



THE ASSAM GAZETTE

অসাধাৰণ

EXTRAORDINARY

প্ৰাপ্ত কৰ্তৃত্বৰ দ্বাৰা প্ৰকাশিত

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No. 506 Dispur, Monday, 21st July, 2025, 30th Ashadha, 1947 (S. E.)

GOVERNMENT OF ASSAM
ORDERS BY THE GOVERNOR
LABOUR WELFARE DEPARTMENT

NOTIFICATION

The 5th July, 2025

ECF No. 672922/28.- Whereas dispute between the Management of G.L.Publication (P) Ltd., Lachitnagar, Guwahati –VS- The President/Secretary, G.L. Publication Employees Union, Udaychal Path, House No.23, Christianbasti, Guwahati constituted under the Industrial Dispute Act, 1947 for adjudication and whereas an Award has been given on the dispute by the said Industrial Tribunal vide Ref. Case No. 01/2022 Judgment and Award dated 9.6.2025 as shown in the Annexure hereto.

Now, therefore, in exercise of the powers conferred by Section 17(1) of the Industrial Disputes Act, 1947 (Act. XIV of 1947) as amended, the Governor of Assam, is pleased to direct that the said Award to publish by notifying at the Office of the Labour Commissioner, Assam, Guwahati.

(A W A R D As in the Annexure)

ABHIJIT BARUAH,
Commissioner & Secretary to the Government of Assam,
Labour Welfare Department.

IN THE INDUSTRIAL TRIBUNAL:ASSAM:GUWAHATI.

REFERENCE CASE NO. 01 OF 2022

Present :Mr. Lohit Kr. Saikia,
Presiding Officer,
Industrial Tribunal, Guwahati.

In the matter of an Industrial Dispute between :

The Managing Director,
M/S. G.L. Publication (P) Ltd.,
Lachit Nagar, Guwahati.

-Versus-

The President/Secretary, G.L. Publication Employees Union,
Udayachal Path, H/No.23 , Christanbasti, Guwahati-5.

Appearance : For the Management :Mr. Bikash Sharma, Advocate
Mr. Dhanjit Kr. Nath, Advocate

For the Workmen :Mr. Santanu Barthakur, Advocate
Mr. R. Sensua, Advocate

Date of Argument : 08.05.2025

Date of Award : 09.06.2025

-A W A R D -

1. The Govt. of Assam, Labour Welfare Deptt. Vide notification No.GLR.147/2021/11 dtd. 18.12.2021 has referred the following issues for adjudication:

(1) Whether the management of M/S. G.L. Publication (P) Ltd. is justified retrenching 13 nos. of workers or not ?

(2) If not, whether they should be reinstate with full back wages or any other benefits thereof ?

2. After receipt of the aforesaid notification, this tribunal was pleased to issue notices upon the management and the workmen. Both the parties turned up and filed their written statements.

3. That the workmen in their written statement stated that the workmen were serving their duties assigned to them by the management with utmost sincerity. However, despite such sincere service, the Administrative Officer of the management on 29.01.2020 has verbally directed the workmen (mentioned in Serial No. 6 to 13 of the chart) who were serving as Proof Reader not to come to work from 01.02.2020. The detailed information of the retrenched workmen are as follows :

Sl.No.	Name	Date of joining	Date of retrenchment	Initial post hold	Last post hold
1.	Debeswar Sarma	01.09.1994	01.06.2020	Bill Clerk	Advertisement Executive
2.	Aswini Sarma	01.09.1994	01.07.2020	Booking Clerk	Circular Executive
3.	Santosh Paul	01.09.1994	01.07.2020	Publicity	Circulation
4.	Manik Kr. Ray	01.04.2004	15.06.2020	Staff Reporter	Staff Reporter
5.	Leena Gogoi	02.08.2006	15.06.2020	Sub Editor	Sub Editor
6.	Niranjan Sarma	01.01.2008	01.02.2020	Proof Reader	Proof Reader
7.	Mantu Kalita	24.08.2008	01.02.2020	Proof Reader	Proof Reader
8.	Tapan Deka	20.11.2010	01.02.2020	Proof Reader	Proof Reader
9.	Ranusmita Bharali	01.01.2011	01.02.2020	Proof Reader	Proof Reader
10.	Nabanita Borthakur	01.09.2011	01.02.2020	Proof Reader	Proof Reader
11.	Balen Dutta	01.09.2013	01.02.2020	Proof Reader	Proof Reader

12.	Nipu Sarmah	27.01.2014	01.02.2020	Proof Reader	Proof Reader
13.	Shibendra Pathak	18.07.2015	01.02.2020	Proof Reader	Proof Reader

4. The abovementioned workmen being the regular employees of the management and were drawing salary which were credited directly into the accounts of the workmen. The aforesaid proof readers being the employees of the aforesaid newspaper publication ought to have been provided with prior notice of retrenchment. But very unfortunately, the said proof readers have not been provided with any notice of retrenchment till date. It is pertinent to mention herein that, at the time of retrenchment of the proof readers none of them were paid any compensation or any other dues like Majithia arrear, gratuity amount, earned leave benefit, PF benefit etc. On being aggrieved by such act of illegal retrenchment by the management, the abovenamed proof readers submitted a representation dated 08.02.2020 before the management praying for granting their legal entitlements i.e. Majithia arrear, gratuity amount, earned leave benefit, PF benefit etc. Upon receiving no such response on the representation dated 08.02.2020 had submitted another representation dated 17.02.2020 thereby praying for reinstating the said proof readers or to compensate them for their illegal retrenchment but till date they have not responded to the said representations. Having no other alternative, the said proof readers on 17.03.2020 had filed a complaint before the Asstt. Labour Commissioner, Guwahati.

