

# भारत का राजपत्र The Gazette of India

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नई दिल्ली, शनिवार, मई 19 2001/वैशाख 29, 1923

No. 20]

NEW DELHI, SATURDAY, MAY 19, 2001/VAISAKHA 29, 1923

इस भाग में निम्न पृष्ठ संख्या की जाती है जिससे कि यह अलग संकलन के रूप में  
रखा जा सके

Separate Pageing is given to this Part in order that it may be filed as a  
separate compilation

## भाग II—खण्ड 3—उप-खण्ड (II) PART II—Section 3—Sub-Section (II)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएँ  
Statutory Orders and Notifications Issued by the Ministries of the Government of India  
(other than the Ministry of Defence)

कार्मिक, लोक-शिकायत तथा पेशन मंत्रालय  
(कार्मिक और प्रशिक्षण विभाग)  
नई दिल्ली, 30 अप्रैल, 2001

कां. आ. 996 —केन्द्रीय सरकार, दिल्ली विशेष पुलिस  
स्थापना, अधिनियम, 1946 (1946 का अधिनियम 25)  
की धारा 6 के साथ पठित धारा 5 की उप धारा (1)  
द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, पंजाब सरकार,  
गृह और न्याय (मानवाधिकार कक्ष) विभाग की 04-04-2000  
की अधिसूचना संख्या 10/39/94/आई एच आर /  
1077 द्वारा दी गई महामति से एतद्वारा भारतीय दंड  
संहिता की धारा 364, 365, 342 के अधीन पुलिस  
नियंत्रण सिविल लाइन्स, अमृतसर में दत्त दिनांक 25-08-1999  
की प्रथम सूचना रिपोर्ट संख्या 177/99 में उल्लिखित  
प्रारंभों के अन्वेषण और उक्त अपराधों के संबंध में अथवा  
उनसे सम्बन्धित प्रत्यक्ष, दुष्प्रेरणों और प्रत्यक्ष और अप्रत्यक्ष  
प्रारंभों के क्रम में पथक उन्हीं तथ्यों से उद्भूत किसी अन्य  
अपराधों का अन्वेषण करने के लिए, दिल्ली विशेष पुलिस

स्थापना के सदस्यों की शक्तियों और अधिकारिता का  
विस्तार सम्पूर्ण राजस्थान राज्य के क्षेत्र में करती है।

[नं. 228/27/2001-ए वी डी -II]

हरि सिंह, अवर सचिव

MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES  
AND PENSION

(Department of Personnel & Training)

New Delhi, the 30th April, 2001

S.O. 996 —In exercise of the powers conferred by sub-section (1) of section 5 read with section 6 of the Delhi Special Police Establishment Act 1946 (Act No 25 of 1946), the Central Government with the consent of the State Government of Punjab vide Department of Home Affairs and Justice (Human Rights Cell) Notification No 10/39/94/IHR/1077 dated 4-4-2000 hereby extends the powers and jurisdiction of the members of Delhi Special Police Establishment to the whole of the State of Punjab for investigation of offences under section 364, 365 342 of the Indian Penal Code and any other offence(s), attempts, abetments and conspiracy in relation to or in connection with the said offences committed during the course of same

transaction or arising out of the same facts registered with Police Station Civil Lines, Amritsar vide FIR No. 177/99 dated 25-08-1999.

[No. 228/27/2001-AVD. II]

HARI SINGH, Under Secy

वित्त मंत्रालय

(राजस्व विभाग)

केन्द्रीय प्रत्यक्ष कर बोर्ड

नई दिल्ली, 6 फरवरी, 2001

(आयकर)

का.आ. सं. 997.—आयकर अधिनियम 1961 (1961 का 43) की धारा 10 के खंड (23) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एन.द्वारा "बलसार जिला क्रिकेट संघ बलसाड़" को कर निर्धारण वर्ष 2000-01 से 2002-03 के लिए निम्नलिखित शर्तों के अधीन रहते हुए उक्त खंड के प्रयोजनार्थ अधिसूचित करती है, अर्थात् —

- (1) कर निर्धारिणी इसकी आय का इस्तेमाल अथवा इसकी आय का इस्तेमाल करने के लिए इसका संचयन, ऐसे संचयन के लिए उक्त खंड (23) द्वारा यथा संशोधित धारा 11 के उपखंड (2) और (3) के प्रावधानों के अनुसार पूर्णतया तथा अनन्यतया उन उद्देश्यों के लिए करेगा, जिसके लिए इसकी स्थापना की गई है,
- (2) कर निर्धारिणी धारा 11 की उपधारा (5) में विनिर्दिष्ट एक या एक से अधिक ढंग अथवा तरीकों से भिन्न उपर्युक्त कर निर्धारण वर्षों से संगत पूर्व वर्ष के दौरान किसी भी अवधि के लिए उपर्युक्त खंड (23) के तहत प्रावधान के अंतर्गत जेवर फर्नीचर अथवा अन्य वस्तु जो बोर्ड द्वारा अधिसूचित की जा सकती है, के रूप में प्राप्त एवं अनुरक्षित स्वीच्छक अंशदान से भिन्न इसकी निधियों का निवेश नहीं करेगा अथवा उसे जमा नहीं करेगा,
- (3) कर निर्धारिणी इसमें संबद्ध किसी संघ अथवा संस्था को अनुदान के रूप में भिन्न इसकी आय के किसी भाग को किसी भी रूप में इनके सदस्यों को वितरित नहीं करेगा,
- (4) यह अधिसूचना किसी ऐसी आय के संबंध में लागू नहीं होगी, जो कि कारोबार से प्राप्त लाभ तथा अभिलाभ के रूप में हो जब तक कि ऐसा कारोबार उक्त कर निर्धारिणी के उद्देश्यों की प्राप्ति के लिए प्रासंगिक नहीं हो तथा ऐसे कारोबार के संबंध में अलग से लेखा-पुस्तिकाएं नहीं रखी जाती हों।

[अधिसूचना सं. 26/2001-फा.सं. 196/17/2000-या.क.नि. 1]

समर भद्र, अवर डिवि

MINISTRY OF FINANCE

(Department of Revenue)

CENTRAL BOARD OF DIRECT TAXES

New Delhi, the 6th February, 2001

(INCOME-TAX)

S.O. 997.—In exercise of the powers conferred by clause (23) of Section 10 of the Income Tax Act, 1961

(43 of 1961), the Central Government hereby notifies the "Balasar District Cricket Association, Valsad" for the purpose of the said clause for assessment years 2000-01 to 2002-03 subject to the following conditions, namely :—

- (i) the assessee will apply its income, or accumulate it for application, in consonance with the provisions of sub-sections (2) and (3) of Section 11 as modified by the said clause (23) for such accumulation wholly and exclusively to the objects for which it is established;
- (ii) the assessee will not invest or deposit its funds other than voluntary contributions received and maintained in the form of jewellery, furniture or any other article as may be notified by the Board under the third provisions to the aforesaid clause (23) for any period during the previous years relevant to the assessment years mentioned above otherwise) than in any one or more of the forms or modes specified in sub-section (5) of Section 11;
- (iii) the assessee will not distribute any part of its income in any manner to its members except as grants to any association or institution affiliated to it; and
- (iv) this notification will not apply in relation to any income, being profits and gains of business, unless the business is incidental to the attainments of the objectives of the assessee and separate books of accounts are maintained in respect of such business.

[Notification No. 26/2001/F. No. 196/17/2000-ITA-I]

SAMAR BHADRA, Under Secy.

नई दिल्ली, 16 मार्च, 2001

(आयकर)

का.आ. 998.— आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खंड (23) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एन.द्वारा "नमिलनाड क्रिकेट एसोसिएशन, चेन्नई" को 1998-99 से 2000-2001 तक के कर निर्धारण वर्षों के लिए निम्नलिखित शर्तों के अधीन रहते हुए उक्त खंड के प्रयोजनार्थ अधिसूचित करती है, अर्थात् :—

- (1) कर-निर्धारिणी उसकी आय का इस्तेमाल अथवा उसकी आय का इस्तेमाल करने के लिए उसका संचयन इस प्रकार के संचयन हेतु उक्त खंड (23) द्वारा यथा संशोधित धारा 11 की उपधारा (2) और (3) के उपबंधों के अनुरूप पूर्णतया तथा अनन्यतया उन उद्देश्यों के लिए करेगा जिसके लिए इसकी स्थापना की गई है;
- (2) कर निर्धारिणी उपर्युक्त कर निर्धारण वर्षों से संगत पूर्ववर्ती वर्षों की किसी भी अवधि के दौरान धारा 11 की उपधारा (5) में विनिर्दिष्ट किसी एक अथवा एक से अधिक ढंग अथवा तरीकों से भिन्न तरीकों से उसकी निधि (जेवर-व्याहृत, फर्नीचर अथवा किसी अन्य वस्तु, जिसे

उपयुक्त खंड (23) के तीसरे परन्तुक के अधीन बोर्ड द्वारा अधिसूचित किया जाए, के रूप में प्राप्त तथा अनुरक्षित स्वेच्छिक अंशदान से भिन्न) का निवेश नहीं करेगा अथवा उसे जमा नहीं करवा सकेगा;

- (3) कर निर्धारिती इसके सदस्यों को किसी भी तरीके से इसकी आय के किसी भाग का संवितरण इससे सम्बद्ध किसी एसोसिएशन अथवा संस्था को अनुदान के अलावा नहीं करेगा, और
- (4) यह अधिसूचना किसी ऐसी आय के संबंध में लागू नहीं होगी, जो कि कारोबार से प्राप्त लाभ तथा अभिलाभ हो जब तक कि ऐसा कारोबार उक्त कर-निर्धारित के उद्देश्यों की प्राप्ति के लिए प्रासंगिक नहीं हो तथा ऐसे कारोबार के संबंध में अलग से लेखा-पुस्तिकाएं नहीं रखी जाती हों।

[अधिसूचना सं. 68/2001/फा.स. 196/13/98-आयकर नि. नि.-1]

समर भद्र, अवर सचिव

New Delhi, the 16th March, 2001

#### (INCOME-TAX)

S.O. 998.—In exercise of the powers conferred by clause (23) of Section 10 of the Income Tax Act, 1961 (43 of 1961), the Central Government hereby notifies the "Tamil Nadu Cricket Association, Chennai" for the purpose of the said clause for assessment years 1998-1999 to 2000-2001 subject to the following conditions, namely :—

- (i) the assessee will apply its income, or accumulate it for application, in consonance with the provisions of sub-sections (2) and (3) of Section 11 as modified by the said clause (23) for such accumulation wholly and exclusively to the objects for which it is established;
- (ii) the assessee will not invest or deposit its funds (other than voluntary contributions received and maintained in the form of jewellery, furniture or any other article as may be notified by the Board under the third provision to the aforesaid clause (23) for any period during the previous years relevant to the assessment years mentioned above otherwise) than in any one or more of the forms or modes specified in sub-section (5) of Section 11;
- (iii) the assessee will not distribute any part of its income in any manner to its members except as grants to any association or institution affiliated to it; and
- (iv) this notification will not apply in relation to any income, being profits and gains of business, unless the business is incidental to the attainments of the objectives of the assessee and separate books of accounts are maintained in respect of such business.

[Notification No. 68/2001/F. No. 196/13/98-ITA-I]

SAMAR BHADRA, Under Secy.

नई दिल्ली, 19 मार्च, 2001

(आयकर)

का. आ. 999.—आयकर अधिनियम, 1961 (1961 का 43) को धारा 10 के खंड (23-ग) के उप-खंड (v) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा "श्री गंगाधरेश्वर ट्रस्ट, रिबिकेश, उत्तर प्रदेश" को 1998-99 से 2000-2001 तक के कर निर्धारण वर्षों के लिए निम्नलिखित शर्तों के अधीन रहते हुए उक्त उपखंड के प्रयोजनार्थ अधिसूचित करती है, अर्थात् :—

- (1) कर निर्धारिती उसकी आय का इस्तेमाल अथवा उसकी आय का इस्तेमाल करने के लिए उसका सचयन पूर्णतया तथा अन्वयता उन उद्देश्यों के लिए करेगा जिनके लिए इसकी स्थापना की गई है;
- (2) कर निर्धारिती उपर्युक्त कर निर्धारण वर्षों से संगत पूर्ववर्ती वर्षों की किसी भी अवधि के दौरान धारा 11 की उपधारा (5) में विनिर्दिष्ट किसी एक अथवा एक से अधिक दंग अथवा तरीकों से भिन्न तरीकों से उसकी निधि (जेबर-जबाहिरान, फर्नीचर अथवा किसी अन्य वस्तु आदि के रूप में प्राप्त तथा अनुरक्षित स्वेच्छिक अंशदान से भिन्न) का निवेश नहीं करेगा अथवा उसे जमा नहीं करवा सकेगा,
- (3) यह अधिसूचना किसी ऐसी आय के संबंध में लागू नहीं होगी, जोकि कारोबार से प्राप्त लाभ तथा अभिलाभ हो जब तक कि ऐसा कारोबार उक्त कर निर्धारिती के उद्देश्यों की प्राप्ति के लिए प्रासंगिक नहीं हो तथा ऐसे कारोबार के संबंध में अलग से लेखा-पुस्तिकाएं नहीं रखी जाती हों;
- (4) कर निर्धारिती आयकर अधिनियम, 1961 के प्रावधानों के अनुसार अपनी आय बिबरणों नियमित रूप से आयकर प्राधिकारी के समक्ष फाइल करेगा,
- (5) विषय की स्थिति में अनिवार्य नगिया और परिसम्पत्तियां समान उद्देश्य वाले धर्मार्थ संगठन को दे दी जाएगी।

[अधिसूचना सं. 70/2001/फा.स. 197/116/2000-प्रा. क. नि.-1]

समर भद्र, अवर सचिव

New Delhi, the 19th March, 2001

(INCOME-TAX)

S.O. 999.—In exercise of the powers conferred by the sub-clause (v) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies the "Shree Gangadharshwar Trust, Rishikesh, U.P." for the purpose of the said sub-clause for the assessment years 1998-99 to 2000-2001 subject to the following conditions, namely :—

- (i) the assessee will apply its income, or accumulate for application, wholly and exclusively to the objects for which it is established;
- (ii) the assessee will not invest or deposit its funds (other than voluntary contributions received and maintained in the form of jewellery, furniture etc.) for any period during the previous years relevant to the assessment years mentioned above otherwise than in any one or more of the forms or modes specified in sub-section (5) of Section 11;
- (iii) this notification will not apply in relation to any income being profits and gains of business, unless the business is incidental to the attainment of the objectives of the assessee and separate books of accounts are maintained in respect of such business.
- (iv) the assessee will regularly file its return of income before the income-tax authority in accordance with the provisions of the Income-tax Act, 1961.
- (v) that in the event of dissolution, its surplus and the assets will be given to a charitable organisation with similar objectives.

[Notification No. 70/2001/F. No. 197/116/2000-ITA-I]

SAMAR BHADRA, Under Secy.

