IN THE HIGH COURT OF JUDICATURE AT MADRAS

| RESERVED ON 21.11.2025 | DELIVERED ON 18.12.2025 |
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CORAM

**THE HONOURABLE MRS. JUSTICE N.MALA**

**WP.No.38081/2025**
**&**
**WMP.No.42534 & 42535/2025**

Workmen of MRF Limited, Tiruvottiyur Plant
Through MRF Employees Union [Regn.No.30/69Cn1]
rep.by its General Secretary,
No.37, Pattinathar Koil Street
Tiruvottiyur, Chennai 600 019. .. Petitioner

Versus

1.The Management of MRF Limited
rep.by its Managing Director
Reg.Ofice No.114, Greams Road
Chennai 600 006.

2.Plan Head, Tiruvottiyur Plant
MRF Limited, TVH Road
Tiruvottiyur, Chennai 600 019.

3.Assistant Commissioner of Labour-Conciliation
DMS Campus, Anna Salai, Teynampet
Chennai 600 006.

4.The Oriental Insurance Company Limited
Corporate Office, G+4 Floors, Plate A,
Office Block-4, NBCC Office Complex
Kidwai Nagar East, New Delhi 110023. .. Respondents

**Prayer:-** Writ Petition filed under Article 226 of the Constitution of India praying for issuance of a writ of mandamus directing the 1st respondent herein to honour its obligation of extending the health insurance to the workers as per the existing practice by paying the premium to the 4th respondent and to cover the difference between the amount paid by the workers and the due premium amount as advance as hitherto done and hold that the management is not entitled to deduct wages punitively as a penal wage cut as visualised in its notice of 12.09.2025 and reiterated in the notice of 30.09.2025 and to post apprentices engaged through NAPS Scheme in the place of regular workers in leave vacancies.

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| For Petitioner | : | Mr.V.Prakash, Senior counsel<br>for Mr.S.Gokul |
| For RR 1 & 2 | : | Mr.G.Anand Gopalan for<br>M/s.Advit Law Chambers |
| For R3 | : | Mr.A.N.Purushotham, Spl.GP |
| For R4 | : | Dispensed with vide Court order<br>dated 07.10.2025. |

## ORDER

(1)The writ petition is filed for a mandamus directing the 1st respondent to honour its obligation of extending the health insurance to the workers as per the existing practice by paying the premium to the 4th respondent and to cover the difference between the amount paid by the workers and the due premium amount as

advance as hitherto done and hold that the management is not entitled to deduct wages punitively as a penal wage cut as visualised in its notice of 12.09.2025 and reiterated in the notice of 30.09.2025 and to post apprentices engaged through NAPS Scheme in the place of regular workers in leave vacancies.

(2)For the sake of convenience, the petitioner is referred to as "the Union" and the 2nd respondent is referred to as "the Management".

(3)The 2nd respondent herein is a Limited Company engaged in the manufacture of tyres both for off-road vehicles and on-road vehicles. The 1st respondent has several plants in India, of which the Tiruvottiyur plant is the first one. In the said Plant, about 874 workers are presently employed and all the regular workers are members of the Petitioner/Union which is the only Union and sole bargaining agent of the workmen.

(4)The petitioner is espousing the cause of the workmen who are non-ESI workmen for their Health Insurance Scheme. It is the case of the petitioner that the Health Insurance Scheme was provided by the Company in lieu of the statutory insurance, as the workers who were earlier covered by the ESI benefit, ceased to be covered since they reached the statutory cap of Rs.21,000/- as wages.

(5)The petitioner and the Management signed several settlements and one such settlement was signed in 2019, wherein the health insurance of the workers was

provided for under clause [18]. Even in the settlement signed on 24.03.2023, the previous health insurance clause and the procedure adopted therein, was continued. As per the procedure agreed to between the Union and the Management, the Management paid the entire premium amount in advance, by adjusting the insurance amount of Rs.291/- per month payable by it to the workers towards health insurance and by recovering the balance from the wages of the workers in six installments. The Union states that the aforesaid practice was in vogue for the past several years and that the problem arose when the Management, tried to link the Health Insurance Scheme, with that of the engagement of apprentice under the National Apprenticeship Promotion Scheme [hereinafter referred to as 'NAPS'] to work in the Factory, as substitutes for workers who went on leave. While so, since the Management failed to provide for the Health Insurance Scheme, the workers went on strike. Mean while, the Union, vide letter dated 11.09.2025, informed the 3rd respondent about the dispute regarding the health insurance and engagement of apprentice through NAPS. The 3rd respondent, called both the parties for talks so as to resolve the issue and on the intervention of the 3rd respondent on 30.09.2025, the workers agreed to resume work. The Management on its part, also agreed not to take any disciplinary action and continue the status quo prevailing prior to 09.09.2025.

However, the Management against the Conciliation Officer's advice issued a notice imposing 8 day wage cut on 12.09.2025, for the alleged concerted act of illegal stay in strike/work stoppage from 10.09.2025, till 12.09.2025. The said notice was followed by another notice on 13.09.2025. The petitioner contended that the denial of health insurance which was extended for about 21 years and which became an integral part of the workers service condition was covered under Article 21 of the Constitution of India and therefore, it could be enforced even against non-state actor also. The Union, under the circumstances, filed the above writ petition for the aforesaid relief.