5. It is also stated by the workmen in their written statement stated that after retrenchment of the above named proof readers workmen namely Aswini Sarma, Santosh Paul, Manik Kr. Roy and Leena Gogoi (mentioned in serial No. 2 to 5 of the chart) were issued with release orders dated 30.06.2020, 30.06.2020, 27.05.2020 and 27.05.2020 respectively by the Administrative Officer of the management thereby

releasing them from their service without any prior notice. Be it stated that, in the said release order, the management has stated that, they will deposit salary in the accounts of the workmen, but remained silent about any compensation and others dues entitled by the workmen. It is pertinent to mention herein that, the workmen namely Debeswar Sarma did not receive the release order issued by the management but was verbally informed by the management not to come to work from 01.04.2020. On being aggrieved by the issuance of the release orders, the above named workmen namely Debeswar Sarma, Aswini Sarma, Santosh Paul, Manik Kr. Roy and Leena Gogoi had submitted their individual representation dated 04.06.2020, 02.07.2020, 02.07.2020 03.06.2020 and 05.06.2020 (respectively) before the management praying for reinstating them or to pay compensation. The workmen namely Debeswar Sarma along with two other workmen were transferred on 27.10.1994 to Jorhat, Calcutta and New Delhi respectively. The issuance of the said transfer order had caused an industrial dispute between the management and the workmen and accordingly, the said workmen raised their grievances before the Conciliation Officer. Subsequently, the said workmen and the management entered into a deed of settlement dated 31.08.1998 whereby the management agreed to allow the workmen namely Debeswar Sarma, Debajit Goswami and Pradip Chandra Sarma to continue at their Guwahati Office.

6. The workmen in their written statement stated that at the time of establishment of M/S G.L. Publication Ltd. a standing order was issued which came into effect from 01.09.1994 and is still in force. The said standing order is applicable to the working journalists and non – journalist employees of M/S G.L. Publication Ltd. The said standing order provides various rules and regulation to be followed by both the management as well as the workmen. Under Section 24 of the said

standing order, it is specifically stated that no employee who has been in continuous service for not less than one year be retrenched unless the procedure laid down under section 25F of the I.D Act, 1947 are complied with. But the management has illegally retrenched the workmen. As such the workmen are entitled to be reinstated in their post with full back wages and other benefits.

7. In reply to the above, the management has filed written statement by stating that management has denies that that the workmen has been terminated all of a sudden from their respective job. Notice for discontinuance of proof reader department is given more than six months before in the notice board breaking the continuity of service and without losing seniority. Not only that, individual letters in this respect has been served to the workmen. It is pertinent to mention herein that, due to modernization of newspaper & technologies, requirement of the proof reader department is no more viable. More particularly continuing the circumstances wherein the economy of the establishment, after implementation of the recommendation of Majithia Wage Board recommendation there is no profitability in running a newspaper. And furthermore, for the survival of the newspaper establishment the management has to take some hard decision and closure of the proof reader department is one of them. Notice of closure of proof reader department affixed in the notice board of the Amar Asom Premises, and copy of the same notice served upon the individual petitioners by the Authorized Officer. As such the management has considered the above notice as notice of termination. However, as good gesture in spite of serving of notice, management offered notice period salary as per the provision of Industrial Dispute Act & Standing Order of the G.L. Publications Ltd. to the workmen, which they refused to take on the date of the termination. The management denies that the management has not

respond to any issues on the petition/applications served upon to the management. In fact, management is ready & willing to dispose of the matter if the workmen comes with just & reasonable ground. It is to mentioned herein that, after implementation of the Majithia, GST & several economic reforms by the present government & increasing of raw material for the newspaper drastically reduce of advertisement & circulation during the Covid pandemic all together push this establishment near the door of closure. The newspaper establishment Amar Asom is struggling for survival as such any extra burden may hit the life of several workmen working under the same umbrella.

8. Management in their Addl. Written statement stated that in respect of joining of Leena Gogoi was completely part time basis. It is stated that, as per her card attendance it was seen that Leena Gogoi was worked hardly 2 to 3 hours per day for management. Workman Leena Gogoi was also worked at "Hira Bike Spares" at the same time. It is also pertinent to mention herein that as per bulk posting of salary was Rs.11,985/- during the year of 2020 but she submitted false statement that her salary was Rs.13,845/- p.m. in the year of 2007-2008. In respect of Manik Roy he has manipulated his joining of work. His joining date was 01.04.2004 but he has mention of then Editor, Lt. Homen Borgohain letter dtd. 12.01.2011, he has completed 10 years of work. Again on Editor, Prasanta Rajguru letter dated 29.10.2016 that he has been working from last 01.02.2004 and the Secretary of the GLP Union has clearly stated that he was joined on 01.04.2004. So he has manipulated his details of joining of work. In respect of Aswini Sarma and Santosh Paul they never approached to the management for releasing payment.