नई दिल्ली, 19 मार्च, 2001

(आयकर)

का.आ. 1000.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खंड 23 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुये केन्द्रीय सरकार एतद्वारा "दि कर्नाटक स्टेट बिलियर्ड्स एसोसिएशन, बंगलूर" को 2000-2001 से 2001-2002 तक के कर निर्धारण वर्षों के लिये निम्नलिखित शर्तों के अधीन रहते हुये उक्त खंड के प्रयोजनार्थ अधिसूचित करती है, अर्थात् :—

- (1) कर निर्धारिती उसकी आय का इस्तेमाल अथवा उसकी आय का इस्तेमाल करने के लिये उसका संचयन इस प्रकार के संचयन हेतु उक्त खण्ड (23) द्वारा या संशोधित धारा 11 की उपधारा (2) और (3) के उपबंधों के अनुरूप पूर्णतया तथा गन्तव्यता उन उद्देश्यों के लिये करेगा जिनके लिये इसकी स्थापना की गई है;

(2) कर निर्धारिती उपर्युक्त कर निर्धारण वर्षों से संगत पूर्ववर्ती वर्षों की किसी भी अवधि के दौरान धारा 11 की उपधारा (5) में विनिर्दिष्ट किसी एक अथवा एक से अधिक ढंग अथवा तरीकों से भिन्न तरीकों से उसकी निधि (जैवर-जवाहिरात, फर्नीचर अथवा किसी अन्य वस्तु, जिसे उपर्युक्त खंड (23) के तीसरे परन्तक के अधीन बोर्ड द्वारा अधिसूचित किया जाये, के रूप में प्राप्त तथा अनुरक्षित स्वेच्छिक अंशदान से भिन्न) का निवेश नहीं करेगा अथवा उसे जमा नहीं करवा सकेगा;

(3) कर निर्धारिती उसके सदस्यों को किसी भी तरीके से इसकी आय के किसी भाग का संवितरण इससे सम्बद्ध किसी एसोसिएशन अथवा संस्था को अनुदान के अलावा नहीं करेगा; और

(4) यह अधिसूचना किसी ऐसी आय के संबंध में लागू नहीं होगी, जो कि कारोबार से प्राप्त लाभ तथा अभिलाभ हो जब तक कि ऐसा कारोबार उक्त कर निर्धारिती के उद्देश्यों की प्राप्ति के लिये प्रासंगिक नहीं हो तथा ऐसे कारोबार के संबंध में अलग से लेखा-पुस्तिकाएं नहीं रखी जाती हों।

[अधिसूचना सं. 74/2001/फा.स. 196/4/2001-आयकर नि.-I]

समर भद्र, अवर सचिव

New Delhi, the 19th March, 2001

(INCOME-TAX)

S.O. 1000.—In exercise of the powers conferred by clause (23) of Section 10 of the Income Tax Act, 1961 (43 of 1961), the Central Government hereby notifies the "The Karnataka State Billiards Association, Bangalore" for the purpose of the said clause for assessment years 2000-2001 to 2001-2002 subject to the following conditions, namely :—

- (i) the assessee will apply its income, or accumulate it for application, in consonance with the provisions of sub-sections (2) and (3) of Section 11 as modified by the said clause (23) for such accumulation wholly and exclusively to the objects for which it is established;
- (ii) the assessee will not invest or deposit its funds (other than voluntary contributions received and maintained in the form of jewellery, furniture or any other article as may be notified by the Board under the third provision to the aforesaid clause (23) for any period during the previous years relevant to the assessment years mentioned above otherwise) than in any one or more of the forms or modes specified in sub-section (5) of Section 11;

- (iii) the assessee will not distribute any part of its income in any manner to its members except as grants to any association or institution affiliated to it; and
- (iv) this notification will not apply in relation to any income, being profits and gains of business, unless the business is incidental to the attainments of the objectives of the assessee and separate books of accounts are maintained in respect of such business.

[Notification No. 74/2001/F. No. 196/4/2001-ITA-I]

SAMAR BHADRA, Under Secy.

नई दिल्ली, 11 अप्रैल, 2001

(आयकर)

का. आ 1001.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खंड (23) द्वारा प्रदत्त शक्तियों का प्रयोग करने हेतु केन्द्रीय सरकार एतद्वारा "केरल फुटबाल एसोसिएशन, त्रिवनन्त पुरम" को 1999-2000 तक के कर-निर्धारण वर्षों के लिये निम्नलिखित शर्तों के अधीन रहते हुए उक्त खंड के प्रयोजनार्थ अधिसूचित करती है, अर्थात् —

- (i) कर-निर्धारिती उसकी आय का इस्तेमाल अथवा उसकी आय का इस्तेमाल करने के लिये उसका संचयन इस प्रकार के संचयन हेतु उक्त खंड (23) द्वारा यथा सशोधित धारा 11 की उपधारा (2) और (3) के उपबन्धों के अन्तर्गत पूर्णतया तथा अनन्यतया उन उद्देश्यों के लिये करेगा जिनके लिये इसकी स्थापना की गई है;
- (ii) कर-निर्धारिती उपर्युक्त कर निर्धारण वर्षों से सगत पूर्ववर्ती वर्षों की किसी भी अवधि के दौरान धारा 11 की उपधारा (5) में विनिर्दिष्ट किसी एक अथवा एक से अधिक 'वर्ग अथवा तरीकों' में भिन्न तरीकों से उसकी निधि (जैसे—जवाहिरान, फर्नीचर अथवा किसी अन्य वस्तु, जिसे उपर्युक्त खंड (23) के तीसरे परन्तक के अधीन बोर्ड द्वारा अधिसूचित किया जाये, के रूप में प्राप्त तथा अनुरक्षित स्वैच्छिक अशदान से भिन्न) का निवेश नहीं करेगा अथवा उसे जमा नहीं करेगा संवेगा,
- (iii) कर-निर्धारिती इसके सदस्यों का किसी भी तरीके से इसकी आय के किसी भाग का संचितरण इससे सम्बद्ध किसी एसोसिएशन अथवा संस्था को अनुदान के अन्वावा नहीं करेगा, और
- (iv) यह अधिसूचना किसी ऐसी आय के संबंध में लागू नहीं होगी, जो कि कारोबार से प्राप्त लाभ तथा अभिलाभ के रूप में हो जब तक कि ऐसा कारोबार उक्त कर निर्धारिती के उद्देश्यों की प्राप्ति

के लिए प्रासंगिक ही हो तथा ऐसे कारोबार के संबंध में अलग से लेखा-पुस्तिकाएँ नहीं रखी जाती हो।  
[अधिसूचना संख्या 95/2001—फा.स. 196/9/2001  
आयकर नि. 1)]

समर भद्र, उबर सचिव

New Delhi, the 11th April, 2001

(INCOME-TAX)

S.O. 1001.—In exercise of the powers conferred by clause (23) of Section 10 of the Income Tax Act, 1961 (43 of 1961), the Central Government hereby notifies the "Kerala Football Association, Thiruvananthapuram" for the purpose of the said clause for assessment years 1999-2000 subject to the following conditions, namely :—

- (i) the assessee will apply its income, or accumulate it for application, in consonance with the provisions of sub-sections (2) and (3) of Section 11 as modified by the said clause (23) for such accumulation wholly and exclusively to the objects for which it is established;
- (ii) the assessee will not invest or deposit its funds (other than voluntary contributions received and maintained in the form of jewellery, furniture or any other article as may be notified by the Board under the third provision to the aforesaid clause (23) for any period during the previous years relevant to the assessment years mentioned above otherwise than in any one or more of the forms or modes specified in sub-section (5) of Section 11;
- (iii) the assessee will not distribute any part of its income in any manner to its members except as grants to any association or institution affiliated to it; and
- (iv) this notification will not apply in relation to any income, being profits and gains of business, unless the business is incidental to the attainments of the objectives of the assessee and separate books of accounts are maintained in respect of such business.

[Notification No. 95/2001/F. No. 196/9/2001-ITA-I]

SAMAR BHADRA, Under Secy

नई दिल्ली, 11 मई, 2001

(आयकर)

का. आ 1002 —आयकर अधिनियम, 1961 (1961 का 43) की धारा 80छ की उपधारा (2) के खण्ड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करने हेतु, केन्द्र सरकार एतद्वारा "एनर्गिकुलम खेल, भ्रम समिति, एनर्गिकुलम, कोच्ची" को केरल राज्य और निकटस्थ अन्य राज्यों में सार्वजनिक पूजा का विख्यात स्थल होने के कारण उक्त धारा के प्रयोजनार्थ विनिर्दिष्ट करती है।

यह अधिसूचना कर निर्धारण वर्ष 1999-2000 से 2001-2002 तक के मरम्मत/पुनर्स्थापना कार्य के लिये ही वैध होगी।

[अधिसूचना स. 123/2001/फा.सं. 176/24/2000-आई टो ए-1]

समर भद्र, अवर सचिव

New Delhi, the 11th May, 2001

(INCOME-TAX)

S.O. 1002.—In exercise of the powers conferred by the clause (b) of sub-section (2) of Section 80G of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby specifies the "Ernakulam Kshetra Kshema Samithi, Ernakulam, Kochi" to be a place of public worship of renown throughout the State of Kerala and other nearby States for the purpose of the said Section.

The notification will be valid only for the repair/renovation work for the assessment years 1999-2000 to 2001-2002.

[Notification No. 123/2001/F. No. 176/24/2000-ITA-1]

SAMAR BHADRA, Under Secy.

केन्द्रीय उत्पाद शुल्क आयुक्त का कार्यालय

मदुरै, 25 अप्रैल, 2001

स. 021/2001-सीमा शुल्क (एन.टी.)

का.आ. 1003.—सीमा शुल्क अधिनियम, 1962 की धारा 9 जो भारत सरकार, वित्त मंत्रालय, राजस्व विभाग, नई दिल्ली के अधिसूचना सं. 33/94-सीमा शुल्क (एन.टी.) दिनांक 1/7/94 के साथ पठित, द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैं एतद्वारा तमिलनाडु राज्य के मदुरै जिला, मदुरै दक्षिण तालुका के 'अवनियापुरम गांव' को सीमा शुल्क अधिनियम 1962 (1962 का 52) के अधीन शत प्रतिशत निर्यातोन्मुख उपक्रम स्थापित करने हेतु भांडागार घोषित करता हूँ।

[फाईल : सी.सं. IV/16/47/2001-टी-2]

एन. शशिधरन, आयुक्त

Office of the Commissioner of Central Excise

Madurai, the 25th April, 2001

No. 021/2001-CUSTOMS (N.T.)

S.O. 1003.—In exercise of powers conferred on me under Section 9 of the Customs Act, 1962 (52 of 1962) read with Notification No. 33/94 Customs(N.T.) dated 1-7-94 of the Government of India, Ministry of Finance, Department of Revenue, New Delhi, I hereby declare "Avaniyapuram Village, Madurai South Taluk, Madurai District" in the State of Tamil Nadu to be a warehousing station under the Customs Act 1962 (52 of 1962) for the purpose of setting up of 100 per cent Export Oriented Undertakings.

[File C. No. IV/16/47/2001-T.2]

N. SASIDHARAN, Commissioner

(आर्थिक कार्य विभाग)

(बैंकिंग प्रभाग)

नई दिल्ली, 3 मई, 2001

का.आ. 1004.—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1980 के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1980 की धारा 9 की उप-धारा (3) के खण्ड (ज) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा श्री अजय मारू (मुख्य सम्पादक, रांची एक्सप्रेस, हिन्दी दैनिक, रांची) निवासी - एक्सप्रेस भवन, 55, बारालाल स्ट्रीट, रांची-1 को 3 मई, 2001 से तीन वर्ष की अवधि के लिए ओरिएंटल बैंक ऑफ़ कामर्स के बोर्ड में अंशकालिक गैर-सरकारी निदेशक के पद पर नामित करती है।

[फा.सं. 9/17/2000-बी.ओ.-I(i)]

रमेश चन्द, अवर सचिव

(Department of Economic Affairs)

(Banking Division)

New Delhi, the 3rd May, 2001

S.O. 1004.—In exercise of the powers conferred by clause (b) of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertaking) Act, 1980 read with sub-clause (1) of Clause 3 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1980, the Central Government, hereby nominate Shri Ajay Maroo, (Chief Editor, Ranchi Express, Hindi Daily, Ranchi) resident of Express Bhavan, 55, Baralal Street, Ranchi-1 as a part-time non-official director on the Board of Oriental Bank of Commerce for a period of three years with effect from 3rd May, 2001.

[F. No. 9/17/2000-B.O.I(i)]

RAMESH CHAND, Under Secy.

नई दिल्ली, 3 मई, 2001

का.आ. 1005.—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970 के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970 की धारा 9 की उप-धारा (3) के खंड (ज) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा श्री तुलसी अग्रवाल, व्यवसायी, निवासी - बी-111, फेज-1, अशोक विहार, दिल्ली-110052 को 3 मई, 2001 से तीन वर्ष की अवधि के लिए देना बैंक के बोर्ड में अंशकालिक गैर-सरकारी निदेशक के पद पर नामित करती है।

[फा.सं. 9/17/2000-बी.ओ.-I(ii)]

रमेश चन्द, अवर सचिव

New Delhi, the 3rd May, 2001

S.O. 1005.—In exercise of the powers conferred by clause (b) of sub-section (3) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertaking) Act, 1970, read with sub-clause (1) of Clause 3 of the Nationalised Banks (Management and

Miscellaneous Provisions) Scheme, 1980, the Central Government, hereby nominate Shri Tulsī Agarwal, Businessman, resident of B-111, Phase-1, Ashok Vihar, Delhi-110052 as a part-time non-official director on the Board of Dena Bank for a period of three years with effect from 3rd May, 2001.

[F. No. 9/17/2000-B.O.I(ii)]  
RAMESH CHAND, Under Secy.

नई दिल्ली, 04 मई, 2001

का.आ. 1006.—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970 के खण्ड 3 के उपखण्ड (1) और खण्ड 8 के उपखण्ड (1) के साथ पठित बैंककारी कम्पनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970 की धारा 9 की उप-धारा 3 के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात्, एतद्द्वारा श्री एम. एस. कपूर, जो इस समय पंजाब एण्ड सिंध बैंक में कार्यपालक निदेशक हैं, को उनके कार्यभार ग्रहण करने की तारीख से 31 मार्च, 2006 तक अर्थात् उनकी अधिवर्षिता की तारीख तक मिडिकेट बैंक के कार्यपालक निदेशक (पूर्णकालिक निदेशक) के रूप में नियुक्त करती है।

[फा सं. 9/5/2001-बी.ओ.-I]

रमेश चन्द, अवर सचिव

New Delhi, the 4th May, 2001

S.O. 1006.—In exercise of the powers conferred by clause (a) of sub-section (3) of section 9 of the Banking Companies (Acquisition and transfer of Undertakings) Act, 1970, read with sub-clause (1) of clause 3 and sub-clause (1) of clause 8 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government after consultation with the reserve Bank of India, hereby appoints Shri M. S. Kapur, presently Executive Director, Punjab and Sind Bank as Executive Director, (whole-time director), Syndicate Bank for the period from the date of his taking charge and upto 31st March, 2006 i.e. upto the date of his superannuation.

[No. 9/5/2001-B.O.I]

RAMESH CHAND, Under Secy.

