A Critique of Available Remedies for Industrial Disputes Arising out of COVID-19: A Comparative Analysis

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Abstract- The recent pandemic due to COVID-19 has affected the whole world at large. Aside from the obvious health issues arising from COVID-19, there is also another less obvious issue; unemployment. Sri Lanka initiated curfews on 20th March 2020, a week after the first confirmed patient was discovered. This was followed by almost two months of continuous curfews, with the announcement of businesses partially re-opening close to mid-May. This clearly amounts to almost two entire months that businesses in Sri Lanka were not allowed to operate, except those deemed essential commodities. This has resulted in a vast array of Industrial Disputes. A key example would be workers being laid off in many businesses, simply because there is no revenue to pay salaries. This work is a doctrinal and library research of a qualitative nature, and, shall consider the just and equitable remedying of Industrial Disputes arising out of COVID-19, as an unforeseeable circumstance. Therefore, the goals of this work are, firstly; to verify whether the ADR methods award more just and equitable reliefs rather than general courts. Secondly, to discover whether the ADR methods are the sole alternative to address the aforementioned issue. An important question to answer in this context is whether the ADR methods prescribed by the Industrial Disputes Act No. 43 of 1950, namely Labour Tribunals ("LT"), Industrial Courts ("IC") and Arbitration continue to fulfil the aforesaid purposearisingfromunforeseeable circumstances. The authors firmly believe that the yield of this work will be instrumental for responsible policy-making authorities to better discern the best legal approach to remedy labour disputes arising out of similar unforeseen circumstances in the future.

Keywords- Contract of Employment, Unforeseeable Circumstances, Industrial Disputes, COVID-19, Emergency Regulations

INTRODUCTION

With the drastic loss of businesses, many employers were forced to cull their workforce to significantly lesser numbers in order to meet quarantine standards as well as ensure that the business makes ends meet.

With this aforementioned situation, many industrial disputes ("ID") arose, and continue to arise, which fall within the definition of an ID given within the Industrial Disputes Act (Industrial Disputes Act No. 43 of 1950) (hereafter "IDA").

The justifications for the restriction of this work purely to industrial disputes which occur due to unforeseeable circumstances arising from COVID-19 are as follows; firstly, it being the latest such unforeseeable circumstance to affect Sri Lanka on a nationwide level. Secondly, the global impact of the said pandemic. Thirdly, the implicationsandimpactsofCOVID-19 particularly to industries on a global scale. Fourthly, the extended duration of inability to perform industrial functions due to the said pandemic. Fifthly, the primary as well as secondary effects of industrial breakdowns arising from COVID-19.

This work shall analyse the IDR processes within the IDA, namely LT, IC and Arbitration, in contrast to the ordinary litigation processes of Sri Lanka with the ultimate objective of discovery/ settling the question of whether the IDR processes are competent to grant equitable reliefarisingduetounforeseeable circumstances, namely grievances arising due to COVID-19 in contrast to the ordinary litigation process of SL.

Therefore, the goals of this work are, firstly; whether the Alternative Dispute Resolution ("ADR") methods award more just and equitable reliefs rather than general courts. Secondly, to discover whether the ADR methods arethesolealternativetoaddressthe aforementioned issue.

It is noteworthy that although this work addressed the presumption that the IDR process awards greater justice and equity in comparison to ordinary litigation within the initial portion, it is a necessity to examine whether in the present context, the aforementioned presumption prevails true. Furthermore, in the event that the aforementioned presumption is disproved, this work tests whether an alternative method exist, which is capable enough to cater for resolution of an industrial dispute with justice and equity in light of the present context, namely industrial disputes occurring due to unforeseen circumstances arising out of COVID-19.

Research Problem

Whether the IC, LT and Arbitration processes are competent to remedy industrial disputes arising due to unforeseeable circumstances; namely grievances due to COVID-19, in contrast to the ordinary judicial process?

THE SITUATION OF THE ORDINARY COURTS IN RELATION TO INDUSTRIAL DISPUTES DURING THE COVID-19 PANDEMIC TIME

The ordinary courts are bound to a great extent to apply positivistic approaches to legal issues. In this context, if a valid contract exists between the parties of the dispute, the ordinary courts would be compelled to follow such contract.

As mentioned above, the COVID-19 pandemic has left many employees incapable of performing the obligations under the contract of service. However, the pursuance of litigation by an employee for an industrial dispute carries the risk of void of contract via frustration. The effect of frustration is to discharge the parties from all future obligations (Is your contract frustrated2020).