9. In order to prove the case the workman examined two witnesses namely Tutumoni Phukan and Sanjay Kr. Singh and they were duly cross-examined by the Ld. counsel for the management side.

10. On the other hand, the management side examined 2(two) witnesses viz. Shri Samir Agarwala, MW1 and Sri Anup Choudhury as MW2. MW2 Shri Anup Choudhury was cross-examined by the Ld. counsel for the workman side. On the other hand MW1 Shri Samir Agarwala was not attend in the Tribunal hence his evidence was expunged.

11. Workmen witness Shri Tutumoni Phukan, WW1, President of G.L. Publication Employees' Union in his evidence stated that the Administration Officer of management on 29.01.2020 has verbally directed the workmen namely Niranjan Sarma, Mantu Kalita, Tapan Deka, Ranusmita Bharali, Nabanita Borthakur, Balen Dutta, Nipu Sarmah and Shibendra Pathak who were serving as Proof Reader not to come to work from 01.02.2020. The above mentioned workmen being the regular employees of the management and were drawing monthly salary which were credited directly into the accounts of the workmen. The aforesaid proof readers being the employees of the aforementioned Newspaper Publication ought to have been provided with one month prior notice of retrenchment. But very unfortunately the said proof readers have not been provided with one month prior notice of retrenchment. It is pertinent to mention herein that, at the time of retrenchment of the proof readers none of them were paid any compensation or any other dues like Majithia arrear, gratuity amount, earned leave benefit, PF benefit etc. On being aggrieved by such act of illegal retrenchment by the management, the above named proof readers submitted a representation dated 08.02.2020 before the management praying for granting their legal entitlements i.e. Majithia arrear, gratuity amount, earned leave benefit, PF benefit etc. Upon receiving no such response on the representation dated 08.02.2020 had submitted another representation dated 17.02.2020 thereby praying for reinstating the said proof readers or to compensate them for their illegal retrenchment but till date they have not responded to the said

representations. Having no other alternative, the said proof readers on 17.03.2020 had filed a complaint before the Asstt. Labour Commissioner, Guwahati thereby ventilating their grievances regarding the illegal retrenchment. After retrenchment of the above named proof readers workmen namely Aswini Sarma, Santosh Paul, Manik Kr. Roy and Leena Gogoi were issued with release orders dated 30.06.2020, 30.06.2020, 27.05.2020 and 27.05.2020 respectively by the Administrative Officer of the management thereby releasing them from their service without any prior notice. Be it stated that, in the said release order, the management has stated that, they will deposit salary in the accounts of the workmen, but remained silent about any compensation and others dues entitled by the workmen. It is pertinent to mention herein that, the workmen namely Debeswar Sarma did not receive the release order issued by the management but was verbally informed by the management not to come to work from 01.04.2020. On being aggrieved by the issuance of the release orders, the above named workmen namely Debeswar Sarma, Aswini Sarma, Santosh Paul, Manik Kr. Roy and Leena Gogoi had submitted their individual representation dated 04.06.2020, 02.07.2020, 02.07.2020 03.06.2020 and 05.06.2020 (respectively) before the management praying for reinstating them or to pay compensation. The workmen namely Debeswar Sarma along with two other workmen were transferred on 27.10.1994 to Jorhat, Calcutta and New Delhi respectively. The issuance of the said transfer order had caused an industrial dispute between the management and the workmen and accordingly, the said workmen raised their grievances before the Conciliation Officer. Subsequently, the said workmen and the management entered into a deed of settlement dated 31.08.1998 whereby the management agreed to allow the workmen namely Debeswar Sarma, Debajit Goswami and Pradip Chandra Sarma to continue at their Guwahati office.

12. In his cross-examination he stated that he has been authorized to file this cases on behalf of G.L. Publication Employees' Union. Workmen has not submitted their evidence on affidavit in his case as on their behalf, as President of G.L. Publication Employees Union, he has submitted evidence on affidavit in support of their case. On 31.01.2020 one meeting was held about the retrenchment of 13 nos. workmen. In the proceeding of the said meeting no individual names of the workmen has been mentioned except proof reader section. But this case is filed not only for proof reader but also for other workmen such as advertisement executive, circulation executive, staff reporter and staff editor etc. Ext.56 is the minutes of the meeting, where proof reader section along with 28 others have been mentioned. But this case is filed for 13 nos. of workmen. Exhibits which he has submitted along with his evidence on affidavit, some exhibits are not original. They have not taken any leave of the court to submit any secondary evidence. He has filed his evidence on affidavit in support of his written statement.