(6)The respondents filed a counter, as also an additional counter raising a preliminary objection on the maintainability of the writ petition. It was contended that a writ of mandamus cannot be issued to a private person and also that the Union had an efficacious alternate remedy under the Industrial Disputes Act. The respondents further contended that the respondents 1 and 2, being private employers, were not amenable to the writ jurisdiction of this Court. The respondents also contended that a writ of mandamus could be maintained only to enforce public and statutory duty and not otherwise. The respondents denied the contention of the Union that the action of the respondents in depriving Health Insurance Scheme to the Union, violated Article 21 of the Constitution of India.

The respondents further contended that the prayer in the writ petition involved disputed facts which required adjudication by way of pleadings and evidence and that such adjudication could not be made based on affidavits of parties and therefore, prayed that the writ petition be rejected.

(7)On the merits of the case, the respondents, referring to each of the allegations/averments made in the writ petition, denied the same and gave their own explanation in support of such denial. The respondents further contended that the writ petition was filed unjustly linking NAPS with the Health Insurance Scheme, while the fact remained that the withdrawal of the Health Insurance Scheme, was only because the workers failed to cooperate in production activities in violation of the terms of the Wage Settlement. The respondents contended that if the Union extended its utmost cooperation in the production activities, then it would consider advancing further amounts towards the health insurance. On the issue of wage-cut, the respondents submitted that the wage cut was imposed as per the Standing orders and by issuing proper notice and that the workers' own conduct on account of illegal strike, resulted in wage cut on the principles of "no work, no pay". The respondents also filed an additional counter enumerating various incidents of non-compliance of the settlement terms by the Union. It was contended that there was no legal obligation on its side to

extend the benefit of advance payment of premium, since it continued to pay the agreed sum of Rs.291/- towards health insurance. It was further contended that the respondents extended the benefit of paying the premium in advance in lump sum as a benevolent-cum-goodwill measure and that, due to the conduct of the Union's members, in not discharging their commitment under the Settlement, the benefit was withdrawn, for which the respondents could not be faulted. The respondents, therefore prayed for the dismissal of the writ petition.

(8)The Union filed a rejoinder, denying the contentions raised in the additional counter affidavit and further reiterating that wage cut was in violation of procedure envisaged under the Standing Orders and the Payment of Wages Act. The Union, therefore prayed that the writ petition was liable to be allowed.

(9)This Court heard the learned counsels appearing for the Union and the Management at length.

(10)Before adverting to the merits, this Court records that the reliefs relating to wage cut and NAPs are concededly not pressed, as the said issues are already pending before the Labour Conciliation Officer and the Union proposes to pursue its remedies before the authority in accordance with law.

(11)This Court further records that the prayer in the writ petition now stands confined to the claim of the workmen for health insurance as a facet of the right

guaranteed under Article 21 of the Constitution, the other grounds like customary right earlier urged, not being pressed. This Court, therefore does not deem it necessary to refer to the judgments relied on by the learned counsel for the petitioner reported in **1959 SCC Online 13 [Grahams Trading Company [India] Ltd Vs. Workmen]** and **1996 [6] SCC 275 [Lokmat Newspapers Pvt Ltd Vs. Shankar Prasad]** relating to customary right under ID Act. The aforesaid facts are referred only to highlight that the scope of the writ petition is considerably narrowed down to an enquiry as to whether the right of the workman to demand lump sum payment of premium for insurance coverage for its workmen is integral to right to life and liberty of the workman and as such, elevated to constitutional right under Article 21, and whether such right can be enforced against the respondents, who are non-State players.

(12)The issue in the writ petition relates to the Health Insurance Scheme, for non-ESI covered workmen. It is the Union's case that since the workers had come out of the ESI coverage, the health insurance through 4th respondent, was extended by the Management in lieu of the health insurance coverage which was hitherto available under the ESI Act and therefore, such health insurance became an integral part of their right to life and liberty under Article 21 of the Constitution of India.

(13)The respondents' case on the other hand, is that assuming that the Health Insurance Scheme is an integral part of Article 21 of the Constitution, the same is unenforceable against the respondents who are private players and not a State act. The contention of the respondents is that the Fundamental right guaranteed under Article 21 is enforceable only against the State and not against private players like the Management.

(14)The learned counsel for the petitioner relied on the judgment of the Hon'ble Supreme Court in ***1989 [2] SCC 691 [Andi Mukta Sadguru Shree Muktajee Vandas Swami Suvarna Jayanti Mahotsav Smarak Trust and Others Vs. V.R.Rudani and Others,*** in support of his submission that unlike in England, where the issue of prerogative writs is restricted by procedure, in India, the words *'any person or authority"* under Article 226, are not to be confined only to statutory authorities and instrumentalities of the State and that the same may cover any other person or body performing public duty. The learned counsel therefore submitted that though a writ of mandamus as such may not be issued, this Court is empowered to issue directions in the nature of a mandamus for enforcement of the petitioner's Fundamental Right to Life which includes health,, under Article 21 of the Constitution.