A frustration of a contract was defined within Davis Contractors Ltd v. Fareham Urban District Council. The facts of this judgement are, in brief, that the appellants contracted to build houses for the respondents. However, due to the shortage in labour and material (due to the Suez Canal conflict in which the UK was involved) the contract took longer to complete, as well as being more expensive than that anticipated within the aforesaid contract. The court held that the contract was not frustrated, since the fact that a contract becomes difficult to perform is not sufficient to prove frustration (Davis Contractors Ltd v. Fareham Urban District Council, [1956]).

It was declared in the aforesaid judgement that "frustration occurs whenever the law recognises that without default of either party a contractual obligation has become incapable of being performed because the circumstances in which performance is called for would render it a thing radically different from that which was undertaken by the contract" (Ellis, 2020). In essence, from the point of view of the party moving for frustration; Non haec in foedera veni; 'it was not this that I promised to do' (Davis Contractors Ltd v Fareham Urban District Council: HL 19 Apr 1956 - swarb.co.uk, 2019).

The central aspect of this principle is what constitutes'radicallydifferent'.Inthe aforementionedjudgement,LordReid determined the test of 'radically different' to be considered as follows; the contract must change in the obligation undertaken to the extent that the performance is different from the obligation contracted for, and contain a significant change in circumstances of performance (Ellis, 2020).

The danger this causes is the result of a frustration of contract; if frustration of contract is proved before courts, the contract of service of an employee could potentially be terminated, which is the opposite of the outcome that the employee seeks by pursuing litigation (to preserve the contract of service).

The relationship between an employer and employee contains a vast power difference, in which the employee holds significantly less power than the employer (bargaining power). In addition to this, the situation generated by unforeseen circumstances such as COVID-19 increase this power gap, by which the employee is in some instances unable to perform his contractual obligations. In this context, if the employee was to seek remedy for an ID via the ordinary judicial process, the ordinary courts, by the threat of frustration of contract, pressurise the employee even more than the contract of service already does. This significantly reduces the chance of the employee obtaining relief which is due, and is clearly a significant restriction to the goal of achieving justice and equity.

It is therefore clear that an employee with a valid contract of service is not likely to be successful in obtaining a just and equitable remedy via the ordinary courts of the land, especially in unforeseen circumstances such as COVID-19. Therefore, this work will now address the assurances within the IDR mechanism, which greatly increase the ability of just and equitable relief, in contrast to the aforementioned litigation method.

THE USE OF JUST AND EQUITABLE PRINCIPLES WITHIN THE INDUSTRIAL DISPUTE RESOLUTION PROCESS TO MITIGATE THE RIGIDITY OF THE ORDINARY LITIGATION, IN RELATION TO COVID-19 SITUATION

THE MINISTER'S ROLE AND ITS EQUITABLE NATURE

The reference to compulsory arbitration by the minister is a decision subject to administrative discretion. This is evident in the wording of Section 4(1) ["the minister may..."]. This would entail that if the minister is of the opinion that the parties are capable of settling the dispute via conciliation, without a lengthy arbitration process, this discretion may enable him to allow them to do so.

In Aislaby Estate v Weerasekara case, it was held that, should the minister, at a later date, decide that a certain industrial dispute should be referred to arbitration, he may do so. It was held further that the mere fact that he has refused to exercise his power does not mean that he has exhausted his power for a later stage (Aislaby Estate v Weerasekara, [1973]).

It was again held in Wimalasena v Navaratne & Two Others that the minister also has power to refer a dispute for settlement even though an inquiry was pending in the Labour Tribunal for the same dispute (Wimalasena v Navaratne & Two Others, [1979]).

Upon analysis of the above powers of the Minster of Labour, it may seem that he has a considerable power to interfere in the industrial dispute settlement process. However, he is bound to do so within the constraints of justice and equity. This is especially applicable to the plethora of ID arising out of the COVID-19 crisis.The aforementioned crisis has resulted in large numbers of persons aggrieved from similar situations. In this situation, the Minister is bestowed with the unique ability to use aforementioned discretion to streamline the process (e.g. where feasible, refer parties to conciliation) and prevent congestion of the both the IDR process and court logs.

Therefore, it can be said that, the ultimate goal of just and equitable principles is better facilitated by the powers of the Minister.