13. WW2 Shri Sanjay Kr. Singh, Secretary of the workmen Union namely G.L.Publication Employees Union in his evidence in affidavit stated that the Administration Officer of management on 29.01.2020 has verbally directed the workmen namely Niranjan Sarma, Mantu Kalita , Tapan Deka, Ranusmita Bharali, Nabanita Borthakur, Balen Dutta, Nipu Sarmah and Shibendra Pathak who were serving as Proof Reader not to come to work from 01.02.2020. The above mentioned workmen being the regular employees of the management and were drawing monthly salary which were credited directly into the accounts of the workmen. The aforesaid proof readers being the employees of the aforementioned Newspaper Publication ought to have been provided with one month prior notice of retrenchment. But very unfortunately the said proof readers have not been provided with one month prior notice of retrenchment. It is

pertinent to mention herein that, at the time of retrenchment of the proof readers none of them were paid any compensation or any other dues like Majithia arrear, gratuity amount, earned leave benefit, PF benefit etc. After retrenchment of the above named proof readers workmen namely Aswini Sarma, Santosh Paul, Manik Kr. Roy and Leena Gogoi were issued with release orders dated 30.06.2020, 30.06.2020, 27.05.2020 and 27.05.2020 respectively by the Administrative Officer of the management thereby releasing them from their service without any prior notice. Be it stated that, in the said release order, the management has stated that, they will deposit salary in the accounts of the workmen, but remained silent about any compensation and others dues entitled by the workmen. It is pertinent to mention herein that, the workmen namely Debeswar Sarma did not receive the release order issued by the management but was verbally informed by the management not to come to work from 01.04.2020. On being aggrieved by the issuance of the release orders, the above named workmen namely Debeswar Sarma, Aswini Sarma, Santosh Paul, Manik Kr. Roy and Leena Gogoi had submitted their individual representation dated 04.06.2020, 02.07.2020, 02.07.2020 03.06.2020 and 05.06.2020 (respectively) before the management praying for reinstating them or to pay compensation. The workmen namely Debeswar Sarma along with two other workmen were transferred on 27.10.1994 to Jorhat, Calcutta and New Delhi respectively. The issuance of the said transfer order had caused an industrial dispute between the management and the workmen and accordingly, the said workmen raised their grievances before the Conciliation Officer. Subsequently, the said workmen and the management entered into a deed of settlement dated 31.08.1998 whereby the management agreed to allow the workmen namely Debeswar Sarma, Debajit Goswami and Pradip Chandra Sarma to continue at their Guwahati office.

14. In his cross-examination he stated that he was working as Secretary of G.L. Publication Workmen Union since 2020. In his cross-examination he also stated that he has not exhibited and document such as joining letter, appointment letter, identity card, salary slip and bank statement. In his cross-examination he stated that in his evidence in affidavit are on the basis of documents but he has not submitted any documents with his evidence in affidavit. He has not done any communication to the employer G.L. Publication about settlement or negotiation. It is his personal knowledge that the claimant have not received legal entitlement as per law but he heard the same from other employees as such it is hearsay evidence only. Statement made in para no.6 in his evidence in affidavit is hearsay. Though he has mentioned in the list of 13 claimant but he has not made any statement in regards to serial no.1 to 5 except prove reader i.e. serial no.6 to 13. He has mentioned in his evidence that the claimant no.2 to 5 has received released order from their post. It is a fact that the management entered into a deed of settlement with some of the workmen agreed to allow the workmen namely Debeswar Sarma, Debojit Goswami and Pradip Sarma to continue at their Guwahati office. Out of this 13 complainant, no complainant has received any amount from the management. The 5 complainant's names comes up later and he can not say how and when their names are inserted. Even the management offered one month salary but they will not withdraw this proceeding.

15. Management witness Sri Anup Choudhury, MW2 in his evidence in affidavit stated that he was the Administrative Officer of respondent No.1 and he is fully conversant with the facts and circumstances of the present case. Management denies that, the workmen has been terminated all of a sudden from their respective job. Notice for discontinuance of proof reader department is given more than six months

before in the notice board breaking the continuity of service and without losing seniority. They also demanded the reinstatement with all back wages and allowances. Not only that, individual letters in this respect has been served to the workmen. It is pertinent to mention herein that, due to modernization of newspaper & technologies, requirement of the proof reader department is no more viable. More particularly continuing the circumstances wherein the economy of the establishment, after implementation of the recommendation of Majithia Wage Board recommendation there is no profitability in running a newspaper. And furthermore, for the survival of the newspaper establishment the management has to take some hard decision and closure of the proof reader department is one of them. That the notice of closure of Proof reader department affixed in the notice board of the Amar Asom premises, and copy of the same notice served upon the individual petitioners by the Authorised Officer. As such the management has considered the above notice as notice of termination. However, as good gesture in spite of serving of notice, management offered notice period salary as per the provision of Industrial Dispute Act & Standing Order of The G.L. Publication Ltd. to the workmen, which they refused to take on the date of the termination. In his evidence he stated that in respect of joining of Leena Gogoi was completely part time basis. It is stated that, as per her card attendance it was seen that Leena Gogoi was worked hardly 2 to 3 hours per day for management. Workman Leena Gogoi was also worked at "Hira Bike Spares" at the same time. It is also pertinent to mention herein that as per bulk posting of salary was Rs.11,985/- during the year of 2020 but she submitted false statement that her salary was Rs.13,845/- p.m. in the year of 2007-2008. In respect of Manik Roy he has manipulated his joining of work. His joining date was 01.04.2004 but he has mention of then Editor, Lt. Homen Borgohain letter dtd. 12.01.2011, he has completed 10 years of work. Again on Editor, Prasanta