(15)The learned counsel for the petitioner also relied on the judgment of the

Hon'ble Supreme Court in ***Consumer Education and Research Centre and Others Vs. Union of India and Others [1995 [3] SCC 42],*** particularly, paragraphs No.24 and 25. Paragraphs No.24 and 25 read as follows:-

> ***"24.*** *The right to health to a worker is an integral facet of meaningful right to life, to have not only a meaningful existence but also robust health and vigour without which worker would lead life of misery. Lack of health denudes him of his livelihood. Compelling economic necessity to work in an industry exposed to health hazards due to indigence to bread-winning for himself and his dependants, should not be at the cost of the health and vigour of the workman. Facilities and opportunities, as enjoined in Article 38, should be provided to protect the health of the workman. Provision for medical test and treatment invigorates the health of the worker for higher production or efficient service. Continued treatment, while in service or after retirement is a moral, legal and constitutional concomitant duty of the employer and the State. Therefore, it must be held that the right to health and medical care is a fundamental right under Article 21 read with Articles 39(e), 41 and 43 of the Constitution and make the life of the workman meaningful and purposeful with dignity of person. Right to life includes protection of the health and strength of the worker and is a minimum requirement to enable a person to live with human dignity. The State, be it Union or State Government or an industry, public or private, is enjoined to take all such*

*actions which will promote health, strength and vigour of the workman during the period of employment and leisure and health even after retirement as basic essentials to live the life with health and happiness. The health and strength of the worker is an integral facet of right to life. Denial thereof denudes the workman the finer facets of life violating Article 21. The right to human dignity, development of personality, social protection, right to rest and leisure are fundamental human rights to a workman assured by the Charter of Human Rights, in the Preamble and Articles 38 and 39 of the Constitution. Facilities for medical care and health to prevent sickness ensures stable manpower for economic development and would generate devotion to duty and dedication to give the workers' best physically as well as mentally in production of goods or services. Health of the worker enables him to enjoy the fruits of his labour, keeping him physically fit and mentally alert for leading a successful life, economically, socially and culturally. Medical facilities to protect the health of the workers are, therefore, the fundamental and human rights to the workmen.*

***25.** Therefore, we hold that right to health, medical aid to protect the health and vigour of a worker while in service or post-retirement is a fundamental right under Article 21, read with Articles 39(e), 41, 43, 48-A and all related articles and fundamental human rights to make the life of the workman meaningful and purposeful with dignity of person."*

(16)The learned counsel referred to the aforesaid judgment and submitted that the medical facilities intended to protect the health of the workers, is therefore a Fundamental and human right of the workman. The learned counsel also relied on the following paragraphs in the judgment of the Hon'ble Supreme Court reported in ***1996 [2] SCC 682 [Kirloskar Brothers Ltd., Vs. Employees' State Insurance Corporation],*** in support of his submission that the health of a workman is covered under the expression "life" under Article 21 of the Constitution of India:-

> ***"8.*** *Health is thus a state of complete physical, mental and social well-being and right to health, therefore, is a fundamental and human right of the workmen. (SCC p. 464, para 32)*
>
> > *"The maintenance of health is a most imperative constitutional goal whose realisation requires interaction of many social and economic factors. Just and favourable condition of work implies to ensure safe and healthy working conditions to the workmen. The periodical medical treatment invigorates the health of the workmen and harnesses their human resources. Prevention of occupational disabilities generates devotion and dedication to duty and enthuses the workmen to render efficient service which is a valuable asset for greater productivity to the employer and national production to the State."*

.....

*10. In expanding economic activity in liberalised economy Part IV of the Constitution enjoins not only the State and its instrumentalities but even private industries to ensure safety to the workman and to provide facilities and opportunities for health and vigour of the workman assured in relevant provisions in Part IV which are integral part of right to equality under Article 14 and right to invigorated life under Article 21 which are fundamental rights to the workman. Interpretation of the provisions of the Act, therefore, must be read in the light of not only the objects of the Act but also the constitutional and fundamental and human rights referred to hereinbefore."*

(17)The learned counsel for the petitioner, relied on the judgment of the Hon'ble Supreme Court reported in ***2023 [4] SCC 1 [Kaushal Kishor Vs. State of Uttar Pradesh and Others],*** particularly, paragraph No.83, which reads as follows:-

***"83.*** *Thus, the answer to Question 2 is partly found in the nine-Judge Bench decision in K.S. Puttaswamy (Privacy-9 J.) [K.S. Puttaswamy (Privacy-9 J.) v. Union of India, (2017) 10 SCC 1] itself. We have seen from the line of judicial pronouncements listed above that after A.K. Gopalan v. State of Madras [A.K. Gopalan v. State of Madras, 1950 SCC 228 : AIR 1950 SC 27] lost its hold, this Court has expanded the*

*width of Article 21 in several areas such as health, environment, transportation, education and prisoner's life, etc. As Vivian Bose, J., put it in a poetic language in S. Krishnan v. State of Madras [S. Krishnan v. State of Madras, 1951 SCC 499 : AIR 1951 SC 301] : (S. Krishnan case [S. Krishnan v. State of Madras, 1951 SCC 499 : AIR 1951 SC 301] , SCC p. 524, para 63):*