JUSTICE AND EQUITY IN ARBITRATION

Section 3(1) (d) of the IDA[1] states that the Commissioner of Labour is empowered to refer any dispute of an industrial nature for

[1] "if the parties to the industrial dispute or their representative consent, refer that dispute, by an order in writing, for settlement by arbitration to an arbitrator nominated jointly by such parties or representatives, or in the absence of such nomination, to an arbitrator or body of arbitrators appointed by the Commissioner or to a labour tribunal".

settlement via arbitration (Industrial Disputes Act No. 43 of 1950). Section 4(1) of the IDA[2] details the power vested in the Minister of Labour to refer any dispute to an arbitrator or labour tribunal (ibid).

There is a significant difference between the two forms of arbitration. Regarding compulsory Arbitration, it is noteworthy that parties of a dispute can only be entered into compulsory arbitration by the Minister's authority only if there is a dispute actually existing, and not for additional matters apprehended by the Minister to be resolved. In the context of a crisis such as COVID-19, as well as proximity of the election, the Minister is left considerably vulnerable to influences.However,concernoversuch influencesisunfounded,sincethe aforementioned distinction acts as a barrier to creating imagined disputes/ disputes fabricated with ulterior motives, and thereby ensure justice and equity.

It is noteworthy that the role of arbitrators is not identical to that of judges of the ordinary courts. The arbitrators will inevitably use their own inherent beliefs of justice in line with their own morality in giving awards. Such humane and moral consideration is especially vital in resolving ID arising from unforeseen circumstances such as COVID-19. Therefore, they can go beyond established legal principles and common law principles used in the ordinary courts of Sri Lanka to give more just and equitable awards, compared to the rigid and positivistic approaches used by common law, as per the present line of argument of this work.

JUSTICE AND EQUITY IN LABOUR TRIBUNALS

A specialty of a labour tribunal is their power to grant relief to a workman beyond the agreed terms of a contract he/she has entered[3] (Industrial Disputes Act No. 43 of 1950). This becomes a specialty when considered in light of the fact that the ordinary courts can only enforce existing legal and contractual obligations and rights and duties, unless such terms are determined by the court to be harsh and unreasonable.

Therefore, although the ordinary courts are restricted to consider equitable principles only in the event that the terms of a contract are harsh and unreasonable, the LT is kept free from such restrictions, and can better consider the point of view of the workman in order to grant relief that best meets equitable principles required in a crisis such as COVID-19.

Another special attribute is the binding upon the LT to hear every material in question. Failure to do so will be considered an error in law. Furthermore, the LTs are bound to make all inquiries and hear all evidence as they consider necessary[4] (Industrial Disputes Act No. 43 of 1950). This duty of the LT raises an issue as to whether the labour tribunals are in fact a judicial body. It has been established by both Walker Sons and Company Ltd v Fry[5] and U.C. Panadura v Cooray[6] that although an employee's plea must be heard by a LT with sympathy and understanding, the tribunal must nevertheless act judicially (Walker Sons and Company Ltd v Fry, [1967]) (U.C. Panadura v Cooray, [1971]). This is a stark contrast between ordinary courts and the LT, the ordinary courts employ a purely positivistic approach, but the LT remains free to consider other aspects such as sympathy and understanding for the grievances, especially in situations such as the COVID-19 crisis, wherein it is necessary to place heavy emphasis on humanity and morality, instead of positivistic approaches.

[2] "the Minister may, if he is of the opinion that an industrial dispute is a minor dispute, refer it, by an order in writing, for settlement by arbitration to an arbitrator appointed by the Minister or to a labour tribunal, notwithstanding that the parties to such dispute or their representatives do not consent to such reference".

[3] Section 31B(4), Industrial Disputes Act No. 43 of 1950 (as amended)

[4] Section 31C(1), Industrial Disputes Act No. 43 of 1950

[5](1967) 70 N.L.R 71

[6](1971) 66 N.L.R. 14

JUSTICE AND EQUITY IN INDUSTRIAL COURTS

There is a stark contrast between the ordinary courts and the IC in terms of the ability to refuse a hearing, and lack thereof, respectively. This was addressed in the judgement of The Shell Company of Ceylon Ltd V. H. D. Perera[7], wherein it was held that the Industrial Court has no inherent absolute jurisdiction due to the fact that it derives its jurisdiction from the order of reference made by the government (through the minister) and therefore it does not have the power to ignore the order of reference (The Shell Company of Ceylon Ltd V. H. D. Perera).