कोयला मंत्रालय

आदेश

नई दिल्ली, 04 मई, 2001

का.आ. 1007.—कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है की धारा 9 की उपधारा (1) के अधीन निम्नलिखित गैर, भारत सरकार के

कोयला मंत्रालय की अधिसूचना संख्याक या. प्रा. 1938, तारीख 17 अगस्त, 2000 के, भारत के राजपत्र, तारीख 2 सितम्बर, 2000 में प्रकाशित होने पर, उक्त अधिसूचना से संलग्न अनुसूची में वर्णित भूमि और उन भूमियों (जिन्हें इसमें इसके पश्चात् उक्त भूमि कहा गया है) में या उस पर के अधिकार उक्त अधिनियम की धारा 10 की उपधारा (1) के अधीन सभी विलंगमों में मुक्त होकर, आन्वयिक रूप से केन्द्रीय सरकार में निहित हो गये हैं।

और केन्द्रीय सरकार का यह समाधान हो गया है कि नार्दन कोलफील्ड्स लिमिटेड, सिंगरीली (जिसे इसमें इसके पश्चात् उक्त कंपनी कहा गया है) जा एक सरकारी कंपनी है, ऐसे निबंधनों और शर्तों का, जिन्हें केन्द्रीय सरकार इस निमित्त अधिरोपित करना उचित समझे, अनुपालन करने के लिये राजामंद है।

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 11 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुये, यह निदेश देती है कि इस प्रकार निहित उक्त भूमि और उक्त भूमियों में या उस पर के अधिकार, तारीख 2 सितम्बर, 2000 के केन्द्रीय सरकार से इस प्रकार निहित बने रहने की शर्तों, निम्नलिखित निबंधनों और शर्तों के अधीन रहने हुये, उक्त कंपनी में निहित हो जावेगे, अर्थात्—

- (1) उक्त कंपनी, उक्त अधिनियम के उपबंधों के अधीन अवधारित प्रतिफल, ब्याज, नुकसानी और वैसी ही मदों की बाबत किये गये सभी संदायों की केन्द्रीय सरकार को प्रतिपूर्ति करेगी;
- (2) उक्त कंपनी, द्वारा शर्त (1) के अधीन, केन्द्रीय सरकार को संदेय रकमों का अवधारण करने के प्रयोजन के लिये एक अधिकरण का गठन किया जायेगा तथा ऐसे किसी अधिकरण और ऐसे अधिकरण की सहायता के लिये नियुक्त व्यक्तियों के संबंध में उपगत सभी व्यय, उक्त कंपनी वहन करेगी और इसी प्रकार, इस प्रकार निहित उक्त भूमि में या उस पर के अधिकारों के लिये या उनके संबंध में सभी विधिक कार्यवाहियों, जैसे अपील, आदि की बाबत उपगत सभी व्यय भी उक्त कंपनी वहन करेगी,
- (3) उक्त कंपनी, केन्द्रीय सरकार और उसके पदधारियों की ऐसे, किसी अन्य व्यय के संबंध में, जो इस प्रकार निहित उक्त भूमि में या उस पर के अधिकारों के बारे में, केन्द्रीय सरकार और या उसके पदधारियों द्वारा या उनके विशिष्ट किन्हीं कार्यवाहियों के संबंध में आवश्यक हो, क्षतिपूर्ति करेगी,
- (4) उक्त कंपनी को, केन्द्रीय सरकार के पूर्व अनुमोदन के बिना, उक्त भूमि किसी अन्य व्यक्ति को अंतरित करने की शक्ति नहीं होगी, और

(5) उक्त कंपनी, जेसे निम्ना या शर्तों का, जो केन्द्रीय सरकार द्वारा, जहाँ कभी आवश्यक हो, उक्त भूमि के निश्चित क्षेत्रों के लिये दिये जाये या अधिग्रहित की जाये, पालन करेगी।

[फा नं 43015/12/96/एन डब्ल्यू/पी प्रार याई डब्ल्यू]

सजय बहादुर, उप सचिव

## MINISTRY OF COAL

### Order

New Delhi, the 4th May, 2001

S O 1007 —Whereas on the publication of the notification of the Government of India in the Ministry of Coal number S.O 1938 dated the 17th August 2000 issued under sub-section (i) of section 9 of the Coal Bearing Areas (Acquisition and Development) Act 1957 (20 of 1957) (hereinafter referred to as the said Act) published in the Gazette of India dated the 2nd September 2000, the land and rights in or over the lands as described in the Schedule appended to the said notification (hereinafter referred to as the said lands) vested absolutely in the Central Government free from all encumbrances under sub-section (1) of section 10 of the said Act;

And whereas the Central Government is satisfied that the Northern Coalfields Limited, Singrauli (hereinafter referred to as the said Company) a Government Company willing to comply with such terms and conditions as the Central Government thinks fit to impose in this behalf.

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 11 of the said Act, the Central Government hereby directs that the land and rights in or over such lands so vested shall, with effect from the 2nd September 2000 instead of continuing to so vest in the Central Government vest in the said

Company, subject to the following terms and conditions, namely.—

- (1) the said Company shall re-imburse the Central Government all payments made in respect of compensation, interest, damages and the like as determined under the provisions of the said Act;
- (2) a tribunal shall be constituted for the purpose of determining the amounts payable to the Central Government by the said Company under condition (1), and all expenditure incurred in connection with any such tribunal and persons appointed to assist the tribunal shall be borne by the said Company and similarly, all expenditure incurred in respect of all legal proceedings like appeals etc for or in connection with the rights in or over the said lands so vesting shall also be borne by the said Company;
- (3) the said Company shall indemnify the Central Government and its officials against any other expenditure that may be necessary in connection with any proceedings by or against the Central Government and or its officials regarding the rights in or over the said lands so vesting;
- (4) the said Company shall have no power to transfer the said lands to any other person without the previous approval of the Central Government; and
- (5) the said Company shall abide by such directions or conditions as may be given or imposed by the Central Government for particular areas of the said lands as and when necessary.

[F. No 43015/12/96/LW/PRIW]  
SANJAY BAHADUR, Dy. Secy..

नई दिल्ली, 4 मई, 2001

का.आ. 1008.—केन्द्रीय सरकार को यह प्रतीत होता है कि इससे उपाखण्ड अनुसूची में उल्लिखित भूमि में कोयला अधिप्राप्त किये जाने की संभावना है,

अतः, अब, केन्द्रीय सरकार कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इससे इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करने हवे, उस क्षेत्र में कोयले का पूर्वेक्षण करने के अपने आशय की सूचना देती है,

इस अधिसूचना के अन्तर्गत आने वाले क्षेत्रों की योजना सं. सी-1(ई) 3 एफ आर/669-042000 तारीख 27 अप्रैल, 2000 का निरीक्षण वेस्टर्न कोणफील्ड्स लिमिटेड (राजस्थान विभाग) कोन इस्टेट, मिथिल लाइन्स, नागपुर-140001 (महाराष्ट्र) के कार्यालय से या कलेक्टर, नागपुर (महाराष्ट्र) के कार्यालय से या कोयला नियंत्रक, 1, काउन्सिल हाऊस स्ट्रीट, कलकत्ता के कार्यालय में किया जा सकता है।

इस अधिसूचना के अन्तर्गत आने वाली भूमि में, जिनका मनी व्यक्ति उस अधिनियम की धारा 13 की उपधारा (7) में निर्दिष्ट सभी नक्शों, चाटों और अन्य दस्तावेजों को इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से नव्वे दिनों के भीतर भारसाधक अधिकारी/विभागाध्यक्ष (राजस्व) वेस्टर्न कोलफील्ड्स लिमिटेड, कोल इस्टेट, सिविल लाइन्स, नागपुर-440001 (महाराष्ट्र) को भेजेंगे।

अनुसूची

मिंगोरी ब्लॉक

नागपुर क्षेत्र

जिला नागपुर (महाराष्ट्र)

(योजना सं. सी.-1(ई)III/FR/669-042000, तारीख 27 अप्रैल, 2000)

| क्रम संख्यांक | ग्राम का नाम | पटवारी सर्वेक्षण संख्या | तहसील    | जिला   | क्षेत्र हेक्टेयर में | टिप्पणी |
|---------------|--------------|-------------------------|----------|--------|----------------------|---------|
| 1.            | डोरली        | 12                      | पारसिओली | नागपुर | 238.40               | भाग     |
| 2             | साहोली       | 12                      | पारसिओली | नागपुर | 325.40               | भाग     |
| 3             | सिंगोरी      | 12                      | पारसिओली | नागपुर | 250.80               | भाग     |

कुल क्षेत्र 814.60 हेक्टेयर (लगभग)

या

2012.95 एकड़ (समभाग)

सीमा वर्णन :

- क-ख : रेखा बिन्दु क में आरम्भ होती है और ग्राम मिंगोरी से होकर जाती है फिर ग्राम मिंगोरी की बाहरी सीमा के साथ-साथ होती हुई जाती है और ग्राम डोरली से होकर आगे बढ़ती है तथा बिन्दु ख पर मिलती है।
- ख-ग-घ : रेखा ग्राम डोरली और बागोरा की सम्मिलित ग्राम सीमा के साथ-साथ जाती है फिर ग्राम डोरली से होकर जाती है और बिन्दु घ पर मिलती है।
- घ-क : ग्राम साहोली से होकर जाती है फिर ग्राम सिंगोरी से होकर आगे बढ़ती है और आरम्भिक बिन्दु क पर मिलती है।

[संख्या 43015/2/2001-पी आर आई डब्ल्यू]

संजय बहादुर, उप सचिव

New Delhi, the 4th May, 2001

S.O. 1008.—Whereas it appears to the Central Government that coal is likely to be obtained from the lands mentioned in the schedule hereto annexed;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act), the Central Government hereby gives notice of its intention to prospect for coal therein;

The plan bearing No. C-1 (E)II/FR/669-042000 dated the 27th April, 2000 of the area covered by this notification can be inspected in the office of the Western Coalfields Limited (Revenue Department), Coal Estate, Civil Lines, Nagpur-440001 (Maharashtra) or in the office of the Collector, Nagpur (Maharashtra) or in the office of the Coal Controller, 1, Council House Street, Calcutta.

All persons interested in the lands covered by this notification shall deliver all maps, charts and other documents referred to in sub-section (7) of section 13 of the said Act to the Officer-in-Charge/Head of the Department (Revenue), Western Coalfields Limited, Coal Estate, Civil Lines, Nagpur-440 001 (Maharashtra) within ninety days from the date of publication of this notification.

SCHEDULE  
SINGORI BLOCK

NAGPUR AREA

DISTRICT NAGPUR (MAHARASHTRA)

(Plan No. C-1 (E)III/FR/669-042000, dated the 27th April, 2000).

| Sl. Number | Name of Village | Patwari circle number | Tahsil   | District | Area in hectares | Remarks |
|------------|-----------------|-----------------------|----------|----------|------------------|---------|
| 1          | 2               | 3                     | 4        | 5        | 6                |         |
| 1.         | Dorli           | 12                    | Parseoni | Nagpur   | 238.40           | Part    |
| 2.         | Saholi          | 12                    | Parseoni | Nagpur   | 325.40           | Part    |
| 3.         | Singori         | 12                    | Parseoni | Nagpur   | 250.80           | Part    |

Total area : 814.60 hectares (approximately)

or

2012 95 acres (approximately)

Boundary description :

- A—B : Line starts from point 'A' and passes through village Singori then passes along the outer boundary of village Singori and proceeds through village Dorli and meets at point 'B'.
- B—C—D : Line passes along the common village boundary of villages Dorli and Waghoda then passes through village Dorli and meets and point 'D'.
- A : Line passes through village Saholi then proceeds through village Singori and meets at starting point 'A'.

[No. 43015/2/2001-PRIW]

SANJAY BAHADUR, Dy. Secy.

स्वास्थ्य और परिवार कल्याण मंत्रालय

(स्वास्थ्य विभाग)

नई दिल्ली, 30 अप्रैल, 2001

क्र.आ. 1009 :—केन्द्रीय सरकार, भारतीय आयुर्विज्ञान परिषद अधिनियम, 1956, (1956 का 102) की धारा 11 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय आयुर्विज्ञान परिषद से परामर्श करने के पश्चात्, उक्त अधिनियम की प्रथम अनुसूची में निम्नलिखित और संशोधन करती है, अर्थात्—

उक्त प्रथम अनुसूची में,—

(क) “वादा फरीद यतिवैस्ति ऑफ हैल्थ साइन्स, फरीदकोट”, के सामने ‘मान्यताप्राप्त आयुर्विज्ञान अर्हता’ शीर्षक के अधीन (जिसे इसमें इसके पश्चात् प्त्तंभ (2) कहा गया) ‘डॉक्टर ऑफ मेडिसिन (नेत्र विज्ञान)’ प्रविष्टि और ‘रजिस्ट्रीकरण के लिए

संक्षेपाक्षर' शीर्षक के अधीन (जिसे इसमें इसके पश्चात् स्तंभ (3) कहा गया है) उससे संबंधित प्रविष्टि के पश्चात् निम्नलिखित अंतःस्थापित किया जाएगा, अर्थात् :—

| 2                                     | 3                                                                                                                                                                               |
|---------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| "मास्टर ऑफ सर्जरी (क. ना. कं.)        | एम.एस. (क. ना. कं.)<br>(यह अर्हता तभी मान्यताप्राप्त आयुर्विज्ञान अर्हता होगी जब गवर्नमेंट मेडिकल कालेज, अमृतसर की बाबत, नवम्बर, 1999 में या उसके पश्चात् प्रदान की गई है)      |
| डाक्टर ऑफ मेडिसिन (मनोविकार चिकित्सा) | एम.डी. (मनोविकार चिकित्सा)<br>(यह अर्हता तभी मान्यताप्राप्त आयुर्विज्ञान अर्हता होगी जब दयानंद मेडिकल कालेज, सुधियाना की बाबत, जुलाई, 1999 में या उसके पश्चात् प्रदान की गई है) |

(ख) "काशी हिन्दू विश्वविद्यालय", के सामने स्तंभ (2) में, 'डाक्टर ऑफ मेडिसिन (अंतःस्त्राव विज्ञान)' प्रविष्टि और स्तंभ (3) में उससे संबंधित प्रविष्टि के पश्चात् निम्नलिखित अंतःस्थापित किया जाएगा, अर्थात् :—

| 2                                    | 3                                                                                                                                                                                      |
|--------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| "मास्टर ऑफ सर्जरी (प्लास्टिक सर्जरी) | एम.सी.एच. (प्लास्टिक सर्जरी)<br>(यह अर्हता तभी मान्यताप्राप्त आयुर्विज्ञान अर्हता होगी जब इंस्टीट्यूट ऑफ मेडिकल साइंस, वाराणसी की बाबत, जून, 1978 में या उसके पश्चात् प्रदान की गई है) |

(ग) "बुंदेलखंड विश्वविद्यालय", के सामने स्तंभ (2) में, 'डाक्टर ऑफ मेडिसिन (सामान्य आयुर्विज्ञान)' प्रविष्टि और स्तंभ (3) में उससे संबंधित प्रविष्टि के पश्चात् निम्नलिखित अंतःस्थापित किया जाएगा, अर्थात् :—

| 2                                         | 3                                                                                                                                                                               |
|-------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| "डाक्टर ऑफ मेडिसिन (बाल चिकित्सा विज्ञान) | एम.डी. (बाल चिकित्सा विज्ञान)<br>(यह अर्हता तभी मान्यताप्राप्त आयुर्विज्ञान अर्हता होगी जब एम.एल.बी. मेडिकल कालेज, झांसी की बाबत, मई, 1983 में या उसके पश्चात् प्रदान की गई है) |
| डिप्लोमा इन चाइल्ड हेल्थ                  | डी.सी.एच.<br>(यह अर्हता तभी मान्यताप्राप्त आयुर्विज्ञान अर्हता होगी जब एम.एल.बी. मेडिकल कालेज, झांसी की बाबत, मई, 1982 में या उसके पश्चात् प्रदान की गई है)"                    |

(घ) "विश्वविद्यालय या आयुर्विज्ञान संस्थान", [जिसे इसमें इसके पश्चात् स्तंभ (1) कहा गया है] शीर्षक के अधीन 'भारतीय विश्वविद्यालय' और स्तंभ (2) और स्तंभ (3) में उससे संबंधित प्रविष्टियों के पश्चात् निम्नलिखित अंतःस्थापित किया जाएगा, अर्थात् :—

| 1                | 2                                    | 3                                                                                                                                                                                     |
|------------------|--------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| "भारती विद्यापीठ | बैचलर ऑफ मेडिसिन एंड बैचलर ऑफ सर्जरी | एम.बी.बी.एस.<br>(यह अर्हता तभी मान्यताप्राप्त आयुर्विज्ञान अर्हता होगी जब भारतीय विद्यापीठ मेडिकल कालेज, धनकावाड़ी, पुणे की बाबत, दिसम्बर, 2000 में या उसके पश्चात् प्रदान की गई है)" |

(क) "गुजरात विश्वविद्यालय", के सामने स्तंभ (2) में, 'डाक्टर ऑफ मेडिसिन (सूक्ष्म जल विज्ञान)' प्रविष्टि और स्तंभ (3) में उससे संबंधित प्रविष्टि के पश्चात् निम्नलिखित अंतःस्थापित किया जाएगा, अर्थात् :—

2

3

"मास्टर ऑफ सर्जरी (प्लास्टिक सर्जरी)

एम.सी.एच. (प्लास्टिक सर्जरी)

(यह अर्हता तभी मान्यताप्राप्त आयुर्विज्ञान अर्हता होगी जब बी.जे. मेडिकल कॉलेज, अहमदाबाद की बाबत, मार्च, 1990 में या उसके पश्चात् प्रदान की गई है)"

(ख) "गुजरात विश्वविद्यालय", के सामने स्तंभ (2) में, 'डाक्टर ऑफ मेडिसिन (त्वचा और रक्त रोग विज्ञान)' प्रविष्टि और स्तंभ (3) में उससे संबंधित प्रविष्टि के पश्चात् निम्नलिखित अंतःस्थापित किया जाएगा, अर्थात् :—

2

3

"मास्टर ऑफ सर्जरी (क. ना. कं.)