> *"63. Brush aside for a moment the pettifogging of the law and forget for the nonce all the learned disputations about this and that, and "and" or "or";, or "may" and "must". Look past the mere verbiage of the words and penetrate deep into the heart and spirit of the Constitution."*
>
> *(emphasis supplied)*

*The original thinking of this Court that these rights can be enforced only against the State, changed over a period of time. The transformation was from "State" to "Authorities" to "instrumentalities of State" to "agency of the Government" to "impregnation with Governmental character" to "enjoyment of monopoly status conferred by State" to "deep and pervasive control" [Ramana Dayaram Shetty v. International Airport Authority of India, (1979) 3 SCC 489] to the "nature of the duties/functions performed" [Andi Mukta Sadguru Shree Muktajee Vandas Swami Suvarna Jayanti Mahotsav Smarak Trust v. V.R. Rudani, (1989) 2 SCC 691] . Therefore, we would answer Question 2 as follows:*

*"A fundamental right under Articles 19/21 can be enforced even against persons other than the State or its instrumentalities."*

(18)Relying on the aforesaid judgments, the learned counsel for the petitioner submitted that health and well being of a worker is a facet to the Fundamental Right to Life guaranteed under Article 21, and hence, could very well be enforced against non-State entities or private players.

(19)The learned counsel for the respondents fairly conceded that right to health is covered under Article 21. However, the learned counsel contended that assuming it is a facet of right to life, the same cannot be enforced against a purely private entity like the respondents herein. The learned counsel relied on the judgment reported in ***2005 [6] SCC 657 [Binny Limited Vs. Sadasivan and Others]***, in support of his contention that this Court, under Article 226, should not issue a mandamus or any direction against a private body which does not discharge any public or statutory duty. The learned counsel heavily relied on paragraphs No.2, 29 and 31 of the said judgment, which read as follows:-

> ***9.*** *The superior court's supervisory jurisdiction of judicial review is invoked by an aggrieved party in myriad cases. High Courts in India are empowered under Article 226 of the Constitution to exercise judicial review to correct administrative decisions and under this jurisdiction the High*

*Court can issue to any person or authority, any direction or order or writs for enforcement of any of the rights conferred by Part III or for any other purpose. The jurisdiction conferred on the High Court under Article 226 is very wide. However, it is an accepted principle that this is a public law remedy and it is available against a body or person performing a public law function. Before considering the scope and ambit of public law remedy in the light of certain English decisions, it is worthwhile to remember the words of Subba Rao, J. expressed in relation to the powers conferred on the High Court under Article 226 of the Constitution in Dwarkanath v. ITO [(1965) 3 SCR 536 : AIR 1966 SC 81] (SCR, pp. 540 G-541 A):*

> *"This article is couched in comprehensive phraseology and it ex facie confers a wide power on the High Courts to reach injustice wherever it is found. The Constitution designedly used a wide language in describing the nature of the power, the purpose for which and the person or authority against whom it can be exercised. It can issue writs in the nature of prerogative writs as understood in England; but the scope of those writs also is widened by the use of the expression 'nature', for the said expression does not equate the writs that can be issued in India with those in England, but only draws an analogy from them. That apart, High Courts can also issue directions, orders or writs other than the prerogative writs. It enables the High Court to mould the reliefs to meet the peculiar and complicated requirements of this country. Any attempt to equate the scope of the power of the High Court under Article 226 of the Constitution with that of the English courts to issue prerogative writs is to introduce the unnecessary procedural restrictions*

*grown over the years in a comparatively small country like England with a unitary from of Government into a vast country like India functioning under a federal structure. Such a construction defeats the purpose of the article itself."*

.....

*29.. Thus, it can be seen that a writ of mandamus or the remedy under Article 226 is pre-eminently a public law remedy and is not generally available as a remedy against private wrongs. It is used for enforcement of various rights of the public or to compel public/statutory authorities to discharge their duties and to act within their bounds. It may be used to do justice when there is wrongful exercise of power or a refusal to perform duties. This writ is admirably equipped to serve as a judicial control over administrative actions. This writ could also be issued against any private body or person, specially in view of the words used in Article 226 of the Constitution. However, the scope of mandamus is limited to enforcement of public duty. The scope of mandamus is determined by the nature of the duty to be enforced, rather than the identity of the authority against whom it is sought. If the private body is discharging a public function and the denial of any right is in connection with the public duty imposed on such body, the public law remedy can be enforced. The duty cast on the public body may be either statutory or otherwise and the source of such power is immaterial, but,*

*nevertheless, there must be the public law element in such action. Sometimes, it is difficult to distinguish between public law and private law remedies. According to Halsbury's Laws of England, 3rd Edn., Vol. 30, p. 682,*

> *"1317. A public authority is a body, not necessarily a county council, municipal corporation or other local authority, which has public or statutory duties to perform and which perform those duties and carries out its transactions for the benefit of the public and not for private profit."*

*There cannot be any general definition of public authority or public action. The facts of each case decide the point.*