It is clear that if those who hear a dispute are also vested with the ability to refuse a hearing for a dispute, the objective of justice and equity is defeated. This is apparent, for an example, within the Supreme Court. According to the Constitution of Sri Lanka[8], the SC has the aforementioned power to refuse a hearing for a breach (or imminent breach) of fundamental rights occurring within an industrial dispute arising out of COVID-19, if the 30-day limit from the date of knowledge of the breach (or imminent breach) is exceeded (Constitution of the Democratic Socialist Republic of Sri Lanka). In such an instance, the aggrieved party simply loses the ability to have it grievances heard and remedied. If the IC is also permitted to determine whether the dispute is heard, the aforementioned goal of justice and equity is once again perished. It can be said that the LT, IC and Arbitral Tribunals are in existence purely to prevent the possibility of a miscarriage of justice and equity mentioned above (if LT, IC or Arbitration were also empowered to refuse a hearing similarly to the ordinary courts, there would in fact be no use for them). Therefore, the judgement in The Shell Company of Ceylon Ltd V. H. D. Perera, aligns with the above argument to meet the ends of justice and equity. Therefore, another assurance of justice and equity is present to the parties of an industrial dispute. In thecontextoftheCOVID-19crisis,the aforementioned ability to refuse a hearing is a risk run by parties which are aggrieved by industrial disputes.

However, the inability of IC to refuse as aforementioned, ensures the performance of justice.

One of the most significant is the fact that an award by an IC cannot be repudiated. It is possible for any party to apply to the minister to set the award aside or replace it with a modification of terms and conditions[9] (Industrial Disputes Act No.43 of 1950). However, once the minister receives such an appeal, he can only refer it again to another (new) IC for consideration.

The revisionary jurisdiction of the IC in the above aspect is very much limited. The IC has 4 options in such a situation[10]. It may either confirm the award, set aside the award, replace the award with another, or modify the award to better reflect the principles of justice and equity (Industrial Disputes Act No. 43 of 1950).

What is worthy of recognition herein is the fact that the minister has no arbitrary power or right to affect the decision of an IC. The most he could do is to, in a way, request the IC to re-consider the decision. This is an important step in the process, and it ensures to a great extent that justice and equity is carried out in the ICs. The option to re-consider is a benefit for the offended party to seek equity, and uses the principle 'those who ask for equity must have acted equitably'. This is evident in the context of COVID-19; an employee who is ideally to be present at his place of employment cannot be reasonably expected to violate the curfew rules by being present at his place of employment. Therefore, he has in fact acted equitably as per his contract of employment in this particular

[7] 70 N.L.R. 108
[8] Article 126 (2), Constitution of the Democratic Socialist Republic of Sri Lanka
[9] Section 27, Industrial Disputes Act No.43 of 1950
[10] Section 28(1), Industrial Disputes Act No. 43 of 1950

situation, even if the only equitable act expected is to do absolutely nothing.

IN FACT: THE LIKELYHOOD OF IDR BEING IMPRACTICAL IN THE PRESENT CONTEXT

The aforementioned facts present that the IDR methods are in fact favourable in comparison to the ordinary litigation process, in consideration of the particulars of the issue. However, due the pressing need of circumstances, it is possible that the IDR, once again, may not be the ideal solution to further cater for practical issues arising, in terms of labour disputes, from the COVID-19 situation.

Individual analysis of each such dispute would result in a significantly longer period of time for parties to obtain relief, in such an unforeseeable situation. For example, as aforementioned under 4.1, the equitable role of the Minster, although commendable, is not the optimum solution to the issue due to the overburdening of the Ministry by reference of such disputes.

Although the role of the Minster in the IDR process, as well as the powers and mechanisms of the LT, IC and Arbitration proceedings would ordinarily greatly increase the ability to gain just and equitable relief, it is possible that the sheer volume of such ID due to the unforeseen circumstances arising out of the COVID-19 pandemic, the time taken for each and every aggrieved party to obtain just and equitable relief would increase by tremendous amounts.

The arbitration process is such that certain facts which would be inadmissible in ordinary litigation are admissible in an arbitration proceeding[11] (Allen, n.d.). Therefore, although such rules of evidence would greatly increase the possibility of equity, the requirement of scrupulous examination of a comparatively greater amount of evidence would greatly lengthen the arbitration process, which would once again contribute to the impracticality of the arbitration process, especially in light of the special circumstance arising out of the COVID-19 pandemic.