Rajguru letter dated 29.10.2016 that he has been working from last 01.02.2004 and the Secretary of the GLP Union has clearly stated that he was joined on 01.04.2004. So he has manipulated his details of joining of work. In respect of Aswini Sarma and Santosh Paul they never approached to the management for releasing payment.

16. In his cross-examination he stated that G.L. Publication Pvt. Ltd. is a company. There are three nos. of Directors in the company namely 1. Samir Agarwal, 2.Neha Agarwal and 3. Mahi Agarwal. In his cross- examination he stated that he was the Administrative Officer of the company. He has not exhibited any document to show that he was the Administrative Officer of M/S G.L.Publication Pvt. Ltd. As an Administrative Officer his duty in the company is to issue appointment letter, issue show caused notice to the employees. He check up the attendance of the employee, he prepared the salary bill of the employees. He also look after the legal side of the company. There are four newspapers of the company namely- Aamar Asom(Assamese Daily), Purbanchal Prahari (Hindi Daily), Meghalaya Guardian (Meghalaya English Daily) and North East Time (English Daily). The departments of the company are – Circulation Deptt., Administrative Deptt., Advertisement Deptt., Editorial Deptt. Work of the Circulation Deptt. is –distribution of papers, bill creation, payment collection. The Administrative Deptt. work is to collect advertisement, bill creation and payment collection. He deposed wrongly before this Tribunal about the works of the Administrative Deptt. The work of the Administrative Deptt. is preparation of salary bill, check up the daily attendance and to see the legal side and statutory bill like electricity bill, GMC taxes etc. The work of the Advertisement Deptt. is- to collect advertisement, bill creation and payment collection. His work as Administrative Officer falls under the Administrative Deptt. It is the work of the Administrative Deptt. to make all communication with the

government. He is the person from the Administrative Deptt. to make all communication with the government. Parmeswar Lal Agarwala had no authority to file the Addl. Written Statement on behalf of the company before this Tribunal. Parmeswar Lal Agarwala is a publisher of the news paper of the company. He is not the Director of the G.L.Publication Pvt. Ltd. He was associated with the company since last 30 years. He was working as Administrative Officer last 15 years. Though he look after the legal aspect as well as all the communication with the Govt. regarding the functioning of the company. Though he was the Administrative Officer of the company, but he did not take all decisions of the company. The employees receiving their regular wages by bulk posting through cheque payment. The salary of the employees are credited their bank account by the management. The 13 employees have been retrenched by us because their department are closed. There are 11 proof reader before this Tribunal out of the 13 employees. Shri Debeswar Sarma was working as advertisement Asstt. in the advertisement department of our company. Shri Aswini Sarma and Santosh Paul were working as Circulation Asstt. in the circulation department. Shri Manik Kr.Ray was Sub editor in the Editorial Deptt. Leena Gogoi was DTP Operator in the North East Times English Daily. Shri Niranjana Sarma, Mantu Kalita, Tapan Deka, Ranusmita Bharali, Nabanita Barthakur, Balen Dutta, Nipun Sarma and Shibendra Pathak were working as Proof Reader in the Proof Reader Deptt. There are 8 proof reader out of the 13 employees. By compensation as stated in para 6 in his evidence in affidavit he meant 3 (three) months salary. Besides 3 (three) month salary those employees who have completed 5 years and above are entitled to get gratuity amount. Employees who not completed 5 years of service are not entitled to get gratuity. There is no other benefit or compensation that an employee is entitled to get at the time of retrenchment.

17. Homen Borgohain was the Editor of the Newspaper and Shri Prasanta Rajguru was the Executive Editor of the Newspaper. I do not remember when Homen Borgohain left newspaper. And after Homen Borgohain left our newspaper Shri Prasanta Rajguru was promoted as Editor. Both Homen Borgohain and Prasanta Rajguru were responsible officer of the newspaper. And the statements made by them in their official capacity. The signature appeared in the letter dated 12.1.2011 was the signature of Homen Borgohain. Homen Borgohain has wrongly issued the letter dated 12.1.2011. May be Homen Borgohain issued the letter without properly performing his duties as Chief Editor. Homen Borgohain used to work without verifying facts in his capacity as Chief Editor of the Newspaper. In Ext. 5 the signature appeared is Prasanta Rajguru. Prasanta Rajguru has also made false statement in Ext.5. he has not challenged the Ext.5. Prasanta Rajguru has not properly performing his duties as Editor while issuing Ext.5. Prasanta Rajguru and Homen Borgohain were our sincere employees. He has not called Prasanta Rajguru as witness before this Tribunal.