*...*

*31. The decision of the employer in these two cases to terminate the services of their employees cannot be said to have any element of public policy. Their cases were purely governed by the contract of employment entered into between the employees and the employer. It is not appropriate to construe those contracts as opposed to the principles of public policy and thus void and illegal under Section 23 of the Contract Act. In contractual matters even in respect of public bodies, the principles of judicial review have got limited application. This was expressly stated by this Court in State of U.P. v. Bridge & Roof Co. (India) Ltd. [(1996) 6 SCC 22] and*

*also in Kerala SEB v. Kurien E. Kalathil [(2000) 6 SCC 293] . In the latter case, this Court reiterated that the interpretation and implementation of a clause in a contract cannot be the subject-matter of a writ petition. Whether the contract envisages actual payment or not is a question of construction of contract. If a term of a contract is violated, ordinarily, the remedy is not a writ petition under Article 226."*

(20)The learned counsel for the respondents, relying on the aforesaid paragraphs, submitted that in the absence of public or statutory duty imposed on the Management, no writ or directions could be issued to enforce a clause in a purely private contract. The learned counsel relied on the judgment of a Full Bench of this Court in the case of ***P.Pitchumani V. Management of Sri Chakra Tyres Ltd. and Another [2004 SCC Online Mad 420],*** in support of his submission that a writ for mandamus would not lie against a private Company. The Hon'ble Full Bench, referring to the judgment of the Hon'ble Supreme Court reported in ***1995 [5] SCC 75 [Rajasthan State Road Transport Corporation Vs. Krishna Kant],*** summarised the principles on the issue of jurisdiction. The Hon'ble Full Bench held as follows:-

*"...The latest on the point is the one decided by the Supreme Court in **VST Industries Ltd. Vs. VST Industries Workers' Union [2001] 1 SCC 298.** There a private Company was*

*running a canteen. The employees of the canteen were later entrusted to a contractor as the company could not run the canteen by itself. The question was whether the canteen employees had to be treated as the workmen of the company or of the contractor. The High Court held that the running of a canteen is a statutory obligation on the part of the company and as such, the employees had to be treated as that of the company and issued a writ as sought for. The matter ultimately landed in the Supreme Court. Even though the Supreme Court did not disturb the relief granted by the High Court, the High Court's finding on the amenability to the writ jurisdiction has been set aside. It has been held by the Supreme Court that the crucial factor for determining as to whether a company is amenable to writ jurisdiction or not depends as to whether a person, be it real person or a legal one, performs a public duty or not. It has been emphatically held by the Supreme Court that any matter touching upon the service condition of an employee is private to that employee or group of employees and cannot be termed as public duties so as to come within the domain of the public law remedy."*

(21)This Court has perused the judgments cited on either side. From the judgments cited on either side, what flows is that the right to health is a facet of right to life and a fundamental right under Article 21 of the Constitution of India. The issue

in the writ petition is not restricted to an enquiry on the nature of the right to health of a worker, but it is also regarding its enforceability against a private Management.

(22)Before progressing further, this Court would want to analyse the judgments relied on by the learned counsel for the petitioner. In the judgment reported in ***1989 [2] SCC 691 [Andi Mukta Sadguru Shree Muktajee Vandas Swami Suvarn Jayanti Mahotsav Smarak Trust and Others Vs. V.R.Rudani and Others],*** the question before the Court was whether the appellant/Management of the College which was a Trust registered under the Bombay Public Trust Act, was amenable to the writ jurisdiction of the High Court under Article 226. The Hon'ble Supreme Court, held that the appellant or Trust which was imparting education from public money received by the Government in the form of grant and which was bound by the statutory Rules and Regulations of the affiliating University, was not devoid of public character and hence, amenable to writ jurisdiction. In the context of the aforesaid facts, the Court held that the words used in the Constitution with regard to "any person" or "authority", could not be confined to statutory authorities and instrumentalities of the State, but would cover any other person or body performing public duty.

(23)The judgment of the Hon'ble Supreme Court of India reported in ***1995 [3] SCC***

***42 [Consumer Education and Research Centre and Others Vs. Union of India and Others],*** relied on by the learned counsel for the petitioner, relates to the workmen employed in Asbestos Industries, afflicted by asbestosis and other lung ailments. When a Public Interest Litigation was filed to espouse the cause of the workmen, the Hon'ble Supreme Court held that the right to health and medical aid to protect the health and vigour of a worker while in service or post retirement, is a fundamental right. In the view of this Court, the judgments have to be read in the factual scenario of cases. Moreover, the Public Interest Litigation in the said case, was filed under Article 32 of the Constitution and the directions issued therein were issued under Article 32 and Article 142 of the Constitution.

(24)The next judgment of the Hon'ble Supreme Court relied on by the learned counsel for the petitioner is ***Kirloskar Brothers Limited Vs. Employees State Insurance Corporation [1996 [2] SCC 682].*** In the aforesaid case, the issue for consideration before the Apex Court was, whether the Employees' State Insurance Act, 1948, would apply to the Regional Offices of the appellant/Company at Secundrabad in Andhra Pradesh and Bangalore in Karnataka. In the context of the issue raised, the Hon'ble Supreme Court held that the provisions of the Act, were to be read, not only with reference to the

objects of the Act, but also the Constitutional, Fundamental and human rights referred to therein. The said case, in the view of this Court, can aid the petitioner/Union only to the extent it declares health as a fundamental, human right.