In such a situation, the saturation of the IDR process would render it unable to fulfil the goals of justice and equity in an ideal manner. Therefore, this work argues that the alternative methods addressed hereafter would present the ideal solutions to the objective of fulfilling the principles of justice and equity in the resolution ofIDoccurringduetounforeseeable circumstances such as COVID-19.

ALTERNATIVE SOLUTIONS OTHER THAN IDR AND OC TO ISSUES DUE TO UNFORSEEABLE CIRCUMSTANCES CREATED BY COVID-19

As aforementioned, there is a clear potential for a lack of proper equity by the ordinary courts due to its positivistic limitations, in the context oftheaforementionedsituationof unforeseeable circumstances. It is also clear by the arguments raised above that the IDR methods are one remedy to the issue, as it was seemingly intended by the IDA. However, there is another potential remedy for the situation, and one that carries a greater assurance of equity to those aggrieved by such unforeseeable circumstances. That potential remedy is simply to enact legislation which would remedy the issue. However, as addressed hereafter, this raises an issue as to whether enactment of a new legislation is a practical approach.

THE RIGORS OF ENACTING LEGISLATION TO REMEDYTHESITUATIONUSINGTHE ORDINARYPROCESSOFLEGISLATIVE ENACTMENT

The ordinary legislative process for an enactment of an Ordinary Bill, followed by the Legislature of SL, is briefly as follows;

After 14 days from the date of publication of the Bill in the Gazette[12] (Constitution of the Democratic Socialist Republic of Sri Lanka), a Bill is placed in the Order Paper for the First

[11] R. Clayton Allen, 'Arbitration: Advantages and Disadvantages' (Allen & Allen) < https://www.allenandallen.com/arbitration-advantages-asnd-disadvantages/#:~:text=in%20your%20browser.-,Disadvantages%20of%20Arbitration,is%20an%20erroneous%20arbitration%20decision.> accessed 2 July 2020

[12] Article 18, Constitution of the Democratic Socialist Republic of Sri Lanka, 1978

Reading. After the Bill is introduced, it is printed by Parliament and referred to a sectoral oversight committee[13] (Parliament of Sri Lanka, n.d.). This is followed by the Second Reading, within seven days from the aforementioned Fist Reading. A debate shall be conducted on the Bill[14] (Parliament of Sri Lanka, n.d.) at the end of which the Bill shall be passed by a vote[15] (Parliament of Sri Lanka, n.d.).. At this stage, the bill shall be referred to a committee of the whole Parliament (or to a select committee or to a legislative standing committee)[16] (Parliament of Sri Lanka, n.d.) Following this, when the committee of the whole Parliament has considered the Bill, the Chair shall report the Bill along with any amendments that were made[17] (Parliament of Sri Lanka - Government Bills, 2018).

This is followed by a Third Reading upon a motion made, and a vote of taken upon it. Approval is then sought for the entire Bill. The Bill then becomes law, upon receiving the endorsement of the Speaker[18] (Constitution of the Democratic Socialist Republic of Sri Lanka, 1978).

Although the average time taken for a legislation to be enacted would approximately be within several weeks, the gathering of the Parliament is further delayed due to the nationwide precautions taken due to the COVID-19 pandemic. Therefore, it can be reasonably expected that the time taken for an enactment of ordinary legislation would be significantly greater. Therefore, with the requirement of immediate relief such as in the particular context, the enactment of ordinary legislation would not be the practical solution.

Furthermore, many Ministries are experiencing a wide variety of unique industrial issues due to the pandemic. Therefore, it can be expected that the debate conducted upon such a Bill, in accordance with Standing Order 56, may raise many issues to be discussed which, when coupled with the potential feedback from the populace, may considerably increase the time taken for the Bill to obtain enactment. Therefore, it is clear that due to the time constraints, the approach of ordinary legislation is apparently not the ideal solution.

On the other hand, there may be negative repercussionsofanActbeingpassed expeditiously, without the proper necessary consideration. Such an Act would be rigid, and not possess the flexibility to deal equitably with the industrial disputes which may arise at the time of enactment, as well as in the very near future, due to COVID-19, during the attempts of the State to return to the norm.

One solution to an Act being rigid and inflexible to suit the dynamic requirements of a legislation would be amending the said legislation, as has been done in many instances. However, this would once again give rise to the same issue aforementioned,namelythattheproper consideration and debates arising therein would consume a copious amount of time.