एम.एस. (क. ना. कं.)

(यह अर्हता तभी मान्यताप्राप्त आयुर्विज्ञान अर्हता होगी जब गवर्नमेंट मेडिकल कॉलेज, अमृतसर की बाबत, 1970 से 1975 तक प्रदान की गई है)"

(घ) "गुजरात विश्वविद्यालय", के सामने स्तंभ (2) में, 'डाक्टर ऑफ मेडिसिन (मनोविकार चिकित्सा)' प्रविष्टि और स्तंभ (3) में उससे संबंधित प्रविष्टि के पश्चात् निम्नलिखित अंतःस्थापित किया जाएगा, अर्थात् :—

2

3

"मास्टर ऑफ सर्जरी (क. ना. कं.)

एम.एस. (क. ना. कं.)

(यह अर्हता तभी मान्यताप्राप्त आयुर्विज्ञान अर्हता होगी जब गवर्नमेंट मेडिकल कॉलेज, अमृतसर की बाबत, 1975 से नवम्बर, 1999 तक प्रदान की गई है)"

(ज) "जम्मू विश्वविद्यालय", के सामने स्तंभ (2) में, 'मास्टर ऑफ सर्जरी (शरीर रचना विज्ञान)' प्रविष्टि और स्तंभ (3) में उससे संबंधित प्रविष्टि के पश्चात् निम्नलिखित अंतःस्थापित किया जाएगा, अर्थात् :—

2

3

"मास्टर ऑफ सर्जरी (क. ना. कं.)

एम.एस. (क. ना. कं.)

(यह अर्हता तभी मान्यताप्राप्त आयुर्विज्ञान अर्हता होगी जब गवर्नमेंट मेडिकल कॉलेज, जम्मू की बाबत, जून, 1984 में या उसके पश्चात् प्रदान की गई है)

मास्टर ऑफ सर्जरी (विकलांग विज्ञान)

एम.एस. (विकलांग विज्ञान)

(यह अर्हता तभी मान्यताप्राप्त आयुर्विज्ञान अर्हता होगी जब गवर्नमेंट मेडिकल कॉलेज, जम्मू की बाबत, नवम्बर, 1985 में या उसके पश्चात् प्रदान की गई है)"

(झ) "केरल विश्वविद्यालय", के सामने स्तंभ (2) में, 'डिप्लोमा इन ट्यूरकुनोसिस एंड बेस्ट डिस्सीजेज' प्रविष्टि और स्तंभ (3) में उससे संबंधित प्रविष्टि के पश्चात् निम्नलिखित अंतःस्थापित किया जाएगा, अर्थात् :—

2

3

"डाक्टर ऑफ मेडिसिन (हृदय रोग विज्ञान)

डी.एम. (हृदय रोग विज्ञान)

(यह अर्हता तभी मान्यताप्राप्त आयुर्विज्ञान अर्हता होगी जब मेडिकल कॉलेज, तिरुवनंतपुरम की बाबत, 1989 में या उसके पश्चात् प्रदान की गई है)

- (अ) "कानपुर विश्वविद्यालय", के सामने स्तंभ (2) में, 'डाक्टर ऑफ मेडिसिन (हृदय रोग विज्ञान)' प्रविष्टि और स्तंभ (3) में उससे संबंधित प्रविष्टि के पश्चात् निम्नलिखित अंतःस्थापित किया जाएगा, अर्थात्:—

2

3

"मजिस्ट्रार चीरुगेड (हृदय, वाहिका और वक्ष शल्य विज्ञान)

एम.सी.एच. (सीवीटीएस)

(यह अर्हता तभी मान्यताप्राप्त आयुविज्ञान अर्हता होगी जब जी.एस. वी.एम. मेडिकल कालेज, कानपुर से सहबद्ध एल.पी.एस. हृदय रोग संस्थान की बाबत, जनवरी, 1992 में या उसके पश्चात् प्रदान की गई है)";

"डाक्टर ऑफ मेडिसिन (विकिरण चिकित्सा)

एम.डी. (विकिरण चिकित्सा)

(यह अर्हता तभी मान्यताप्राप्त आयुविज्ञान अर्हता होगी जब जी.एस.वी.एम. मेडिकल कालेज, कानपुर से सहबद्ध जे.के. कैंसर संस्थान की बाबत, नवम्बर, 1982 में या उसके पश्चात् प्रदान की गई है)।

- (ट) "मदुरई कामराज विश्वविद्यालय" और उससे संबंधित प्रविष्टियों के पश्चात् निम्नलिखित अंतःस्थापित किया जाएगा, अर्थात्:—

1

2

3

"महाराष्ट्र यूनिवर्सिटी ऑफ हेल्थ साइंसेज, नासिक

डिप्लोमा इन एनेस्थीसिया  
डिप्लोमा इन आपथलमोलॉजी  
डिप्लोमा इन मेडिकल रेडियो डायग्नोसिस  
डिप्लोमा इन रेडिएशन  
डिप्लोमा इन मेडिकल रेडियो थेरापी  
डिप्लोमा इन गार्निगोलॉजी एंड आक्स्टेट्रिक्स  
डिप्लोमा इन चाइल्ड हेल्थ  
डिप्लोमा इन आपथेलमिक मेडिसिन एंड सर्जरी  
डिप्लोमा इन पब्लिक हेल्थ  
डिप्लोमा इन टुबरकुलोसिस डिजीजेज  
डिप्लोमा इन टुबरकुलोसिस एंड चैस्ट डिजीजेज  
डिप्लोमा इन लारिंगोलॉजी एंड ओटोलॉजी  
डिप्लोमा इन क्लीनिकल पैथोलॉजी  
डिप्लोमा इन वेनरोलॉजी एंड डर्माटोलॉजी  
डिप्लोमा इन चैस्ट डिजीजेज  
डिप्लोमा इन साइकोलॉजिकल मेडिसिन  
डिप्लोमा इन मेडिकल थाइरोलॉजी  
डिप्लोमा इन हास्पिटल एडमिनिस्ट्रेशन  
डिप्लोमा इन इंडस्ट्रियल हेल्थ  
मास्टर ऑफ हास्पिटल एडमिनिस्ट्रेशन

डी.ए.  
डी.ओ.  
डी.एम.आर.डी.  
डी.आर.एम.  
डी.एम.आर.टी.  
डी.जी.ओ.  
डी.सी.एच.  
डी.ओ.एम.एस.  
डी.पी.एच.  
डी.टी.डी.  
डी.टी.सी.डी.  
डी.एल.ओ.  
डी.सी.पी.  
डी.बी.डी.  
डी.सी.डी.  
डी.पी.एम.  
डी.एम.बी.  
डी.एच.ए.  
डी.आई.एच.  
एम.एच.ए.

(उपरोक्त अर्हताएं मान्यता-प्राप्त आयुविज्ञान अर्हताएं तभी होगी जब ये जून, 2000 में या उसके पश्चात् प्रदान की गई है)";

(ठ) “पंजाब विश्वविद्यालय” के सामने स्तंभ (2) में, ‘डिप्लोमा इन इम्यूनो हेमाटोलॉजी एंड ब्लड ट्रांसफ्यूजन’ प्रविष्टि और स्तंभ (3) में उससे संबंधित प्रविष्टि के पश्चात् निम्नलिखित अंतःस्थापित किया जाएगा, अर्थात् :—

| 2                                      | 3                                                                                                                                                                                 |
|----------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| “डाक्टर ऑफ मेडिसिन (मनोविकार चिकित्सा) | एम. डी. (मनोविकार चिकित्सा)<br>(यह अर्हता तभी मान्यताप्राप्त आयुर्विज्ञान अर्हता होगी जब दयानंद मेडिकल कालेज, लुधियाना की बाबत, अक्टूबर, 1985 से 30 जून, 1999 तक प्रदान की गई है) |

(ड) “रांची विश्वविद्यालय”, के सामने स्तंभ (2) में, ‘डिप्लोमा इन ऑर्फथैल्मोलॉजी’ प्रविष्टि और स्तंभ (3) में उससे संबंधित प्रविष्टि के पश्चात् निम्नलिखित अंतःस्थापित किया जाएगा, अर्थात् :—

| 2                                          | 3                                                                                                                                                        |
|--------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|
| “डिप्लोमा इन गाइनिकोलॉजी एंड आब्सटेट्रिक्स | डी. जी. ओ.<br>(यह अर्हता तभी मान्यताप्राप्त आयुर्विज्ञान अर्हता होगी जब राजेन्द्र मेडिकल कालेज, रांची की बाबत, 1977 में या उसके पश्चात् प्रदान की गई है) |

(ढ) “सौराष्ट्र विश्वविद्यालय”, के सामने स्तंभ (2) में, ‘डाक्टर ऑफ मेडिसिन (मेथजगुण विज्ञान)’ प्रविष्टि और स्तंभ (3) में उससे संबंधित प्रविष्टि के पश्चात् निम्नलिखित अंतःस्थापित किया जाएगा, अर्थात् :—

| 2                              | 3                                                                                                                                                                 |
|--------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| “डिप्लोमा इन क्लीनिकल पैथोलॉजी | डी. सी. पी.<br>(यह अर्हता तभी मान्यताप्राप्त आयुर्विज्ञान अर्हता होगी जब एम. पी. शाह मेडिकल कालेज, जामनगर की बाबत, जून, 1974 में या उसके पश्चात् प्रदान की गई है) |

(ण) ‘सजय गांधी पोस्ट ग्रेजुएट इंस्टीट्यूट ऑफ मेडिकल साइंस, लखनऊ”, के सामने स्तंभ (2) में, ‘डाक्टर ऑफ मेडिसिन (विकिरण चिकित्सा)’ प्रविष्टि और स्तंभ (3) में उससे संबंधित प्रविष्टि के पश्चात् निम्नलिखित अंतःस्थापित किया जाएगा, अर्थात् :—

| 2                                                                                                     | 3                                                                                                                                                 |
|-------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|
| “डाक्टर ऑफ मेडिसिन (ब्लड बैंकिंग और इम्यूनो-हेमाटोलॉजी)/<br>(इम्यूनो हेमाटोलॉजी और ब्लड ट्रांसफ्यूजन) | एम. डी. (बी. बी. आई)/(आई. बी. टी.)<br>(यह अर्हता तभी मान्यताप्राप्त आयुर्विज्ञान अर्हता होगी जब दिसम्बर 1992 में या उसके पश्चात् प्रदान की गई है) |
| “डाक्टर ऑफ मेडिसिन (न्यूक्लियर आयुर्विज्ञान)                                                          | एम. डी. (न्यूक्लियर आयुर्विज्ञान)<br>(यह अर्हता तभी मान्यताप्राप्त आयुर्विज्ञान अर्हता होगी जब जून, 1993 में या उसके पश्चात् प्रदान की गई है)।    |

[फा. स. बी. 11015/3/2001-एम. ई. (पालिसी-1)]

पी. जी. कालाधरन, अवर सचिव

## MINISTRY OF HEALTH & FAMILY WELFARE

(Department of Health)

New Delhi, the 30th April, 2001

S.O. 1009.—In exercise of the powers conferred by sub-section (2) of the section 11 of the Indian Medical Council Act, 1956 (102 of 1956) the Central Government, after consultation with the Medical Council of India hereby makes the following further amendments in the First Schedule to the said Act, namely :—

In the said First Schedule,—

(a) against the “Baba Farid University of Health Sciences, Faridkot”, under the heading ‘Recognised Medical Qualification’ [hereinafter referred to as column (2)] after the entry ‘Doctor of Medicine (Ophthalmology and the

entry relating thereto under the heading 'abbreviation for Registration' [hereinafter referred to as column (3)], the following shall be inserted, namely :—

| (2)                             | (3)                                                                                                                                                                           |
|---------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| "Master of surgery (E.N.T.)     | M.S. (E.N.T.)<br>(This qualification shall be a recognised medical qualification when granted in or after November, 1999, in respect of Government Medical College, Amritsar) |
| Doctor of Medicine (Psychiatry) | M.D. (Psychiatry)<br>(This qualification shall be a recognised medical qualification when granted in or after July 1999, in respect of Dayanand Medical College, Ludhiana)";  |

(b) against the "Banaras Hindu University", in column (2), after the entry 'Doctor of Medicine (Endocrinology)', and the entry relating thereto in column (3), the following shall be inserted, namely :—

| (2)                                  | (3)                                                                                                                                                                                         |
|--------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| "Master of Surgery (Plastic Surgery) | M. Ch. (Plastic Surg.)<br>(This qualification shall be a recognised medical qualification when granted in or after June, 1978, in respect of the Institute of Medical Sciences, Varanasi)"; |

(c) against the "Bundelkhand University", in column (2) after the entry 'Doctor of Medicine (General Medicine)' and the entry relating thereto in column (3), the following shall be inserted, namely :—

| (2)                               | (3)                                                                                                                                                                      |
|-----------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| "Doctor of Medicine (Paediatrics) | M.D. (Paediatrics)<br>(This qualification shall be a recognised medical qualification when granted in or after May, 1983, in respect of M.L.B. Medical College, Jhansi). |
| Diploma in Child Health           | D.C.H.<br>(This qualification shall be a recognised medical qualification when granted in or after May, 1982, in respect of M.L.B. Medical College Jhansi)";             |

(d) after "Bharthiar University" under the heading 'University of Medical Institution' [hereinafter referred to as column (1)] and the entries relating thereto in column (2) and in column (3), the following shall be inserted, namely :

| (1)                 | (2)                                             | (3)                                                                                                                                                                                   |
|---------------------|-------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| "Bharati Vidyapeeth | Bachelor of Medicine and<br>Bachelor of Surgery | MBBS<br>(This qualification shall be a recognised medical qualification when granted in or after December, 2000 in respect of Bharati Vidyapeeth Medical College, Dhankawadi, Pune)"; |

(e) against the "University of Gujarat", in column (2), after the entry 'Doctor of Medicine (Microbiology)' and the entry relating thereto in column (3), the following shall be inserted, namely :—

| (2)                                  | (3)                                                                                                                                                                              |
|--------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| "Master of Surgery (Plastic Surgery) | M. Ch. (Plastic Surg.)<br>(This qualification shall be a recognised medical qualification when granted in or after March, 1990, in respect of B.J. Medical College, Ahmedabad)"; |