18. During the course of hearing, workman sides adduced oral and documentary evidence. I have heard arguments advanced by the Ld. Counsel for workmen sides and also carefully gone through the entire materials on record submitted by workmen sides.

Discussion , Decision and reasons thereof:

19. Point No. 1 - The management side during the arguments contended that the workers were dismissed from their service as per rule by giving more than six months notice without breaking the continuously of service and without losing seniority. Due to modernization of news papers technologies requires of the proof reader department is no more

viable. More particularly, continuing the circulations where in the economy of the establishment after implementation of the recommendation of Majithia Wages Board recommendation there is no profitably in runs a newspaper and for the services of the newspaper establishment. The management has to take some hard decision and close of the proof reader department is one of them.

20. It is also contended that during the notice period the salaries were provided. Even all other benefits which were entitled to have also been granted. Hence, there is nothing to remain in the hands of the management to provide them. Even compensation were also granted by way of giving notice period salary and hence prays to dismiss the petition.

21. On the other hand, the learned counsel for the workmen has contended that their retrenchment was illegal. They were regular salaried employees of the management and had been working last many years in different posts & capacities designated by the management. The Administrative Officer, on 29.1.2020 verbally directed to workmen No.6 to 13 in the list of workers, not to come to work from 01.02.2020. Even not served upon them to one month notice before retrenchment. Even, at the time of retrenchment no compensation was provided. Serial No. 2 to 5 were released vide order dtd. 30.6.2020, 30.06.2020, 27.05.2020 and 27.05.2020 without providing/serving one months notice and salaries. Even no compensation were provided to them.

22. The workmen Debeswar Sarma, Aswini Sarma, Santosh Paul, Manik Kr. Ray and Leena Gogoi submitted their individual representation dtd.04.06.2020, 02.07.2020, 02.07.2020, 03.06.2020 and 05.06.2020 before the management for reinstatement or compensation but the management denied to accept their representation to that effect a conciliation was also held before the Asstt. Labour Commissioner that no fruitful result came out, in view of that they referred the matter before this Tribunal.

23. In support of the case the workman side referred two nos. of citation – viz (i) **MANU/SC/1231/2024** and (ii) **MANU/SC/7158/2008**.

Considered the argument –

It is admissible position of the facts that the workmen were the employees of the management of G.L. Publication Pvt. Ltd.

So, discussion on this point is not fruitful at this moment.

The main crux is to be decided whether the retrenchment of 13 nos. of employees are justified.

So, to answer this problem, we like to go through the evidence on record, that lead by the workmen as well as management.

24. The plea of the management was that – due to modernization of newspaper & technologies, the requirements of the proof reader department is no more viable, here it was closed, also continuing the circulation where in economy of the establishment, after implementation of the recommendation of Majithia Wage Board recommendation, there is no profitably in running a newspaper establishment the management has to take some hard decision and closure of the proof reader department is one of them.

25. The notice of closure of proof reader department affixed in the notice board of the Amar Asom premises, and a copy of the same notice served upon the individual petitioners by the authorized officer. As good gesture in spite of serving of notice, management offered notice period salary.

26. But to prove the facts no any documents have been submitted i.e. either the notice or the order of closure of proof reader department. So, the plea raised by the management on the above period can not be entertained.

27. Moreover, the management witness during the cross-examination by the workmen specifically stated that he was not

authorized by the company (as admitted) to depose evidence on behalf of the company/management. It is also stated that Parmeswar Lal Agarwala had no authority to file the Addl.W/S on behalf of the company before the Tribunal and he has not exhibit any document to show that notice of the discontinuance of proof reader department is given more than six months before in the notice board, breaking the continuity of service and without losing seniority even no any documents have been submitted to show that there is loss suffering by the company due to installation of new technologies.

28. The other witness Samir Agarwala did not appear in the court for cross-examination by the workmen inspite giving several opportunities . So his evidence is expunged.

29. On the other hand WW1 by adducing evidence proved the facts that they were illegally terminated from their service, even before termination or issue of termination order no notice were served upon them, also did not pay their dues that entitled for. Though the management took the plea that they have served upon the notice to the workmen also paid their dues immediately 1(one) month salary, but the same could not be proved as required under the law.

30. WW1 Tutumoni Phukan in his evidence stated that all the 13 nos. of workmen are the proof reader being the employees of the aforesaid Newspaper publication and before issuing the retrenchment order ought to have been provided with one months prior notice. But the said proof reader have not been provided with one month prior notice of retrenchment. At the time of retrenchment of the proof reader none of them were paid any compensation or any other dues like Majithia arrear, gratuity amount, earned leave benefit, PF benefit etc. On being aggrieved a general meeting of the aforesaid union was held on 31.01.2020 where in the issuance of illegal retrenchment was discussed and after that upon the decision of the meeting a letter was issued to the management on

01.02.2020 for amicable settlement of the dispute. But the management side did not give any respond, upon receiving no such response, they filed their complaint individually before the Asstt. Labour Commissioner, Guwahati ventilating their grievances and after filing the complaint management were invited by the Asstt. Labour Commissioner for making conciliation but could not arrived at an amicable settlement. So, the Asstt. Labour Commissioner send a report to the government after due deliberation on 18.12.2021 referred the matter before this Tribunal for proper adjudication.

