclusion

19. The synthesis of my discussion thus far would lead to the following propositions in relation to an application under section 29(a) of the Act.

(a) The Court may on the application of an employer named in a reference, join with that employer another company as a party to the proceedings if the employer does not fully represent the interest of an employer, provided that other company has an interest in the undertaking of the employer.

(b) The Court may join another on the application of either party named in a reference if it is necessary to enable all matters relevant to the dispute to be effectively and completely determined and adjudicated upon. Such joinder should not *per se* make that other joined liable for an award of the Court.

(c) The Court may join another company to the employer named in the reference so as to make an award of the Court effective, valid and enforceable provided that the

facts justify a finding that in reality that other company was the employer of the workman involved in the reference. The proviso being inapplicable in the joining of a Receiver or Liquidator.

(d) The Court may join another company to the employer named in the reference for the reason by itself that the facts justify a finding that in reality that other company was the employer of the workman involved in the reference.

Submissions and its evaluation

20. Submission on the disjoinder was held over two days. Unfortunately distanced apart, for no fault of the parties nor the Court. That was on 22.10.2004 and 10.6.2005. But before that both the Claimant and the Joinee filed further affidavits whose contents I will refer to as appropriate as my discussion unfolds. I will briefly state what was submitted by both Mr. H.C. Yong and Mr. S. Shanker. The brevity does not belie the invaluable assistance I derived from both learned Counsel in their respective submission.

21. H.C. Yong first submitted that the Claimant's employer at the time of dismissal was the Company. He then went on to state that the criteria for joinder of an additional party is based on whether any award of the Court would be rendered invalid or ineffective upon being handed down. In support thereof he relied on an award of the Industrial Court in ***CSM Trading Sdn. Bhd. v. Ooi Sheng Khoon & Anor (2002) 2 ILR 645.*** Both H.C. Yong and Mr. S. Shanker used this argument of the need for an award of the Court to be enforceable as their pivotal point. To this

they tied the financial ability of the Company to satisfy an award of the court. I will deal with this first.

22. Mr. S. Shanker took the platform that the Company, to quote his exact words, *"is in tremendous debts"* and that there was no certainty that the Company could meet the monetary obligations of an award of the Court. In support of his contention he relied on reports from the Companies Commission of Malaysia entitled ***"****Maklumat Penyata Kewangan"* and *"Untung Dan Rugi"* in respect of the Company. The need for me to dwell upon the relevancy of the figures, extracted from those reports, forming the basis of Mr. S. Shanker's assault on the Company does not arise. The reason shortly stated is that those reports referred to the Company's financial year ended 31.12.2002. Ancient history. A period long far gone and not relevant to the present time.

23. Mr. H.C. Yong's reply is that the Company is able to honour any terms of an award handed down by the Court. For this he relied on the Company's balance sheet and income statement for the financial year ended 31.12.2004. The latest position. He laboriously led the Court through various figures. The need to refer to these, I do not find. Instead I find to be of more relevance his submission, echoing the trend of his own words, that the Company was not insolvent; that insolvency means a company is unable pay its debts or where administrators and managers have been appointed or where a company has been wound up and; that there exist no evidence that the Company is in any one of these predicaments. He rounded up his submission on this point by maintaining that the Claimant was playing it safe by adding the Joinee and this does not constitute a criteria for adding the Joinee as a party to these proceeding. That last submission being rich not just in merits but sheer commonsense, I cannot quarrel with.

24. It is appropriate for me at this point to examine this area of the law inconnection with the joinder of a party. That principle of law propounded by Gajendragadkar CJ in the Hochtief Gammon case has been applied and reapplied in the Industrial Court so often that to refer to any particular decision would be superfluous. To put it simply and at the risk of repeating myself, his Lordship's proposition is that a party should be joined if it is necessary to made adjudication enforceable. This is true for the Court should not act in vain. If a company should be insolvent, the principle in the Hochtief Gammon case makes it ripe for the Court to join another, in this case the Joinee, subject of course to the condition precedent stated in the Ritz Garden Hotel case. That in turn brings to question – when is a company insolvent? In this I have derived great assistance from the decision of Susila Sithamparam, learned Chairman, speaking in her recent ***Award No. 107 of 2005*** arising from the case of ***Fam Ah Nam v. Central Holdings Management Services Sdn. Bhd.*** She analysed in depth the meaning of insolvency and referred to what she called a *"cash flow test".* And a test similar to this, the learned Chairman says was applied by the High Court in ***Sri Hartamas Development Sdn. Bhd. v. MBF Finance Bhd. (1990) 2 MLJ 31.*** In that case the learned Chairman quotes the High Court as having held :

> *" The test of insolvency of any company must be viewed in the commercial sense, that is, its inability to meet current demands irrespective of whether the company is possessed of assets, which if realized, would enable it to discharge its liability in full. "*

My research reinforces this test for in ***Sri Hartamas Development Sdn. Bhd. v. MBF Finance Bhd. (1992) 1 MLJ 313*** Gunn Chit Tuan SCJ speaking for the Supreme Court spoke :

" In dealing with 'commercial insolvency', that is, of a company being unable to meet current demands upon it...."

25. I see not just merit but methodical application in this *"cash flow test"* and find it easy to identify with the same. In applying this test to the Company, based on the balance sheet and income statement of the Company as on 31.12.2004, I find the Company not to be insolvent. Even if Mr. S. Shanker's submission that both these reports being unaudited cannot be relied on is acceptable, I take notice that it is upon the Claimant to show that the Company is insolvent and this he has failed to discharge.

26. In the upshot I find the addition of the Joinee as a party to these proceedings on the application of that part of the test involving enforceability of an award of the Court, to be unnecessary.