(f) against the "Guru Nanak University", in column (2), after the entry 'Doctor of Medicine (Dermatology & Venereology)' and the entry relating thereto in column (3), the following shall be inserted, namely :—

| (2)                         | (3)                                                                                                                                                                  |
|-----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| "Master of Surgery (E.N.T.) | M.S (E.N.T.)<br>(This qualification shall be a recognised medical qualification when granted from 1970 to 1975 in respect of Government Medical College, Amritsar)"; |

(g) against the "Guru Nanak Dev University", in column (2), after the entry 'Doctor of Medicine (Psychiatry)' and the entry relating thereto in column (3), the following shall be inserted, namely :—

| (2)                         | (3)                                                                                                                                                                              |
|-----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| "Master of Surgery (E.N.T.) | M.S. (E.N.T.)<br>(This qualification shall be a recognised medical qualification when granted from 1975 to November, 1999, in respect of Government Medical College, Amritsar)"; |

(h) against the "Jammu University", in column (2), after the entry 'Master of Surgery (Anatomy)', and the entry relating thereto in column (3), the following shall be inserted, namely :—

| (2)                              | (3)                                                                                                                                                                                |
|----------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| "Master of Surgery (E.N.T.)      | M.S. (E.N.T.)<br>(This qualification shall be a recognised medical qualification when granted in or after June, 1984, in respect of Government Medical College, Jammu)             |
| Master of Surgery (Orthopaedics) | M.S. (Orthopaedics)<br>(This qualification shall be a recognised medical qualification when granted in or after November, 1985, in respect of Government Medical College, Jammu)"; |

(i) against the "University of Kerala", in column (2), after the entry 'Diploma in Tuberculosis and Chest Diseases' and the entry relating thereto in column (3), the following shall be inserted, namely :—

| (2)                              | (3)                                                                                                                                                                      |
|----------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| "Doctor of Medicine (Cardiology) | D.M. (Cardiology)<br>(This qualification shall be a recognised medical qualification when granted in or after 1989, in respect of Medical College, Thiruvananthapuram)"; |

(j) against the "Kanpur University", in column (2), after the entry 'Doctor of Medicine (Cardiology)' and the entry relating thereto in column (3), the following shall be inserted, namely :—

| (2)                                                          | (3)                                                                                                                                                                                                                    |
|--------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| "Magistrar Chirurgiae (Cardio-Vascular and Thoracic Surgery) | M. Ch. (CVTS)<br>(This qualification shall be a recognised medical qualification when granted in or after January, 1992, in respect of L.P.S. Institute of Cardiology, attached with G.S.V.M. Medical College, Kanpur) |
| Doctor of Medicine (Radio-therapy)                           | M.D. (Radio-therapy)<br>(This qualification shall be a recognised medical qualification when granted in or after November, 1982, in respect of J.K. Cancer Institute attached with G.S.V.M. Medical College, Kanpur)." |

(k) after "Madurai Kamaraj University" and the entries relating thereto the following shall be inserted, namely :

| (1)                                                                                                         | (2)                                        | (3)      |
|-------------------------------------------------------------------------------------------------------------|--------------------------------------------|----------|
| "Maharashtra University of Health Sciences, Nasik                                                           | Diploma in Anaesthesia                     | D.A.     |
|                                                                                                             | Diploma in Ophthalmology                   | D.O.     |
|                                                                                                             | Diploma in Medical Radio Diagnosis         | D.M.R.D. |
|                                                                                                             | Diploma in Radiation Medicine              | D.R.M.   |
|                                                                                                             | Diploma in Medical Radio Therapy           | D.M.R.T  |
|                                                                                                             | Diploma in Gynaecology and Obstetrics      | D.G.O.   |
|                                                                                                             | Diploma in Child Health                    | D.C.H.   |
|                                                                                                             | Diploma in Ophthalmic Medicine and Surgery | D.O.M.S. |
|                                                                                                             | Diploma in Public Health                   | D.P.H    |
|                                                                                                             | Diploma in Tuberculosis Diseases           | D.T.D.   |
|                                                                                                             | Diploma in Tuberculosis and Chest Diseases | D.T.C.D. |
|                                                                                                             | Diploma in Laryngology and Otology         | D.L.O.   |
|                                                                                                             | Diploma in Clinical Pathology              | D.C.P    |
|                                                                                                             | Diploma in Venereology and Dermatology     | D.V.D.   |
|                                                                                                             | Diploma in Chest Disease                   | D.C.D.   |
|                                                                                                             | Diploma in Psychological Medicine          | D.P.M.   |
|                                                                                                             | Diploma in Medical Virology                | D.M.V.   |
|                                                                                                             | Diploma in Hospital Administration         | D.H.A.   |
|                                                                                                             | Diploma in Industrial Health               | D.I.H.   |
|                                                                                                             | Master of Hospital Administration          | M.H.A.   |
| (The above qualifications shall be recognised medical qualifications when granted in or after June, 2000)"; |                                            |          |

(l) against the "Punjab University", in column (2), after the entry 'Diploma in Immunohaematology and Blood Transfusion' and the entry relating thereto in column (3), the following shall be inserted, namely :—

| (2)                              | (3)                                                                                                                                                                                          |
|----------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| "Doctor of Medicine (Psychiatry) | M.D. (Psychiatry)<br>(This qualification shall be a recognised medical qualification when granted from October, 1985 to 30th June, 1999, in respect of Dayanand Medical College, Ludhiana)"; |

(m) against the "Ranchi University", in column (2), after the entry 'Diploma in Ophthalmology' and the entry relating thereto in column (3), the following shall be inserted, namely :

(2)

(3)

"Diploma in Gynaecology and Obstetrics

D.G.O.

(This qualification shall be a recognised medical qualification when granted in or after 1977, in respect of Rajendra Medical College, Ranchi)";

(n) against the "Saurashtra University", in column (2), after the entry 'Doctor of Medicine (Pharmacology)' and the entry relating thereto in column (3), the following, shall be inserted, namely :

(2)

(3)

"Diploma in Clinical Pathology

D.C.P.

(This qualification shall be a recognised medical qualification when granted in or after June, 1974, in respect of M.P. Shah Medical College, Jamnagar)";

(o) against the "Sanjay Gandhi Post Graduate Institute of Medical Science, Lucknow", in column (2), after the entry 'Doctor of Medicine (Radio-therapy)' and the entry relating thereto in column (3), the following shall be inserted, namely :

(2)

(3)

"Doctor of Medicine (Blood Banking and Immuno-haematology)/(Immuno-haematology and Blood Transfusion)  
Doctor of Medicine (Nuclear Medicine)

M.D. (B.B.I.)/(I.B.T.)

(This qualification shall be a recognised medical qualification when granted in or after December, 1992)

M.D. (Nuclear Medicine)

(This qualification shall be a recognised medical qualification when granted in or after June, 1993)".

[F. No. V. 11015/3/2001-ME (Policy-I)]  
P. G. KALADHARAN, Under Secy.

सहरी विकास और गरीबी उपशमन मन्त्रालय

(दिल्ली प्रभाग)

नई दिल्ली, 8 मई, 2001

का.भा. 1010.—दिल्ली विकास अधिनियम, 1957 (1957 का 61) के खण्ड-3 के उपखण्ड (3) की धारा (छ) के साथ पठित उप खण्ड (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार एतद्वारा श्री ए. के. झा, सदस्य सचिव, राष्ट्रीय राजधानी क्षेत्र योजना बोर्ड को दिल्ली विकास प्राधिकरण का सदस्य नामित करती है और भारत सरकार स्वास्थ्य मन्त्रालय की स. 12-173/57-एलएसजी दिनांक 30-12-1957 की अधिसूचना में निम्नलिखित संशोधन करती है, नामतः

"मद सं. 10 में, प्रविष्टि "श्रीमति सरिता जे. दास, सदस्य-सचिव, राष्ट्रीय राजधानी क्षेत्र योजना बोर्ड" के बखले निम्नलिखित प्रविष्टि प्रतिस्थापित की जाएगी, नामतः "श्री ए. के. झा, सदस्य-सचिव, राष्ट्रीय राजधानी क्षेत्र योजना बोर्ड"।

[सं के-11011/20/97-डीडीआई]

बी. के. मिश्रा, प्रवर सचिव

MINISTRY OF URBAN DEVELOPMENT &  
POVERTY ALLEVIATION

(Delhi Division)

New Delhi, the 8th May, 2001

S.O. 1010.—In exercise of the powers conferred by sub-section (1), read with clause (g) of sub-section (3) of Section 3 of the Delhi Development Act, 1957 (61 of 1957), the Central Government hereby nominates Shri A. K. Jha, Member Secretary, NCR Planning Board as Member of Delhi Development Authority vice Smt. Sarita J. Das and makes the following amendments in the notification of the Government of India, Ministry of Health No. 12-173/57-LSG dated 30-12-1957, namely :

"In item No. 10, for the entry "Smt. Sarita J. Das, Member Secretary, National Capital Region Planning Board", the following entry shall be substituted namely, "Shri A. K. Jha, Member Secretary, National Capital Region Planning Board".

[No. K-11011/20/97-DDIA]  
V. K. MISRA, Under Secy.

## पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 17 मई, 2001

का. आ. 1011— केन्द्रीय सरकार को ऐसा प्रतीत होता है कि लोकहित में यह आवश्यक है कि पेट्रोलियम उत्पादों के परिवहन के लिए कर्नाटक राज्य में मंगलोर से बंगलोर तक मैसर्स पेट्रोनेट एम एच बी लिमिटेड द्वारा एक पाइपलाइन बिछाई जानी चाहिए ;

और, केन्द्रीय सरकार को यह प्रतीत होता है कि उक्त पाइपलाइन के बिछाने के प्रयोजन के लिए यह आवश्यक है कि उस भूमि में, जिसमें उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है और जो इस अधिसूचना के साथ संलग्न अनुसूची में विनिर्दिष्ट है, उपयोग के अधिकार का अर्जन किया जाए ;

अतः अब केन्द्रीय सरकार पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उस अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करने के अपने आशय की घोषणा करती है :

उक्त अनुसूची में वर्णित भूमि में हितबद्ध कोई व्यक्ति उस तारीख से जिसको भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियां जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाने या उस में उपयोग के अधिकार के अर्जन करने के संबंध लिखित आक्षेप, सक्षम प्राधिकारी, मंगलोर-बंगलोर पाइपलाइन परियोजना, पुराना उपायुक्त कार्यालय कम्पाउंड, मंगलोर -575 001 कर्नाटक को कर सकेगा।

## अनुसूची

राज्य : कर्नाटक

ज़िला : दक्षिण कन्नड

| तालुक का नाम | ग्राम का नाम | सर्वे<br>संख्या | भाग<br>हिस्सा सं :<br>यदि कोई ही | क्षेत्रफल<br>एकड़ : सेंट |
|--------------|--------------|-----------------|----------------------------------|--------------------------|
| 1            | 2            | 3               | 4                                | 5                        |
| बेटवाल       | आरला         | 193             | 3                                | 0-47                     |
|              |              | 196             | 2                                | 0-27                     |
|              |              | 188             | 3                                | 0-16                     |
|              |              | 139             | 1                                | 0-04                     |
|              |              | 186             | 1                                | 0-58                     |
|              |              | 186             | 2                                | 0-41                     |
|              |              | 215             | 1                                | 0-93                     |
|              | मुडानाडमोडु  | 142             | 1B                               | 0-18                     |
|              | काडाबेट्टु   | 105             | 1                                | 1-27                     |
|              | मुडापाडुकीडि | 13              | 2                                | 0-12                     |
|              |              | 10              |                                  | 0-10                     |
|              | कावालापाडु   | 6               | 1A2C                             | 0-02                     |
|              |              | 15              | 9                                | 0-09                     |
|              |              | 17              | 2                                | 0-01                     |
|              |              | 187             | 1                                | 0-02                     |
|              |              | 187             | 3                                | 0-05                     |
|              |              | 201             | 2                                | 0-34                     |
|              | कावालामुडु   | 4               | 1                                | 0-02                     |
|              |              | 9               |                                  | 0-03                     |
|              |              | 10              |                                  | 0-27                     |
|              |              | 11              | 8B                               | 0-04                     |
|              |              | 79              | 4B                               | 0-02                     |

| 1       | 2        | 3   | 4    | 5    |
|---------|----------|-----|------|------|
| बैलतमडि | कुक्काला | 256 | 2    | 0-02 |
|         |          | 99  |      | 0-11 |
|         |          | 63  | 1    | 0-80 |
|         |          | 143 | 1    | 0-02 |
|         |          | 123 | 2B   | 0-23 |
|         |          | 48  | 1    | 2-93 |
|         |          | 17  | 20   | 0-15 |
|         |          | 60  | 1    | 0-88 |
|         |          | 25  | 6    | 0-13 |
|         |          | 168 | 1    | 0-16 |
|         | पारंकि   | 171 | 6    | 0-14 |
|         |          | 94  | 1    | 0-16 |
|         |          | 96  | 3    | 0-07 |
|         |          | 100 | 1    | 0-48 |
|         |          | 196 | 2A1  | 0-04 |
|         |          | 34  | 5    | 0-05 |
|         |          | 37  | A1C2 | 0-11 |
|         |          | 37  | A1C3 | 0-10 |
|         |          | 38  | 1A   | 0-36 |
|         |          | 38  | 1B   | 0-31 |
|         | मखिना    | 38  | 2    | 0-05 |
|         |          | 38  | 5    | 0-01 |
|         |          | 38  | 6    | 0-04 |
|         |          | 38  | 10   | 0-04 |
|         |          | 38  | 12   | 0-15 |
|         |          | 38  | 8    | 0-10 |
|         |          | 38  | 14   | 0-05 |
|         |          | 376 | 1    | 0-15 |
|         |          | 376 | 2    | 0-28 |
|         |          | 376 | 3    | 0-18 |
|         |          | 215 | 2    | 0-02 |
|         |          | 340 | 1    | 1-20 |

| 1 | 2        | 3   | 4   | 5    |
|---|----------|-----|-----|------|
|   |          | 294 | 2   | 0-14 |
|   | वडिळ्माळ | 3   | 18A | 0-05 |
|   |          | 3   | 19  | 0-02 |
|   |          | 3   | 20  | 0-52 |
|   |          | 2   | 3   | 0-02 |
|   |          | 2   | 4   | 0-02 |
|   | कालिया   | 65  | 4   | 0-23 |
|   |          | 214 | 1A1 | 0-14 |
|   |          | 130 | 1   | 0-18 |
|   |          | 132 | 12A | 0-31 |
|   |          | 117 | 1   | 0-20 |
|   |          | 134 | 1A  | 0-01 |
|   |          | 134 | 1B  | 0-28 |
|   |          | 135 | 1   | 0-11 |
|   | कोयुनु   | 252 |     | 0-88 |
|   |          | 92  |     | 1-03 |
|   |          | 84  |     | 0-30 |
|   |          | 183 | 1   | 0-50 |
|   |          | 75  | 10  | 0-76 |
|   |          | 172 | 1   | 0-34 |
|   | पुद्देरु | 170 | 1   | 0-01 |
|   |          | 170 | 10  | 0-10 |
|   |          | 169 |     | 1-05 |
|   |          | 171 | 4   | 0-27 |