31. So to prove the facts, the WW has exhibited the 73 nos. documents i.e.:

Ext. 1- Appointment letter dated 01.09.1994 issued to the workman Debeswar Sarma.

Ext.2- Appointment letter dated 01.09.1994 issued to the workman Aswini Sarma.

Ext.3- Appointment letter daed 01.09.1994 issued to the workman Santosh Paul.

Ext.4- Certificate dated 28.09.2006 issued by the management to the workman Aswni Sarma.

Ext.5 Certificate dated 29.10.2016 issued by the Editor to the workmen Manik Kr.Roy.

Ext.6 Certificate dated 02.08.2006 issued by the management to the workman Leena Gogoi.

Ext.7- Certificate dated 31.01.2020 issued by the management to the workmen Niranjan Sarma.

Ext.8- Certificate dated 30.01.2020 issued by the Editor to the workmen Mantu Kalita.

Ext.9- Certificate dated 22.05.2018 issued by the Management to the workmen Ranusmita Bharali.

Ext.10. Certificate dated 24.12.2019 issued by the management to the workmen Nabanita Borthakur.

Ext. 11 –Certificate dated 17.05.2018 issued by the management to the workmen Balen Dutta.

Ext.12- Certificate dated 31.01.2020 issued by the management to the workman Nipu Sarma.

Ext.13- Certificate dated 03.01.2020 issued by the management to the workman Shibendra Pathak.

Ext.14- Pay Slip issued by the management to the workman Debeswar Sarma.

Ext. 15- Salary certificate of workman Aswini Sarma.

Ext.16 – Salary certificate of workman Leena Gogoi.

Ext.17- Certificate of participation issued to the workman Balen Dutta.

Ext.18- Certificate of participation issued to the workman Nipu Sarma.

Ext.19 – Identity Card of workma Debeswar Sarma issued on 08.09.1996.

Ext.20- Identity Card of workman Aswini Sarma issued on 04.06.2011.

Ext.21- Identity Card issued by the management to workman Santosh Paul valid till 31.12.2020.

Ext.22 – Identity Card of workman Manik Kr. Roy.

Ext.24- Identity Card of workman Leena Gogoi.

Ext.26- Identity Card issued by the management to workman Niranjana Sarma.

Ext.28- Identity Card issued by the management to workman Mantu Kalita.

Ext.30- Identity card of workman Tapan Deka.

Ext. 32- Identity card of workman Ranusmita Bharali.

Ext.34 Identity Card of workman Nabanita Borthakur.

Ext.36- Identity Card of workman Balen Dutta.

Ext.38- Identity Card of workman Nipu Sarma.

Ext.40- Identity card issued by the management to workman Shibendra Pathak.

Ext.42- Provident Fund slip and statement of the workmen Debeswar Sarma.

Ext.43- Provident Fund deposit slip of the workmen Santosh Paul.

Ext.44- Bank passbook showing credit of salary by the management in the account of workman Debeswar Sarma.

Ext.45- Bank passbook showing credit of salary by the management in the account of workman Santosh Paul.

Ext.46- Bank passbook showing credit of salary by the management in the account of workman Manik Kr. Roy.

Ext.47 - Bank passbook showing credit of salary by the management in the account of workman Leena Gogoi

Ext.48- Bank passbook showing credit of salary by the management in the account of workman Niranjan Sarma.

Ext-49- Bank passbook showing credit of salary by the management in the account of workman Mantu Kalita.

Ext.50- Bank passbook showing credit of salary by the management in the account of workman Tapan Deka.

Ext.51- Bank passbook showing credit of salary by the management in the account of workman Ranusmita Bharali.

Ext. 52- Bank passbook showing credit of salary by the management in the account of workman Nabanita Borthakur.

Ext.53- Bank passbook showing credit of salary by the management in the account of workman Balen Dutta.

Ext-54- Bank passbook showing credit of salary by the management in the account of workman Nipu Sarma.

Ext-55- Bank passbook showing credit of salary by the management in the account of workman Shibendra Pathak.

Ext-56- Letter dated 01.02.2020 issued by the then General Secretary of the workman union to the management.

Ext.57- Letter dated 08.02.2020 submitted by the 13 numbers of retrenched proof reader to the management.

Ext.58 – Letter dated 17.02.2020 submitted by the 8 (Eight) numbers of retrenched proof reader to the management.

Ext.59- Complaint dated 17.03.2020 filed by the 8(eight) numbers of retrenched proof reader before the Asstt. Labour Commissioner, Guwahati.

Ext. 60- Release order dated 30.06.2020 issued by the management to the workman Aswini Sarma.

Ext.61- Release order dated 30.06.2020 issued by the management to the workman Santosh Paul.

Ext.62- Release order dated 27.05.2020 issued by the management to the workman Manik Kr. Roy.

Ext.63- Release order dated 27.05.2020 issued by the management to the workman Leena Gogoi.