27. The other and only issue canvassed by Mr. S. Shanker in his submission was that there was a *nexus* between the Company and the Joinee. He gave many reasons to tie both together. The need for me to examine these and to trace the umbilical cord binding both flew in the face of Mr. H.C. Yong's gracious admission that the Company was a wholly owned subsidiary of the Joinee. This fact alone sufficed. The need for further buttress to establish that element of *nexu*s between the Joinee and the Company I find to be unnecessary. I therefore find the *nexus* needed to bind the two. But is the existence of such a *nexus* by itself reason enough to add the Joinee as a party to these proceedings? With respect, I hold otherwise.

28. It is only when there exists sufficient cause to join another as a party to the proceedings that the Court will have to embark upon the identification of a *nexus* between the one named in the reference and that other sought to be joined. The question of *nexus* has no place and cannot arise when there is no cause to join. And in arriving at this decision my reason is two fold. First is the need to give efficacy to the Honourable Minister's reference in as far as the parties named in the reference are concerned. I believe that parties named in the original reference should not be enlarged or amended except for cogent reasons. Gajendragadkar C.J. himself exercised caution when he spoke in that Hochtief Gammon case :

> *" In dealing with this question, it is necessary to bear in mind one essential fact, and that is that the Industrial Tribunal is a Tribunal of limited jurisdiction. Its jurisdiction is to try an industrial dispute referred to it for adjudication by the appropriate Government by an order of reference passed under s. 10.* ***It is not open to the Tribunal to travel materially beyond the terms of reference, for it is well settled that the terms of reference determine the scope of its power and jurisdiction from case to case.***" (emphasis added)

And his Lordship spoke thus in relation to the power of the Industrial Tribunal to join parties.

29. Secondly, weighing heavily upon me is the desirability of maintaining privity of contract of employment between the workman and his employer. It is the employer alone who should bear the consequences of any of his wrongdoings. Not someone else. Unless of course there is a finding that the employer named in the reference would

be unable to meet his obligations, which criteria will set the Court on the course to seek another who is bound in *nexus* and who is in reality the employer and desirably, capable of performance. I am fortified in this decision by the trend of the reasoning of Abdul Aziz J (as his Lordship then was) in the *Ritz Garden Hotel case.*

30. Though not raised in Mr. S. Shanker's submission but for purposes of completion of determination of issues raised in evidence, I now turn to that averment of the Claimant that he performed duties and functions on behalf of the Joinee. And in this connection he depones that he was responsible for the administration of the purchasing of building materials both for the Company and the Joinee. Of interest is the fact that nowhere has the Claimant averred that the Joinee is his employer. Instead he preferred the phrase that *"both the companies* ***acted*** *as my employer"* which words he used consistently in both his first and additional affidavits. Acting as an employer has its own connotations which need not necessarily impose the status of employer. That the purchasing function was centralized and that the purchasing department purchased for the whole group does not bestow an employee in the purchasing department a contract of employment with all those subsidiaries which that department serviced. Having departments servicing an entire group of companies is the essence of group management. Particularly in the purchasing function. It is not uncommon for purposes of control, good auditing and economies of scale for a purchasing department in one company to service other companies whether by reason of ownership or through management contracts.

31. That the purchasing department had been involved in a project at the JB Waterfront City undertaken by the Joinee and that the Claimant had been given a letter of appreciation for his efforts in that project does not by itself give birth to an employment contract between the Claimant

and the Joinee. It is akin to a consultant employed by a management company being given a letter of commendation by a client whom the management company had serviced.

32. I find great wisdom in the cautionary words of Abdul Aziz J (as his Lordship then was) in ***Ritz Garden Hotel Sdn. Bhd. (supra)*** on the exercise of the Industrial Court in its powers under section 29(a) of the Act. I have referred to these exact words earlier. To join another as a party to a dispute and thereby entrench that other in a position that an employer would be placed in satisfying the consequences of an award of the Court is a decision that has to be very carefully made. Otherwise it will offend the very principle of privity of contract which forms the basis of industrial jurisprudence. Lifting the veil of incorporation to identify the true employer as was done in the landmark Federal Court decision of ***Hotel Jaya Puri Bhd. v. National Union of Hotel, Bar & Restaurant Workers & Anor (supra)*** is not at cross-roads with what I have expressed here.

33. I find the Claimant not to have discharged the burden that he shouldered in showing that the Joinee was an employer of his. The making of the Joinee as a party to these proceedings on this ground also fails.

34. I next examine that test enunciated by Lee Hun Hoe CJ (Borneo) in ***Chan Yee (supra)*** which I had earlier espoused should be a consideration in an application under section 29(a) of the Act, that is whether it is necessary to add the Joinee as a party in order to enable all matters in dispute to be effectively and completely determined and adjudicated upon. In deciding this I receive timely assistance from the pleadings of the parties. It is common ground that the Claimant was dismissed from his employment by a letter written to him by the

Company dated 4.11.99 for the reason of being found guilty of two charges preferred against him at a domestic inquiry held by the Company. The first charge was in relation to the Claimant's purported negligence in performing his duties as purchasing manager of the Company. No relevance was made to the Joinee in connection with this charge. The second charge relates to the Claimant's alleged negligence in relation to a company called MS Steel Sdn. Bhd. Again there is no reference to the Joinee. *Ex-facie* the evidence before the Court, I find the need to join the Joinee as a party to effectively and completely determine the dismissal of the Claimant not to arise.

Order

35. For the reasons adumbrated I strike off the Joinee as a party to these proceedings and this I do under the authority found in section 29(a) of the Act.

HANDED DOWN AND DATED THIS 1ST AUGUST, 2005.

(N. RAJASEGARAN)
CHAIRMAN
INDUSTRIAL COURT