राज्य : कर्नाटक

जिला : हासन

| तालुक का नाम | ग्राम का नाम | सर्वे<br>संख्या | भाग<br>हिस्सा सं :<br>यदि कोई हो | क्षेत्रफल<br>एकड़ : गुंटा |
|--------------|--------------|-----------------|----------------------------------|---------------------------|
| सकलेशपुर     | हन्दिगनहल्लि | 105             |                                  | 0-24                      |

| 1     | 2                | 3   | 4  | 5    |
|-------|------------------|-----|----|------|
| बेलूर | हुन्डि           | 103 | 1  | 0-01 |
|       | उदेवरा           | 24  |    | 0-01 |
|       |                  | 405 |    | 0-14 |
|       |                  | 206 |    | 0-01 |
|       |                  | 266 |    | 0-04 |
|       | मतिमलाली         | 14  |    | 0-15 |
|       | कसमौलि           | 62  |    | 0-02 |
|       | बलडाकटलु         | 3   |    | 0-05 |
|       | मगिदमौण्डनाहल्लि | 43  |    | 0-09 |
|       |                  | 44  |    | 1-01 |
|       |                  | 45  |    | 0-11 |
|       | उथालालु          | 58  |    | 0-07 |
|       | वाटैहल्लि        | 49  |    | 0-04 |
|       |                  | 52  |    | 0-02 |
|       | इकरावल्लि        | 59  |    | 0-10 |
| आलूर  | मुम्मनहल्लि      | 59  | 2  | 0-21 |
|       |                  | 69  |    | 0-12 |
|       |                  | 77  |    | 0-03 |
| हासन  | कजरवल्लि         | 154 | 1  | 0-03 |
|       | हन्थनमगे         | 6   | 1  | 0-04 |
|       | जौडीतट्टिमेरे    | 20  | 1  | 0-11 |
|       |                  | 20  | 3  | 0-13 |
|       |                  | 20  | 7  | 0-11 |
|       |                  | 20  | 11 | 0-02 |

राज्य : कर्नाटक

ज़िला : धिक्कमगलूर

|          |           |     |   |      |
|----------|-----------|-----|---|------|
| मुदिमेरे | बैदावल्लि | 124 | 2 | 0-05 |
|          |           | 136 |   | 0-08 |
|          |           | 131 |   | 0-16 |
|          | हेम्मादि  | 65  | 1 | 1-15 |

[सं. आर.-31015/3/98-ओ आर-II भाग]

हरीश कुमार, अवर सचिव

## **Ministry of Petroleum and Natural Gas**

New Delhi, the 17th May, 2001

**S.O. 1011.**—Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum products through Mangalore to Bangalore in the State of Karnataka, a Pipeline should be laid by M/s. Petronet MHB Limited;

And whereas, it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in the land under which the said pipeline is proposed to be laid, and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Mineral Pipelines (Acquisition of Right of User in Land) Act, 1962, (50 of 1962), the Central Government hereby declares its intention to acquire the right of user in the land described in the said Schedule;

Any person, interested in the land described in the said Schedule may, within twenty one days from the date on which the copies of the notification, as published in the Gazette of India, are made available to the general public, object in writing to the acquisition of right of user therein or laying of the pipeline under the land to the Competent Authority, Mangalore Bangalore Pipeline Project, Old Deputy Commissioner's Office Compound, Mangalore-575 001, Karnataka.

**SCHEDULE****STATE : KARNATAKA****DISTRICT : DAKSHINA KANNADA**

| Name of Taluk | Name of Village | Survey No. | Part/ Hissa No. (if any) | Extent Acre : Cents |
|---------------|-----------------|------------|--------------------------|---------------------|
| 1             | 2               | 3          | 4                        | 5                   |
| BANTVALA      | ARLA            | 193        | 3                        | 0-47                |
|               |                 | 196        | 2                        | 0-27                |
|               |                 | 188        | 3                        | 0-16                |
|               |                 | 139        | 1                        | 0-04                |
|               |                 | 186        | 1                        | 0-58                |
|               |                 | 186        | 2                        | 0-41                |
|               |                 | 215        | 1                        | 0-93                |
|               | MUDANADUGODU    | 142        | 1B                       | 0-18                |
|               | KADABETTU       | 105        | 1                        | 1-27                |
|               | MUDAPADUKODI    | 13         | 2                        | 0-12                |
|               |                 | 10         |                          | 0-10                |
|               | KAVALAPADURU    | 6          | 1A2C                     | 0-02                |
|               |                 | 15         | 9                        | 0-09                |
|               |                 | 17         | 2                        | 0-01                |
|               |                 | 187        | 1                        | 0-02                |
|               |                 | 187        | 3                        | 0-05                |
|               | KAVALMUDURU     | 201        | 2                        | 0-34                |
|               |                 | 4          | 1                        | 0-02                |
|               |                 | 9          |                          | 0-03                |
|               |                 | 10         |                          | 0-27                |
|               |                 | 11         | 8B                       | 0-04                |
|               |                 | 79         | 4B                       | 0-02                |

| 1           | 2       | 3   | 4    | 5    |
|-------------|---------|-----|------|------|
| BELTHANGADY | KUKKALA | 256 | 2    | 0-02 |
|             |         | 99  |      | 0-11 |
|             |         | 63  | 1    | 0-80 |
|             |         | 143 | 1    | 0-02 |
|             |         | 123 | 2B   | 0-23 |
|             |         | 48  | 1    | 2-93 |
|             |         | 17  | 20   | 0-15 |
|             |         | 60  | 1    | 0-68 |
|             | PARENKI | 25  | 6    | 0-13 |
|             |         | 168 | 1    | 0-16 |
|             |         | 171 | 6    | 0-14 |
|             |         | 94  | 1    | 0-16 |
|             |         | 96  | 3    | 0-07 |
|             |         | 100 | 1    | 0-48 |
|             | MACHINA | 196 | 2A1  | 0-04 |
|             |         | 34  | 5    | 0-05 |
|             |         | 37  | A1C2 | 0-11 |
|             |         | 37  | A1C3 | 0-10 |
|             |         | 38  | 1A   | 0-36 |
|             |         | 38  | 1B   | 0-31 |
|             |         | 38  | 2    | 0-05 |
|             |         | 38  | 5    | 0-01 |
|             |         | 38  | 6    | 0-04 |
|             |         | 38  | 10   | 0-04 |
|             |         | 38  | 12   | 0-15 |
|             |         | 38  | 8    | 0-10 |
|             |         | 38  | 14   | 0-05 |
|             |         | 376 | 1    | 0-15 |
|             |         | 376 | 2    | 0-28 |
|             |         | 376 | 3    | 0-18 |
|             |         | 215 | 2    | 0-02 |
|             |         | 340 | 1    | 1-20 |

| 1 | 2         | 3   | 4   | 5    |
|---|-----------|-----|-----|------|
|   |           | 294 | 2   | 0-14 |
|   | VADINAL   | 3   | 18A | 0-05 |
|   |           | 3   | 19  | 0-02 |
|   |           | 3   | 20  | 0-52 |
|   |           | 2   | 3   | 0-02 |
|   |           | 2   | 4   | 0-02 |
|   | KALIA     | 65  | 4   | 0-23 |
|   |           | 214 | 1A1 | 0-14 |
|   |           | 130 | 1   | 0-18 |
|   |           | 132 | 12A | 0-31 |
|   |           | 117 | 1   | 0-20 |
|   |           | 134 | 1A  | 0-01 |
|   |           | 134 | 1B  | 0-28 |
|   |           | 135 | 1   | 0-11 |
|   | KOYYURU   | 252 |     | 0-88 |
|   |           | 92  |     | 1-03 |
|   |           | 84  |     | 0-30 |
|   |           | 183 | 1   | 0-50 |
|   |           | 75  | 10  | 0-76 |
|   |           | 172 | 1   | 0-34 |
|   | PUDUVETTU | 170 | 1   | 0-01 |
|   |           | 170 | 10  | 0-10 |
|   |           | 169 |     | 1-05 |
|   |           | 171 | 4   | 0-27 |

STATE: KARNATAKA

DISTRICT: HASSAN

| Name of Taluk | Name of Village | Survey No. | Part/<br>Hissa No.<br>(if any) | EXTENT<br><br>Acre - Gunta |
|---------------|-----------------|------------|--------------------------------|----------------------------|
| SAKLESHPUR    | HANDIGANAHALLI  | 105        |                                | 0-24                       |

| 1      | 2                 | 3   | 4  | 5    |
|--------|-------------------|-----|----|------|
| BELUR  | HURUDI            | 103 | 1  | 0-01 |
|        | UDEVARA           | 24  |    | 0-01 |
|        |                   | 405 |    | 0-14 |
|        |                   | 206 |    | 0-01 |
|        |                   | 266 |    | 0-04 |
|        | MATIGALALI        | 14  |    | 0-15 |
|        | KASAGALI          | 62  |    | 0-02 |
|        | BALADAKALLU       | 3   |    | 0-05 |
|        | NANDIGONDANAHALLI | 43  |    | 0-09 |
|        |                   | 44  |    | 1-01 |
|        |                   | 45  |    | 0-11 |
|        | UTHALALU          | 58  |    | 0-07 |
|        | VATEHALLI         | 49  |    | 0-04 |
|        |                   | 52  |    | 0-02 |
|        | IRKARAVALLI       | 59  |    | 0-10 |
| ALUR   | GUMMANAHALLI      | 59  | 2  | 0-21 |
|        |                   | 69  |    | 0-12 |
|        |                   | 77  |    | 0-03 |
| HASSAN | KAJARAVALLI       | 154 | 1  | 0-03 |
|        | HANTHANAMANE      | 6   |    | 0-04 |
|        | JODITATTEGERE     | 20  |    | 0-11 |
|        |                   | 20  |    | 0-13 |
|        |                   | 20  |    | 0-11 |
|        |                   | 20  | 11 | 0-02 |

STATE: KARNATAKA

DISTRICT: CHICKMAGLUR

|          |           |     |   |      |
|----------|-----------|-----|---|------|
| MUDIGERE | BYDAVALLI | 124 | 2 | 0-05 |
|          |           | 136 |   | 0-08 |
|          |           | 131 |   | 0-16 |
|          | HEMMADY   | 65  |   | 1-15 |

[No. R-31015/3/98 OR-II Part]  
HARISH KUMAR, Under-Secy.

## श्रम मंत्रालय

नई दिल्ली, 23 अप्रैल, 2001

का.आ. 1012.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्वय में, केन्द्रीय सरकार नॉर्थवे रेलवे के प्रबंधन के संबंध में निम्नलिखित आदेशों और उनके कर्मचारियों के बीच, अन्वय में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चंडीगढ़ के आदेश को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-4-2001 को प्राप्त हुआ था।

[न. एन-41012/18/92-आई आर (डी-यू)/(बी-1)]

अजय कुमार, डेस्क अधिकारी

## MINISTRY OF LABOUR

New Delhi, the 23rd April, 2001

S.O. 1012.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal/Labour Court, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Northern Railway and their workman, which was received by the Central Government on 20-4-2001.

[No. L-41012/18/92-IR(DU)/(B-I)]

AJAY KUMAR, Desk Officer

## ANNEXURE

BEFORE SHRI B. L. JATAV, PRESIDING OFFICER,  
CENTRAL GOVERNMENT, INDUSTRIAL TRIBUNAL-  
CUM-LABOUR COURT, CHANDIGARH

Case No. I.D. 52 of 1993

Sh. Asha Ram,  
S/o Sh. Lalu Ram,  
R/o Mohra Mandi,  
Near F.C.I. Gate No. 122,  
Ambala Cantt.

.... Petitioner

Versus

Divisional Personnel Officer,  
Northern Railway,  
Ambala Cantt-133001.

.... Respondent

## REPRESENTATIVES :

For the Workman : None.

For the Management : Shri P. P. Khorana.

## AWARD

(Passed on 22-2-2001)

The Central Government, Ministry of Labour vide Notification No. L-41012/18/92-I.R.(D.U.) dated 22nd March, 1993 has referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of Northern Railway Ambala Cantt. in terminating the services of Shri Asha Ram w.e.f. 8-10-89 is justified? If not, what relief he is entitled to?"

2. The claim of the workman in brief is that he was employed as a Khalasi under PWI Kalka for the period from 30-5-83 to 8-10-89. Thus the workman had worked for 312 days. The workman was engaged again on 5-2-90 under the supervision of PWI Dhuri. His services were terminated after serving for only three days. He was again asked to appear before selection committee on 12-6-1990 at Subordinate Rest House for filling in the post of safaiwala 1364 GI/2001—6

on regular basis. But the result of that committee has not been communicated to the workman till date. The junior persons have been made regular in service during the year 1986. Thus the management has violated the provisions of Section 25-G of I.D. Act. The vacancies are still lying vacant under the control of PWI Kalka but he is not asked to rejoin his post. The termination of the services of the workman is illegal, void and mala fide against the provisions of I.D. Act directed to reinstate him with back wages and continuity of 1947. The workman has prayed that the management be service.

3. As per averments made in written statement, the case of the management in brief is that the workman has worked as casual labour gangman for the period from 30-5-1983 to 10-6-1983 (12 days), 1-6-93 to 14-7-83 (33 days), and 15-7-83 to 13-8-83 (30 days) during the year 1983. He has also worked for 26 days from 20-12-1986 to 14-1-1987. After that he worked for 125 days during the year 1987. No selection was made by the management, on 12-6-1990 as alleged by the applicant in his claim statement. As per record the selection for deployment of carriage cleaner, safaiwala from the live casual labour register was conducted on 31-8-1991. The workman was also amongst those candidates who were called for deployment and who were found fit as carriage cleaner subject to medical examination, age relaxation appointing authority and casual labour card as well as the approval of General Manager was also needed. But the approval of General Manager has not been received so far. There are a number of candidates having casual service more than the service of the workman waiting in the live casual labour register for want of vacancy. The temporary status has been given to those casual labourer who has completed 120 days of service without breaks. He was temporarily engaged for track renewal monsoon petrolling etc. and after completion of monsoon patrolling his services were terminated by the management. The management has prayed that the claim of the workman be dismissed with cost.

4. The workman has filed replication in which he has admitted that he was summoned for re-employment. Rest of the averments made in the claim statement have been re-iterated in replication.

5. The workman has filed his affidavit (W1) and the other documents which have been exhibited as Ex. W2 and W3. The management has filed the affidavit of Shri A. K. Ray Permanent Way Inspector Kalka. No document has been produced by the management in this case. The workman has deposed in his affidavit that he had worked as a khalasi under PWI Kalka for 312 days during the period from 30-5-1983 to 8-10-1989 intermittently. He was called to appear for selection committee on 12-6-1990 and the result of said selection has not been communicated to him. The junior persons have been retained in service. But the services of the workman were terminated ignoring the provisions of Section 25-H of I.D. Act 1947. Alongwith letter dated 12-6-1986 (Ex. W2) screening list has been submitted by the workman. Rules of the selection Ex. W3 has also been submitted alongwith his affidavit.

6. The witness of the management has deposed that the workman had worked for 226 days during the period from 30-5-83 to 29-9-1987. According to him the workman had not worked for 240 days in a calendar year. The witness of the management could not be cross-examined because the rep. of the firm opinion that the management is proved the charges was given to him. The workman in his cross-examination has admitted that he has not completed 120 days continuously at any time. He has not given the details of working days during the period from 30-5-1983 to 8-10-1989. Therefore, it can not be held that he had worked for 240 days within 12 calendar months preceding to the date of termination of his services. As per reference order the date of termination of the services of the workman is 8-10-1989. Therefore, the provisions of Section 25-F do not apply in this case.

7. The workman has pleaded in his claim statement that junior persons were retained in service and his services were terminated by the management. In support of this contention the screening list has been submitted which has been attached to Ex. W2. On the perusal of screening list it is noticed that it was prepared considering the date of appointment and number of working days. In this list the name of the workman has not been mentioned. The name of those casual

labourer who had completed 120 days of service without break have been included in it. At serial No. 1 the name of Shri Krishan Lal Sharma has been mentioned. The date of his appointment is 11-7-72 and number of working days are 2173. The name of the last workman is Devi Saran. His date of appointment is 11-7-79 and number of working days are 189. But the workman had not worked for 120 days at any time continuously, the management has given temporary status to those casual labourers who had completed 120 days of service without break. The screening list has been prepared taking into consideration the position as on 31-3-1986. At that time the workman was not in the service of the management. The omission of his name does not mean that the employees junior to him were retained in service. The workman has admitted in his cross-examination that the selection was made on 31-8-1991, the result of that selection has not been communicated to him. The witness of the management has deposed that the approval of General Manager has not been received so far. Therefore, no appointment in regular cadre has been made by the management.