Ext.64- Letter dated 04.06.2020 submitted by the workman Debeswar Sarma before the management.

Ext.65- Letter dated 02.07.2020 submitted by the workman Aswini Sarma before the management.

Ext.66- Letter dated 02.07.2020 submitted by the workman Santosh Paul.

Ext.67- Letter dated 03.06.2020 submitted by the workman Manik Kr. Roy before the management.

Ext.68- Letter dated 05.06.2020 submitted by the workman Leena Gogoi before the management.

Ext.73- Standing order published by the management.

32. But, none of the said documents were disputed by the management while in cross-examination to WW 1 & WW2. Except Ext.1 and 2 are signature as inked by sketch pen. Ext.3 is photostate copy. Ext.19, Ext.20, Ext.21, Ext.22, Ext.23, Ext.24 and Ext. 25 are without seal and he can not identify the signature. Ext.44 to 55 are bank pass book are without certificate of bankers book of Evidence Act. As per 59 total 8 nos. of workmen/complainant approached retrenchment. Rather MW-2 admitted that the 13 complaintant/workmen were the employees of the management company. It is also admitted that he has not exhibited any document to show that notice of the discontinuance of proof reader department was give more than six months before in the notice board breaking the continuity of service without losing seniority.

33. *The Hon'ble Supreme Court **MANU/SC/1231/2014 Ajaypal Singh Vs. Haryana Warehousing Corporation** held that :*

"Section 25F of the I.D.Act, 1947 stipulates conditions precedent to retrenchment of workmen. A workman employed in any industry who has been in continuous service for not less than one year under an employer is entitled to benefit under said provision if the employer retrenches workman. Such a workman cannot be retrenched until he/she is given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired , or the workman has been paid in lieu of such notice, wages for the period of the notice apart from compensation which shall be equivalent to fifteen days' average pay for every completed year of continuous service or any part thereof in excess of six months. It also mandates the employer to serve a notice in the prescribed manner on the appropriate government or such

authority as may be specified by the appropriate government by notification in the Official Gazette.

If any part of the provisions of Section 25F is violated and the employer thereby, resorts to unfair trade practice with the object to deprive the workman with the privilege as provided under the Act, the employer can not justify such an action by taking a plea that the initial appointment of the employee was in violation of Articles 14 and 16 of the Constitution of India.

Section 25H of the Industrial Disputes Act relates to re-employment of retrenched workmen. Retrenched workmen shall be given preference over other persons if the employee proposes to employ any person.

We have held that provisions of Section 25H are in conformity with the Articles 14 and 16 of the Constitution of India, though the aforesaid provisions (Articles 14 and 16) are not attracted in the matter of reemployment of retrenched workmen in a private industrial establishment and undertakings. Without giving any specific reason to that effect at the time of retrenchment, it is not open to the employer of a public industrial establishment and undertaking to take a plea that initial appointment of such workman was made in violation of Articles 14 and 16 of the Constitution of India or the workman was a backdoor appointee.

It is always open to the employer to issue an order of "retrenchment" on the ground that the initial appointment of the workman was not in conformity with Articles 14 and 16 of the Constitution of India or in accordance with rules. Even for retrenchment on such ground, unfair labour practice cannot be resorted and thereby workman cannot be retrenched on such ground without notice, pay and other benefits in terms of Section 25F of the Industrial Disputes Act, 1947, if continued for more than 240 days in a calendar year.

However, in other cases, when no such plea is taken by the employer in the order of retrenchment that the workman was appointed in violation of Articles 14 and 16 of Constitution of India or in violation of any statutory rule or his appointment was a backdoor appointment, while granting relief, the employer cannot take a plea that initial appointment was in violation of Articles 14 and 16 of the Constitution of India, in absence of a reference made by the appropriate government for determination of question whether the initial appointment of the workman was in violation of Articles 14 and 16 of the Constitution of India or statutory rules. Only if such reference is made, a workman is required to lead evidence to prove that he was appointed by following procedure prescribed under the Rules and his initial appointment was legal.

34. So, upon the discussion and reason held about, this Tribunal is the opinion that the retrenchment of workmen in their service was illegal as such not justified. However the services of Shri Debeswar Sarma, Debajit Goswami and Pradip Sarma already been reinstated. Hence no order for them and services of remaining employees namely –Aswini Sarma, Santosh Paul, Manik Kr. Ray, Leena Gogoi, Niranjana Sarma, Mantu Kalita, Tapan Deka, Ranusmita Bharali, Nabanita Borthakur, Balen Dutta, Nipu Sarma and Shibendra Pathak be reinstated with full back wages.

35. Accordingly this issue is decided in favour of the workman.

36. Now coming to discussion on Issue No.2 :- . As per discussion held in issue No.1 this issue is also decided in favour of the workman.

ORDER

37. Accordingly, the management is directed to reinstate the services of 12 workmen with full back wages immediately as per provision of law.

38. Send the copy of the award to the appropriate government for publication.

39. Given under my hand and seal on this the day of 9th June, 2025 at Guwahati.

L. K. SAIKIA,
Presiding Officer,
Industrial Tribunal, Guwahati.