(25)The next judgment relied on by the learned counsel is the judgment of the Apex Court reported in ***2023 [4] SCC 1 [Kaushal Kishor Vs. State of Uttar Pradesh and Others].*** In the aforesaid judgment, the issue was whether restrictions could be placed on the right to free speech and whether the restrictions on grounds other than those found in Article 19[2], could be imposed. On the basis of this, foundational question, the other issues were framed including the issue whether a fundamental right under Articles 19 and 21 of the Constitution, could be enforced against players other than the States or its instrumentalities. In the context of the right to free speech and the restrictions on such right, the Apex Court held that the Fundamental Rights under Articles 19 and 21, could be enforced against person other than the States or its instrumentalities. In the view of this Court, the said statement of law that Fundamental Rights could be enforced even against persons other than States or its instrumentalities, should be read in the context of the issues raised before the Court, not in isolation and as including every situation not contemplated therein. This Court, at this point

would like to refer to the judgment of the Hon'ble Supreme Court in ***Padma Sundara Rao [Dead] and Others Vs. State of Tamil Nadu and Others [2002 [3] SCC 533].*** The Apex Court, in paragraph No.9 of the Constitution Bench judgment, sounded a word of caution as follows:-

> ***"9.*** *Courts should not place reliance on decisions without discussing as to how the factual situation fits in with the fact situation of the decision on which reliance is placed. There is always peril in treating the words of a speech or judgment as though they are words in a legislative enactment, and it is to be remembered that judicial utterances are made in the setting of the facts of a particular case, said Lord Morris in Herrington v. British Railways Board [(1972) 2 WLR 537 : 1972 AC 877 (HL) [Sub nom British Railways Board v. Herrington, (1972) 1 All ER 749 (HL)]] . Circumstantial flexibility, one additional or different fact may make a world of difference between conclusions in two cases."*

(26)From the aforesaid discussions, this Court has no hesitation in holding that the right to health is not only a constitutional right, but a basic human right. As already stated, the issue is not of the right alone, but one of its enforcement also.

(27)Article 226 of the Constitution of India reads as follows:-

***226. Power of High Courts to issue certain writs***

(1)*Notwithstanding anything in article 32 every High Court shall have powers, throughout the territories in relation to which it exercise jurisdiction, to issue to any person or authority, including in appropriate cases, any Government, within those territories directions, orders or writs, including writs in the nature of habeas corpus, mandamus, prohibition, quo warrantor and certiorari, or any of them, for the enforcement of any of the rights conferred by Part III and for any other purpose.*

*[(1-A) The power conferred by clause (1) to issue directions, orders or writs to any Government, authority or person may also be exercised by any High Court exercising jurisdiction in relation to the territories within which the cause of action, wholly or in part, arises for the exercise of such power, notwithstanding that the seat of such Government or authority or the residence of such person is not within those territories."; was inserted after 15th Amendment]*

*(2)The power conferred by clause (1) to issue directions, orders or writs to any Government, authority or person may also be exercised by any High Court exercising jurisdiction in relation to the territories within which the cause of action, wholly or in part, arises for the exercise of such power, notwithstanding that the scat of such Government or authority*

*or the residence of such person is not within those territories.*

*(3)Where any party against whom an interim order, whether by way of injunction or stay or in any other manner, is made on, or in any proceedings relating to, a petition under clause (1), without-*

*(a)furnishing to such party copies of such petition and all documents in support of the plea for such interim order; and*

*(b)giving such party an opportunity of being heard, makes an application to the High Court for the vacation of such order and furnishes a copy of such application to the party in whose favour such order has been made or the counsel of such party, the High Court shall dispose of the application within a period of two weeks from the date on which it is received or from the date on which the copy of such application is so furnished, whichever is later, or where the High Court is closed on the last day of that period, before the expiry of the next day afterwards on which the High Court is open; and if the application is not so disposed of, the interim order shall, on the expiry of that period, or, as the case may be, the expiry of the said next day, stand vacated.*

*(4)The power conferred on a High Court by this article shall not be in derogation of the power conferred on the Supreme Court by clause (2) of article 32."*

(28)In the said Article, the power of High Courts to issue certain writs has been enumerated. In Clause [2] of the Article, the power conferred by Clause [1], relating to the issue of the writs for enforcement of the rights conferred under Part III for any other purpose, by a High Court, is not restricted to Government or authority, but to person also. At this juncture, it would be relevant to reiterate that the learned counsel for the petitioner fairly conceded that though the prayer in the writ petition is for a mandamus, the petitioner restricts the relief to the issuance of a direction only.