Therefore, in light of the above arguments, it is abundantly clear that the enactment of an ordinary legislation does not meet the criteria of speed and versatility that is required to provide equitable relief to both existing as well as imminent industrial disputes arising from the unforeseen COVID-19 situation. Therefore, this work shall hereafter seek a more practical remedy to the aforesaid lacuna of law in respect of ID in an unforeseeable circumstance.

RECOMMENDATIONS

In an unforeseen situation such as COVID-19, the ideal method to enact legislations in a relatively expeditious manner, to fulfil the goals of justice and equity, is the enactment via Emergency Regulations.

[13] As per Standing Order 50(2)
[14] Standing Order 56
[15] Standing Order 47
[16] Standing order 57
[17] 'Government Bills' (Parliament of Sri Lanka, 25th April 2018) < https://www.parliament.lk/en/how-parliament-works/government-bills> accessed 3rd July 2020
[18] Article 80, Constitution of the Democratic Socialist Republic of Sri Lanka, 1978

The COVID-19 pandemic hit Sri Lanka at a critical weak instance of the legislative framework. Specifically, the time between a Presidential Election and the corresponding Parliamentary Election. Therefore, due to the COVID-19 pandemic, there had been a constitutional crisis regarding the date of parliamentary elections, and as of the moment of creation of this work, a date has been fixed for the election. However, it can be expected that the time taken for an enactment of legislation will be extended significantly until such new Parliament establishes its power. Therefore, this is another reason for which the ordinary legislative process is impractical, in such a context, for the required need. This is a time at which the President has been appointed, but the Parliament lies dormant in its ordinary functions. In such situations, the Presidential Powers by virtue of the Emergency Regulations are the best bet at justice and equity.

The president is vested by the aforesaid power tolegislatebythePublicSecurity Ordinance[19](hereafter "PSO"). The PSO declares the justifying threshold of such regulation to be appearance to the President as necessary or expedient in the interest of public security and inter alia, for the preservation of public order in the community, as well as for the maintenance of supplies essential to the life of the community[20] (Public Security Ordinance No. 25 of 1947).

Furthermore, among the areas regarding which the President may exercise such power, explicit reference is made to amending, suspending operation, or applying any law[21] (Public Security Ordinance No. 25 of 1947). In addition, such regulations are given immunity from the judiciary within the PSO itself[22] (Public Security Ordinance No. 25 of 1947).

The power given to the President via the PSO indeed enables for the swift enactment of legislation, which is especially required in a situationwhereintheParliamentlies temporarily dormant. Therefore, the President may enact legislation with the advice of the Ministries upon the pressing concerns arising due to the COVID-19 situation relating to ID, with the flexibility and versatility for just and equitable redress required for the present issue, especially in a situation where the power of Parliament is problematic.

CONCLUSIONS

This work addressed the limitations of the ordinary litigation process in the context of industrial disputes arising out of contracts of service, occurring due to the COVID-19 pandemic in Sri Lanka.

This work emphasized the potential disadvantages within the ordinary litigation process, such as frustration of contract, as well as the comparatively higher potential of just and equitable relief within the IDR process. However, as aforementioned, there are inherent impracticalities arising from this ordinarily far more equitable process, such as over-burdening of the IDR process, which condemns the IDR methods from being ideal solutions for addressing the issues at hand.

Furthermore, this work addressed relative temporary unavailable nature of the Parliament in order to enact legislation to remedy such issues, due to the critical transition period, namely the period between the assumption of office of a President and the corresponding election of the Parliament. Regardless of the above, this work also addressed the impracticality of the process of ordinary legislation for the proper settlement of the issues at hand in such a context as COVID-19 pandemic.

Thereby, in light of the above facts and arguments, this work argues in favour of the Emergency Regulations, in order to enact such a law which would demonstrate the versatility

[19] Public Security Ordinance No. 25 of 1947 (as amended)
[20] Section 5, Public Security Ordinance No. 25 of 1947 (as amended)
[21] Section 5(2)(d), Public Security Ordinance No. 25 of 1947 (as amended)
[22] Section 8, Public Security Ordinance No. 25 of 1947 (as amended)

coupled with expediency required to address and equitably settle such industrial disputes such as the context of the situation addressed within this work.

This work presents the stance that, in the event of an unforeseeable situation during which the Parliament is out of commission, the method prescribed within this work, namely the path of Emergency Regulations, rather than the other methods considered in this work, contain the ideal capacity to cater for the inevitable industrial disputes arising from such an unforeseeable situation.

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