8. The workman has submitted the copy of Rly. Establishment manual in which guide lines of recruitment and training has been given. It has been marked as Ex. W3. For regular employment four months service is essential length of service was to be considered for appointment in regular cadre. The length of service of the workman was shorter than the last candidate shown in screening list. Therefore, it can not be held that the junior persons were retained in services and the services of the workman were terminated contravening the provisions of Section 25-G of the I.D. Act, 1947. No appointment has been made in regular cadre for want of approval of General Manager. Thus the management has not violated the provisions of Section 25-H of the I.D. Act. Besides this, in reference order the term relating to the provisions of Section 25-H has not been stated.

9. Keeping in view the evidence adduced in this case it has not been found that the management has violated the provisions of Section 25-F, G & H of I.D. Act 1947. Therefore, it can not be held that the termination of the services of the workman was unjustified. Consequently, the reference is answered that the action of the management in terminating the services of Shri Asha Ram w.e.f. 8-10-89 is justified. The workman is not entitled to get any relief from management. The parties shall bear their own cost. Appropriate Government be informed.

B. L. JATAV, Presiding Officer

Chandigarh.  
22-2-2001

नई दिल्ली, 24 अप्रैल 2001

का.आ. 1013 — औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूचन में, केन्द्रीय सरकार कर्नाटक बैंक लिमिटेड के पबंधन के मंत्र के निर्देशों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकार/अथवा न्यायालय, बंगलूर के पंच को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-4-2001 को प्राप्त हुआ था।

[नं. एन-12012/42/83-डी IV (ग)/अ. ई. मार (बी-1)]

श्री अ. कुमार, डैस्क अधिकारी

New Delhi, the 24th April 2001

S.O. 1013.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal/Labour Court, Bangalore as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Karnataka Bank Ltd. and their workman, which was received by the Central Government on 23-4-2001

[No. I-12012/42/83-D.IV(A)/IR (B I)]

ATAY KUMAR, Desk Officer

## ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,  
BANGALORE

Dated : 18th April, 2001

PRESENT :

Hon'ble Shri V. N. Kulkarni, B. Com. LLB.

C.R. No. 14/87

### I PARTY

The General Secretary,  
Karnataka Bank Employees  
Association,  
Dongerkeri,  
Mangalore-575003.

### II PARTY

The Chairman,  
Karnataka Bank Ltd.,  
Mangalore-575003.

### AWARD

1. The Central Government by exercising the powers conferred by Clause (d) of Sub-section (1) and sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No. L-12012/42/83-D.IV(A) dated 6-2-84 for adjudication on the following schedule.

### SCHEDULE

"Whether the action of the General Manager, Karnataka Bank, Head Office, Mangalore in dismissing Sri B. N. Raghuram Clerk Balehonnur office, Karnataka Bank w.e.f. 22-7-1981 is disproportionate to the offence committed by him. If so to what relief is the concerned employee entitled?"

2. Notices were issued to parties and parties filed claim Statement and Counter respectively.

3. In order to dispose of this reference few facts are necessary and they are as under —

4. First Party was working as Clerk with the Second Party at Balehonnur Branch and he was dismissed from service w.e.f. 22-7-1981 after holding enquiry.

5. The first party filed claim statement and according to the first party the chargesheet is not proved and the order of dismissal is not correct. The contention of the first party is that there is no evidence to show that the customer has asked for only one slip. There is no evidence to prove the guilt of the first party. The report of the enquiry officer is based on assumption, presumption and unwarranted conclusions. The enquiry is not correct. The General Manager has not applied his mind and therefore, the order of dismissal is not correct. Customer is not examined and this is fatal to the management. It is the further case of the first party that the punishment of dismissal is not proportionate and the same is illegal. The first party for all these reasons has prayed to allow the reference.

6. Second Party appeared and filed Objection Statement. The explanation given by the first party was not satisfactory and therefore, chargesheet was issued and regular domestic enquiry was held after giving full opportunity to the first party. The First party was represented by one Shri P. R. Karnath, Joint Secretary of the union and the enquiry is proper. The punishment is correct and all the allegations made by the first party are false. The charges were proved and the charges being serious in nature, the punishment is proper to a case of misappropriation. The second party for these reasons has prayed to reject the reference.

7. It is seen from the records that an additional issue was framed in respect of domestic enquiry and my learned predecessor, passed orders on 8-9-99 holding that the domestic enquiry is proper and valid.

8. Thereafter I have heard the Second Party counsel and perused all the records. The first party has remained absent.

9. In view of the finding given regarding domestic enquiry holding that same is valid and proper, now the question that would arise for my consideration would be whether the punishment awarded is proportionate or any interference is required.

10. It is clear from the material before me and the documents that the charge against the first party is grievous in nature and first party being responsible official of the bank has not maintained his integrity and the misconduct is serious because it is a case of misappropriation. The first party could not convince as to how the punishment is not proportionate. I have perused all the enquiry papers and I am of the opinion that the evidence against the first party is sufficient to say that he has misappropriated the amount and committed grievous misconduct. It is seen from the records that the first party after giving charge sheet gave explanation saying that he borrowed Rs. 300 from the customer. It is surprising that in the second reply he says that the customer on the same day subsequently he encashed the other slip also. In other words there is no consistency in the stand taken by the first party. All this would go to show that his submissions are not fair and he is not honest in explaining the charge sheet issued to him. In view of this I am of the firm opinion that the management is proved the charge and the explanation given by the first party is not correct and the misconduct is serious. I have already stated that the first party has not explained as to how the punishment, in the given circumstances is not proportionate.

11. Considering the material before me I am of the opinion that the management has proved charges and there is no merit in this reference. Accordingly I proceed to pass the following order :

#### ORDER

The Reference is rejected.

(Dictated to PA, transcribed by her, corrected and signed by me on 18th April, 2001).

V. N. KULKARNI, Presiding Officer

नई दिल्ली, 24 अप्रैल, 2001

का.प्र. 1014.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया के प्रबंधन के संबंध में निोजको और उनके कर्मचारियों के बीच, संबंध में निम्नलिखित औद्योगिक विवादों में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय बंगलूर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-4-2001 को प्राप्त हुआ था।

[सं. एल-12012/215/92-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 24th April, 2001

S.O. 1014.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal/Labour Court, Bangalore as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of India and their workman, which was received by the Central Government on 23-4-2001.

[No. L-12012/215/92-IR(B D)]  
AJAY KUMAR, Desk Officer

#### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM- LABOUR COURT, BANGALORE

Dated : 19th April, 2001

#### PRESENT :

Hon'ble Shri V. N. Kulkarni B. Com, LLB., Presiding Officer.

C. R. No. 8/93

#### I PARTY

Shi Shankrappa  
S/o Rekappa Lamani,  
C/o Shri I.S. Uppin,  
No. 28, 2nd Floor,  
Laxmi Complex,  
Neelgiri Road,  
Hubli.

#### II PARTY

The Branch Manager,  
State Bank of India,  
Ranebanpur Branch,  
Dharwad.

#### AWARD

1. The Central Government by exercising the powers conferred by Clause (d) of Sub-section (1) and sub-Section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide Order No. L-12012/215/92-IR B1 dated 1-2-1993 for adjudication on the following schedule.

#### SCHEDULE

"Whether the action of the State Bank of India in treating Shi Shankrappa, Messenger, as having voluntarily retired from service w.e.f. 21-8-91 is legal and justified? If not, to what relief(s) the workman is entitled to and from what date?"

2. Notices were issued to parties and parties filed claim statement and counter respectively.

3. The First Party was appointed as Temporary Messenger w.e.f. 13-7-85. He completed probationary period. He was drawing basic scale of pay of Rs. 430 to 790 per month in the year 1986 and the first party belong to SC and physically handicapped and the action of the management was not justified, so he raised dispute.

4. In the Claim Statement it is stated that some time he had remained absent to look after his aged and old mother, he could not satisfy some of the staff and the staff in collusion with the other customer made false allegation and charge sheet was given. He has not committed any misconduct. The domestic enquiry was held but that was not fair and proper. The voluntary retirement is an absolute right of the employee. The action of the second party in voluntarily retiring the applicant w.e.f. 21-8-91 by the news paper publication in M/s. Sanyuktha Karnataka daily on dated 6-6-92 amounts illegal termination of the first party. The First Party is entitled for reinstatement. All other details are stated in para 8 to 11 of the Claim Statement and the first party has prayed to pass an award in his favour.

5. Second Party filed counter contending that the allegations made by the first party are not correct. The first party was a habitual absentee and used to remain absent without taking prior permission from the superiors. Several notices were issued but the first party has not improved himself. Regarding service, details are stated in part 4 and 5 of the counter. The action of the second party has also in accordance with the Riotite Settlement. Such habitual absenteeism has to be looked into very seriously. Second party for these reasons has prayed to reject the reference. The action taken by the Second Party in respect of voluntary retirement is correct as explained in the Counter Statement.

6. It is seen from the records that after filing claim statement and counter parties are not interested in the progress of the case. There was an application on behalf of the first party to fix the case at Hubli and thereafter the first party has not appeared. Second Party also remained absent. Sufficient adjournments were given but 1st party did not appear. I have seen the produced evidence and the documents. This is a case of 1993 therefore, I closed the case. In view of the facts that

the parties remained absent, I feel ends of Justice will meet if I pass the following order and accordingly following order is passed.

# ORDER

The reference is rejected.

(Dictated to PA, transcribed by her, corrected and signed by me on 19th April, 2001.)

V. N. KULKARNI, Presiding Officer

नई दिल्ली, 25 अप्रैल, 2001

का.अ. 1015.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) का धारा 17 के अनुसार, केन्द्रिय सरकार रेपको बैंक लिमिटेड, चेन्नई के प्रबंधन के संबद्ध निजीजनों और उनके कर्मचारों के बीच, अतुल्य में निदिष्ट औद्योगिक विवाद में आर्बिटर—श्री बी.आर.एम्. रेड्डी, क्षेत्रीय श्रमायुक्त (के.), चेन्नई के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-4-2001 को प्राप्त हुआ था।

[सं. पुन-12012/94/99-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 25th April, 2001

S.O. 1015.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Arbitrator—Shri B. R. S. Reddy, Regional Labour Commissioner (C), Chennai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Repco Bank Ltd., Chennai and their workman, which was received by the Central Government on 24-4-2001.

[No. L-12012/94/99-IR(B-I)]

AJAY KUMAR, Desk Officer

# ANNEXURE

AWARD OF THE ARBITRATOR SHRI B.R.S. REDDY, REGIONAL LABOUR COMMISSIONER(C), CHENNAI IN THE INDUSTRIAL DISPUTE BETWEEN THE MANAGEMENT OF REPCO BANK LTD., AND THEIR WORKMAN REPRESENTED BY THE TAMILNADU BANKS DEPOSIT COLLECTORS' UNION

## BEFORE:

Shri B.R.S. Reddy,  
Regional Labour Commissioner (Central),  
Chennai-6.

## AND

Arbitrator.

## PARTIES:

### BETWEEN

Tamilnadu Banks Deposit Collectors' Union : Workman  
(1st party)

### AND

The Management of Repco Bank Ltd., Chennai : Management  
(2nd party)

## APPEARANCE:

For the Management : Shri R. Thavathurainathan,  
Divisional Manager.

For the Union : Shri U. P. Sheth,  
President of the Union.

## AWARD

By its order No. L-12012/94/99-IR(B-I) dated 1-3-1999, the Government of India in the Ministry of Labour published in part II, Section 3, sub-section (ii) of Gazette of India in pursuance of sub-section (3) of Section 10A of Industrial Dispute Act, 1947 (14 of 1947) (hereinafter referred to as an Act), the Arbitration Agreement entered into, on 18th September, 1998, under sub-section (1) of Section 10-A of the Act between the Management of Repco Bank Ltd., and their workman represented by the Tamilnadu Banks Deposit Collectors' Union appointing me as Arbitrator to adjudicate the Dispute referred on the following terms of reference:

"Whether the demand of the Tamilnadu Banks Deposit Collectors' Union for reinstatement of Shri P. Nedumaran by the Management of Repco Bank Ltd., is justified? If so, to what relief the workman is entitled to?"

On receipt of this reference, this Industrial Dispute has been taken on file of this Arbitrator on 16-3-1999 and awaited for the claim statements from the parties. Only the Union (1st party) filed their claim statement on 26-4-1999 and the same is taken on record. The 2nd party since not submitted their claim statement the copy of the claim statement of the 1st party was sent to them on 17th August 1999, requesting them to file their claim statement on or before 7th September, 1999. In pursuance to the above the 2nd party submitted their claim statement which was received on 8th September, 1999.

The averments in the claim Statement of the Union (1st party) are as under:—

1. that, "Shri P. Nedumaran was appointed as a deposit collector by the 2nd party vide their appointment order dated 30-8-95 at their Trichy Branch. He was collecting on an average Rs. 300,000 per month at the time of termination of his services and was earning a monthly remuneration of Rs. 6000. The monthly earnings differ according to collection of cash towards the deposit accounts. The 2nd party advised him to stop collections orally and terminated his services without assigning any reasons. His services were terminated on 16-5-96. The 2nd party did not respond to representations submitted by Sri Nedumaran and 1st party.

2. that, the 2nd party in their reply to the statement of complaint lodged before the RLC(C) stated that Sri Nedumaran is not an employee of the Bank and he is not governed by Sec. 2(s) of I.D. Act. His services according to them is a contract for service and not a contract of service. According to the 2nd party that Sri Nedumaran has misused funds collected by him and he had also borrowed money. They further stated that his service was terminated invoking the terms of agreement.

3. that, the 1st party respectfully submits that the action of the 2nd party is wrongful. They did not issue any memo levelling allegations of misuse of funds collected and/or wrongful borrowings from the customers of the Bank. In the absence of proving the charges by holding an enquiry, the allegations cannot be accepted and the action of the 2nd party cannot be justified.

4. that, the Industrial Tribunal of Chennai, Kerala and Andhra have held that the deposit collectors of Banks are part-time employees and workmen. In the case of Indian Bank the Chennai Industrial Tribunal and High Court have held that the deposit collector is workman. The Supreme Court dismissed the writ appeal of the Indian Bank thereby confirming the workman status of the deposit collectors. The Supreme Court has granted interim stay of the award of the Industrial Tribunal, Hyderabad covering 47 Banks who have employed deposit collectors. Therefore the award is yet to be implemented. However the 1st party submits that their claim is not for implementation of the award provisions. The Apex court has already confirmed the workman status.

5. that, in the light of the above statements, the 1st party submits that the action of the 2nd party in stopping collection of funds towards the accounts of the customers and thereby terminating his services on the plea of contract is not justified and he should be taken back in service with back wages which can be determined by the Arbitrator.

6. that, the 1st party is filing a list of documents which may be marked.

7. that, the 1st party Union requests the Arbitrator to pass orders for reinstatement of Sri Nedumaran at their Trichy Branch with monetary benefits."

The averments in the claim statement of the Management (2nd party) are as under:—

1. that, "the claim of the first party is false, frivolous, vexatious and is liable to be dismissed in limine. The party of the first part is put to strict proof of the allegations which are not specifically admitted herein.