(29)It is to be seen if even a direction can be issued by this Court against the respondents for enforcement of the Fundamental Right under Article 21 of the Constitution. In the view of this Court, the remedy under Article 226 of the Constitution is a public law remedy and the writs or direction in the nature of a writ, can be issued only to a public authority which is imposed with public or statutory duties. Therefore, the term "person" referred to in Article 226, cannot be generalised to the extent of including a purely private entity with no public or statutory duty imposed on it. The person that is referred to in Article 226, in the view of this Court, should be a person or body acting in the realm of public law or having some public element. Even though the Constitutional Courts have, over the time, adopted a liberal and purposive approach while examining the

range of authorities or persons against whom the fundamental rights could be enforced the settled and undiluted legal position assumes that such enforcement is ordinarily confined to the State and its instrumentalities or bodies and persons discharging public or statutory duties within the meaning of Article 12. The Apex Court has consistently held that a private body does not become amenable to writ jurisdiction merely because it is subject to regulatory measures and unless it is functionally, financially and administratively dominated by the State. The Apex Court also held that writs can be issued against private entities, however, such jurisdiction would be limited to enforcing public duties and cannot be invoked to resolve purely private or contractual disputes. Thus, notwithstanding the expanded judicial jurisprudence on the enforceability of the fundamental rights against non-State actors, this Court is of the considered view that such extension has been confined to entities and persons who bear a public character, are imbued with statutory flavour, or entrusted with discharge of public or quasi public functions. The Constitutional mandate was never intended to be stretched to purely private commercial dealings, where no element of public duty, statutory obligation or public law element is shown.

(30)Useful reference in this regard, can be made to the following judgment of the Hon'ble Supreme Court.

(31)The Hon'ble Supreme Court, in the judgment in ***2003 [10] SCC 733 [Federal Bank Limited Vs. Sagar Thomas and Others],*** while considering the maintainability of the writ petition against a Company, not being a Company incorporated under the Companies Act, 1956, held that writ will not be issued where there may not be any non-compliance or violation of statutory provision by a private body. The Hon'ble Supreme Court, in paragraph No.18, held as follows:-

> *"18.From the decisions referred to above, the position that emerges is that a writ petition under Article 226 of the Constitution of India may be maintainable against [i]the State [Government] ; [ii]an authority ; [iii]a statutory body ; [iv] an instrumentality or agency of the State ; [v] a company which is financed and owned by the State ; [vi]a private body run substantially on State funding ; [vii]a private body discharging public duty or positive obligation of public nature ; and [viii] a person or a body under liability to discharge any function under any statute, to compel it to perform such a statutory function."*

(32)So also, in paragraph No.27, the Hon'ble Supreme Court held as follows:-

> ***"27.*** *Such private companies would normally not be amenable to the writ jurisdiction under Article 226 of the*

*Constitution. But in certain circumstances a writ may issue to such private bodies or persons as there may be statutes which need to be complied with by all concerned including the private companies. For example, there are certain legislations like the Industrial Disputes Act, the Minimum Wages Act, the Factories Act or for maintaining proper environment, say the Air (Prevention and Control of Pollution) Act, 1981 or the Water (Prevention and Control of Pollution) Act, 1974 etc. or statutes of the like nature which fasten certain duties and responsibilities statutorily upon such private bodies which they are bound to comply with. If they violate such a statutory provision a writ would certainly be issued for compliance with those provisions. For instance, if a private employer dispenses with the service of its employee in violation of the provisions contained under the Industrial Disputes Act, in innumerable cases the High Court interfered and has issued the writ to the private bodies and the companies in that regard. But the difficulty in issuing a writ may arise where there may not be any non-compliance with or violation of any statutory provision by the private body. In that event a writ may not be issued at all. Other remedies, as may be available, may have to be resorted to."*

(33)The Hon'ble Supreme Court unequivocally held that where there is no non-

compliance or violation of statutory provision by a private body, the writ may not be issued at all and that, other available remedies have to be resorted to.

(34)In the judgment reported in ***2010 [8] SCC 329 [Shalini Shyam Shetty and Another Vs. Rajendra Shankar Patil],*** the Hon'ble Supreme Court, while referring to the maintainability of the writ petition under Article 226 and Article 12, held that the private person is amenable to the writ jurisdiction only if he/she is engaged with a statutory authority or only if he / she discharges any official duty. The Hon'ble Supreme Court, in paragraph No.51, held as follows:-

> ***"51.*** *It is well settled that a writ petition is a remedy in public law which may be filed by any person but the main respondent should be either the Government, governmental agencies or a State or instrumentalities of a State within the meaning of Article 12. Private individuals cannot be equated with State or instrumentalities of the State. All the respondents in a writ petition cannot be private parties. But private parties acting in collusion with State can be respondents in a writ petition. Under the phraseology of Article 226, High Court can issue writ to any person, but the person against whom writ will be issued must have some statutory or public duty to perform."*

(35)The Hon'ble Supreme Court, in the said judgment also clarified that the High Court can issue writ to any person, but the person against whom writs could be

issued, must have some statutory or public duty to perform.

(36)Applying the aforesaid dicta to the facts of the case, it is to be examined, if the dispute hereunder falls within the public duty/function or statutory duty/function. The issue raised in the present writ petition, relates to non-payment of insurance premium in accordnce with the settlements and agreements. Admittedly, the workers are non-ESI covered employees. Therefore, no statutory obligation is cast on the respondents to cover the health insurance of the workers. Further, the 2nd respondent/Management is a purely private commercial entity, engaged in the manufacture and sale of rubber tyres for profit. Since there was no statutory obligation on the 2nd respondent/Management to cover the health insurance of the workers, the Union as well as the Management used to enter into settlements and agreements for the purpose of covering the health insurance of the workers. The Union and the Management used to enter into wage settlements which were valid for three years. The last of the settlements expired on 31.01.2023, and therefore, a fresh settlement was signed on 24.03.2023, which is valid till 31.01.2027.

(37)Clause 18 of the Wage Settlement provided for hospitalization insurance. The said clause reads as follows:-

> *"**18.Hospitalization and Insurance:-***
>
> *As enumerated in the settlement dated 07.07.2009, Management contribution will be Rs.300/- per month per*

*workman under the Health Insurance Scheme applicable to Non ESI workmen towards premium for Hospitalization Insurance Scheme.*

*Subsequent to the settlement dated 07.07.2009, a MOU was signed on 22.07.2009 and agreed by both parties that Management contribution of Rs.300/- per month per workman is reduced to Rs.291/- [Rupees Two Hundred and Ninety One only] under the Health Insurance Scheme applicable to Non-ESI workmen towards premium for Hospitalization Insurance Scheme. The remaining amount of Rs.9/- [Rupees Nine only] was paid along with incentive every month will continue and remain unaltered.*

*The existing provision of Management's contirbution under the Health Insurance Scheme applicable to Non-ESI workmen towards premium for Hospitalization Insurance Scheme will continue to be paid at Rs.291/- [Rupees Two Hundred and Ninety One only] per month per workman."*

(38)As per the aforesaid clause of the settlement, the Management's contribution under the Health Insurance Scheme to Non-ESI workmen towards premium for Hospitalization Insurance, was fixed at Rs.291/- per month per workman. In other words, under the said Settlement, the Management not only agreed to pay the entire amount of Rs.291/- per month per workman towards Hospitalization Insurance in advance, but also, to cover the shortfall towards the insurance

premium subject to its recovery in six months. In the aforesaid Memorandum of Settlement, it was clearly stated that the arrangement would not be used as a precedent in future years. The Management contrary to the settlements and agreements, refused to pay the health insurance premium and so, the Union raised a dispute regarding health insurance before the Labour Conciliation Officer, on 11.09.2025 and 14.09.2025. However, during the pendency of the writ petition, on 27.10.2025, the Union submitted a letter to the Conciliation Officer, that it proposed to settle the matter before the High Court. Thereafter, on 11.11.2025, the Labour Conciliation Officer, issued a notice to the Union calling for a meeting on 18.11.2025. These facts are referred only to point out that a dispute was already raised before the Labour Conciliation Officer by the Union. It is pertinent to note that there is no legal obligation on the Management, to provide for health insurance of the workers not covered by the ESI Act. Admittedly, the workers in question are employees falling beyond the wage restriction of Rs.21,000/- under the ESI Act. In the absence of any statutory obligation, the 2nd respondent/Management cannot be compelled to enter into a settlement for payment of premium towards health insurance policy of the Union and therefore, the remedy for the petitioner/Union, in the absence of any statutory obligation on the respondents, is to agitate the issue under the

Industrial Disputes Act and not by way of a writ.

(39)The petitioner has to be relegated to the remedy under the ID Act, or under the civil proceedings, not on the ground of alternate remedy, but because the direction as prayed for, cannot be issued against the Management in the writ proceedings even though it is filed for enforcement of fundamental right to health covered by Article 21 of the Constitution. Moreover, when disputed questions of fact have to be traversed, it has always been found prudent to relegate the parties to appropriate Forum to settle their disputes as the remedy under Article 226 is considered to be inappropriate and insufficient.

(40)In view of the above discussions, this Court concludes that even though indisputably, the workers of the petitioner/Union have a fundamental right to good health, the said fundamental right can be enforced only against the State and its authorities and not against a purely private person, like the 2nd respondent/Management herein.

(41)This Court has already found that no positive directions can be issued to the respondents. Nevertheless, without expressing any opinion on the merits of the dispute, and with a view to fostering industrial harmony, this Court considers it appropriate to observe that the respondents may consider paying the lump sum premium for the current year by adjusting the amounts against the advance of

Rs.291/- to be paid to the workmen and recovering the balance, from their salary as a goodwill measure, pending resolution of the dispute before the Labour Conciliation Officer. The Labour Conciliation Officer, before whom the dispute is pending, with regard to all the three issues, is directed to expedite the conciliation proceedings.

(42)With the above observations and directions, the writ petition is **dismissed.** No costs. Consequently, connected miscellaneous petitions are closed.

18.12.2025

AP
Index : Yes
Internet: Yes
NCC : Yes

To

1.The Managing Director,
Management of MRF Limited
Reg.Ofice No.114, Greams Road
Chennai 600 006.

2.Plant Head, Tiruvottiyur Pland
MRF Limited, TVH Road,
Tiruvottiyur, Chennai 600 019.

3.Assistant Commissioner of Labour-Conciliation
DMS Campus, Anna Salai, Teynampet,
Chennai 600 006.

4.The Oriental Insurance Company Limited
Corporate Office, G+4 Floors, Plate A,
Office Block-4, NBCC Office Complex

Kidwai Nagar East, New Delhi 110023.

**N.MALA, J.,**

**AP**

**Order in**

**WP.No.38081/2025**

**18.12.2025**