2. that, it is submitted that Sri P. Nedumaran's case cannot be considered within the scope of 2(a) of Industrial Disputes Act, 1947 since he was neither dismissed, nor discharged or retrenched by the Bank, but he deserted his contract, appointment on his own. Further, he was not employed for hire or reward and there is no employer-employee relationship between the Bank and himself. Besides these, he was not also in Bank's pay rolls. Sri P. Nedumaran was engaged only, as Daily Deposit Collector at our Trichy Branch vide our proceedings Rc. No. 8254/88/G1, dated 30-8-95 purely on the following specific terms and conditions agreed by Sri P. Nedumaran himself:

Clause 1: his tenure was purely on contract basis which will neither entitle him any permanent employment in the Bank, nor any of the privileges available to other staff members of the Bank.

Clause 4: he should undertake daily deposit and N.O.S.B. collection and cover all the account holders every day in the area allotted to him, achieve the collection target fixed to him, render proper accounts and remit the collection amount into Trichy Branch of the Bank.

Clause 6: for his collection work, he will be paid commission of 2 per cent on Daily Deposit and 1 per cent on N.O.S.B. collection.

Clause 7: within 3 months, he should achieve a collection of not less than Rs. 5,000 per day failing which appointment may be terminated at Bank's discretion without prior notice.

Clause 14: the contract is liable for termination at any point of time without giving any prior notice or assigning any reasons therefor.

Sri P. Nedumaran has undertaken the assignment in Bank duly agreeing to the above terms and conditions. While joining the Bank he has executed an Indemnity Bond on 6-9-95 declaring that he is not an employee of the Bank and to discharge his duties faithfully. The above facts will prove that his engagement as Daily Deposit Collector in the Bank was absolutely on contract basis with commission payment proportionate to his deposit collection without any hire or reward.

3. that, the contention of the petitioner that stopping Sri P. Nedumaran from work amounts to termination is baseless and against the truth. In fact, he himself deserted collection work on his own accord with effect from 14-5-96 in the wake of an interrogation about his misuse of collection amount for his personal use which came to light during the routine checking of collection amount with customers. It was also found out that he had been in the habit of taking loans from customers, abusing his connection with in the Bank, to make good short collections. He confessed on his failings to the Manager, Trichy Branch. After that on his own did not turn up for collection work from 14-5-96. With great difficulty, we collected back the collection record cards entrusted with him from his residence in the interest of customers and also to save the Bank's reputation. As he deserted the service in the Bank on his own accord without any notice to the Bank whatsoever, the contract of appointment ceased from the date of his desertion.

4. that, the nature of duty involves dealing with public money which requires high integrity with honesty and calibre. He lacked those qualities. The question of reinstatement does

not arise in view of the desertion of service on his own accord and in the absence of required qualities to function as a collection agent of the Bank.

We conclude that:—

1. as Sri P. Nedumaran was engaged as Daily Deposit Collector purely on contract basis, the term of which where duly accepted by him,
2. as he deserted work on his own accord without any prior intimation to the Bank, abruptly stopping the collection, even while informal enquiries about his misdeeds were initiated; by his desertion he himself violated the terms of his contract and caused breach of trust besides dislocating the normal functioning of the Bank resulting in financial implications,
3. as he was found not possessing the essential qualities of integrity, honestly required for a collection agent, the question of his reinstatement does not arise.

Further, we wish to add that since his engagement with the Bank is governed by specific terms and conditions, this is not a matter to be considered under Industrial Disputes Act. Hence, it is submitted that the petition be dismissed in limine."

Since the parties submitted their respective claims both were summoned to appear before the Arbitrator on 23rd September, 1999 to adduce their evidence on the Dispute. Only the representative of the Management was present and the proceedings were adjourned to give the Union an opportunity in adhering the principles of natural justice. Next proceedings were fixed for 11th October, 1999 and parties are intimated accordingly. Both parties were present in the proceedings held on 11th October, 1999. The Union filed their documents and the same were taken on record and copies of the same were given to the 2nd party. The management sought time for filing their detailed reply countering the contentions of the union and they were directed to file endorsing a copy to the Union so that the Union can also file their reply if they so desired. Time was allowed for the said exercise till 29-10-1999. Next proceedings were fixed for 1st November, 1999 with the consent of both parties.

The 2nd party filed their additional claim statement which reads as under:—

1. that, "the judgment filed by the Union is not at all relevant to this case, for the reason that this Bank is not governed by Banking Regulations Act. Ours is the Co-operative Society Registered under the Madras Co-operative Societies Act and is deemed to be registered under the Multi State Co-operative Societies Act, 1984.

2. that, the contention of the 1st party that Sri P. Nedumaran, was terminated from the service is not correct. During the course of our checking, it came to light that few of the customers informed that the Daily Deposit collector Sri P. Nedumaran is in the habit of taking loans from them to make good the shortfall in collection amount. The daily Deposit Collector also confessed to this and deserted collection work on his own accord with effect from 14-5-1996 in the wake of an interrogation about his misuse of collection amount for his personal use. He voluntarily handed over all the collection records/cards and discontinued collection works.

3. that, Sri P. Nedumaran accepted the conditions laid down by this party that his tenure was purely on contract basis which will neither entitle him any permanent employment in the Bank nor any of the privileges available to the other staff members of the Bank. Now he is estopped from questioning the proceedings issued by this party in Rc. No. 8254/88/G1 dated 30-8-95.

4. that, as already stated Shri P. Nedumaran's engagement with the Bank is governed by specific terms and conditions, this is not a matter to be considered under Industrial Disputes Act."

The 1st party also filed their submissions against additional claim statement of the 2nd party which reads as under:—

1. that, "the management of the Bank has signed an agreement before the Regional Labour Commissioner (C) for arbitration of the dispute, under the Industrial Disputes Act,

and accordingly the Claim statements have been filed by the 1st party. The 1st party is doing banking business and they have branches in more than one state. Though they have registered under the Co-op. Society's Act, all Industrial relations matter are covered by the I.D. Act. The union submits that the Bank cannot claim any relief under the Co-op Society's Act.

2. that, the allegations levelled by the Bank that Sri Nedumaran Deposit collector was taking loans from the customers or the bank for adjusting the shortfall of collection of daily deposits was not proved against him by holding a departmental enquiry. The management did not issue even a memo calling upon him, to submit his explanations. The Branch Manager has taken back all the records from him by oral instructions and in spite of his two representations to allow him for collections of deposits which are his regular duties, the Bank did not entrust the duties. Sri Nedumaran did not misuse the collections of cash and also did not desert his job. The allegations now made by the Bank are after thought. In stopping him from performing his duties amounts to removal from duties and this attracts the provisions of I.D. Act.

3. that, in the light of the several judgements of the High Court and also the Supreme Court (Indian Bank Case-I 1990 LLJ) the deposit collectors employed in Private, Co-op. Sector and Public Sectors are workmen/Part time employees and they are governed by I.D. Act provisions. The proceedings of the management are not lawful. The Union submit that the statements of the management should be rejected.

4. that, the last proceedings were held on 1st November, 1999, wherein both parties were present and they submitted that beyond what has been stated by them in writing there is nothing further to submit. The management continued to content that the workman deserted his employment on his own accord and whereas the Union contended that the workman's services have been terminated by oral orders and no response was given even after making two representations. The Management stated that these representations need be paid no attention since the workman deserted his employment.

Thus both concluded their submissions

The points for consideration to decide the dispute are :—

1. Whether Shri P. Nedumaran, Daily Deposit Collector, Trichy Branch of REPCO Bank Ltd., is a workman as per the provisions of Industrial Disputes Act, 1947?
2. Whether the alleged desertion of employment of Shri P. Nedumaran is due to the action of the management or the workman?
3. Whether the demand of the Tamilnadu Bank's Deposit Collectors' Union for reinstatement of Shri P. Nedumaran by the management of REPCO Bank Ltd. is justified? If so, to what relief the workman is entitled to?

To decide the instant dispute, the first two questions raised above were to be dealt first indepth and then only, the last question, which is the terms of the reference of the dispute can be dealt with. It is primarily because the management took the stand that Shri P. Nedumaran was appointed in Bank after duly agreeing by him to the terms and conditions of appointment and also he has executed an indemnity bond declaring that he is not an employee of the Bank etc. and since the employment was on contract basis, he cannot claim the rights of a workman as contemplated under the provisions of the Industrial Disputes Act. Further, the management took the stand that Shri P. Nedumaran's case cannot be considered within the scope of Section 2(s) of I.D. Act, 1947 since he was neither dismissed nor discharged or retrenched by the Bank. But, he deserted his contract appointment on his own and more over, he was not employed for hire or reward and there is no employer-employee relationship between the bank and himself and also he was not on the Bank's pay rolls. To the arguments of the management, the workman has produced the documents such as appointment order reference No. 8254 : 88 : G1 dated 30-08-95 and two representations submitted by Shri P. Nedumaran dated 2-07-1996 and 10-09-1996 and also the letter dated 18-12-1996 addressed by the union to the Managing Director requesting for reinstatement of Shri P. Nedumaran.

Secondly, on the issue that Shri P. Nedumaran has deserted his employment on his own volition as contended by the management appears to be an after thought story as the management submitted that Shri P. Nedumaran was found to have misused the collection amount for his personal use and was also found that he had been in the habit of taking loans from customers abusing his connection with the bank to make good short collections and they have also submitted that Shri P. Nedumaran has confessed his failings to the Manager of Trichy Branch. After this, the Management alleges that Shri P. Nedumaran did not turnup for collection work from 14-5-1996. But, the management did not give any satisfactory and convincing reply or reason for their non-action or indifferent attitude to the representations dated 22-07-1996 and 10-09-1996 sent by Shri P. Nedumaran. In light of this, it is difficult to digest and accept the contention of the management as it has no substance either in the form of any documentary evidence or circumstantial evidence in support of their contention. Hence, it is established that the management has terminated the service of Shri P. Nedumaran by an oral order appears to have been given by Branch Manager of Trichy and further may be given by the consent of the Authorities vested with the power in the Bank to terminate the services of workman. Hence, the contentions of the management fails and the workman's submissions are accepted.

Thirdly, in light of the above findings for the issues raised at 1 and 2 above, it goes without saying that the undersigned is compelled to conclude that the demand of Tamilnadu Banks Deposit Collectors Union for reinstatement of Shri P. Nedumaran by the Management of REPCO Bank Ltd. is very much justified and since the workman also did not adduce any evidence to prove that he is innocent on the charges levelled against him by the management. The ends of justice will meet if the workman is reinstated with continuity of service and other attendant benefits, but without back wages on the principle "No work—No Pay". Thus, I answer the point accordingly.

In the result, I pass an award holding that the demand of the Tamilnadu Banks Deposit Collectors Union for reinstatement of Shri P. Nedumaran by the management of REPCO Bank is justified and the workman is entitled to the relief of continuity of service and other attendant benefits except the back wages for the period from 14-5-96 till the date of his actual reinstatement.

Dictated to the stenographer and typed by her direct and corrected on this 29th day of March, 2001.

B. R. S. REDDY, Regional Labour Commissioner (Central)  
Chennai & Arbitrator

#### Documents Marked :

For Union (1st party) :

- Ex. W1 Appointment Order Ref. No. 8254 : 88 : G1 dated 30-08-1995 issued to Shri P. Nedumaran by the Managing Director, REPCO Bank Ltd.
- Ex. W2 Representation dated 22-7-96 submitted to the Branch Manager by Shri P. Nedumaran for collection of Deposits.
- Ex. W3 Representation dated 10-9-96 submitted to the Branch Manager by Shri P. Nedumaran for reinstatement in the services. Orally instruction for stopping collection work from 16-5-96.
- Ex. W4 Letter dated 18-12-96 addressed by the Union to the Mg. Director, REPCO Bank Ltd. requesting for reinstatement of Shri P. Nedumaran.
- Ex. W5 Letter dt. 22-01-97 addressed to the Bank by the President of the Union from Chennai
- Ex. W6 Award of the Industrial Tribunal, Hyderabad, dated 24-5-89 covering 47 Banks.
- Ex. W7 Judgment of Chennai High Court dated 7-9-94 in the case of Karur Vysya Bank Ltd., United Bank of India, declaring deposit collectors are workmen.
- Ex. W8 Judgment of Andhra Pradesh High Court dated 28-3-1997 modifying the Award of the Industrial Tribunal with regard to absorption of Deposit Collectors but confirming the workmen status.

Ex. W9 Order dated 1-04-1997 of the Supreme Court dismissing the Appeal of the Indian Bank against the judgment of Chennai High Court (1990 1 LLJ 50).

For Management (2nd Party):

Ex. M1 Proceedings in RC No. 8254/88/G1 with the acceptance of Shri P. Nedumaran.

Ex. M2 Deed of Indemnity executed by Shri P. Nedumaran.

नई दिल्ली, 26 अप्रैल, 2001

का.आ. 1016—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्वय में, केन्द्रीय सरकार स्टेट बैंक ऑफ त्रवन्कोर के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के बीच, अन्वय में निर्दिष्ट औद्योगिक विवाद में श्रम न्यायालय, कोझिकोड, के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-1-2001 को प्राप्त हुआ था।

[सं. एल-12012/100/97-आई आर (बी-1)]

प्रजय कुमार, डेस्क अधिकारी

New Delhi, the 26th April, 2001

S.O. 1016.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Labour Court, Kozhikode as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of Travancore and their workman, which was received by the Central Government on 25-4-2001.

[No. L-12012/100/97-IR(B-I)]  
AJAY KUMAR, Desk Officer

#### ANNEXURE

IN THE LABOUR COURT, KOZHIKODE,  
KERALA STATE

Dated this the 6th day of April, 2001

PRESENT :

Shri E. D. Thankachan, B.A., B.L.,  
Presiding Officer.

I.D. (C) No. 2/98

BETWEEN :

The Deputy General Manager,  
Zonal Office,  
State Bank of Travancore.  
P. B. No. 25,  
Calicut-673004

.. Management

AND

Smt. M. V. Thambayi,  
Yodanvalappil.  
Thekke Bazar,  
Pavvannur-670087

.. Worker

#### REPRESENTATIONS :

Sri K. P. Asok Kumar, Advocate, Kozhikode,  
... For Worker

Sri K. P. Damodaran Nambiar, Advocate,  
Kozhikode. ... For Management

#### AWARD

As per Government Order No. L-12012/100/97-IR(B-I) dated 31-12-1997 the Government of India referred an Industrial Dispute, between the Deputy General Manager, Zonal Office, State Bank of Travancore, Calicut and their worker Smt. M.V. Thambayi, Yodanvalappil, Yayyannur to this court for adjudication and award. The issue referred for the adjudication was "whether the action of the management of State Bank of Travancore in terminating the services of Smt. Thambayi, Part-time Sweeper from 10-8-1995 is justified? If not, to what relief the workman is entitled?"

2. Pursuant to the reference, notice intimating the date of posting of the case in the Labour Court was issued to both parties. Accordingly both sides appeared and filed their respective statements. When the case came up for evidence today, the 6th day of April, 2001 the counsel for the worker submits no instruction. The name of the worker is called. The worker is absent. Since the worker has not appeared for giving evidence today, I am inclined to hold that the worker is not interested to pursue the dispute any further and that therefore there is no existing industrial dispute between the parties to be adjudicated.

3. In the result, the reference is answered holding that there is no subsisting industrial dispute between the parties to be adjudicated upon.

Dictated to the Confidential Assistant, transcribed by him, revised, corrected and passed by me on the 6th day of April, 2001.

E. D. THANKACHAN, Presiding Officer

नई दिल्ली, 26 अप्रैल, 2001

का.आ. 1017.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्वय में, केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के बीच, अन्वय में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जयपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-4-01 को प्राप्त हुआ था।

[सं. एल-12012/138/2000-आई आर (बी-II)]

सी. गंगाधरण, अवसर सचिव

New Delhi, the 26th April, 2001

S.O. 1017.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of

the Central Government Industrial Tribunal/Labour Union, Jaipur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Punjab National Bank and their workman, which was received by the Central Government on 25-4-2001.

[No. L-12012/138/2000-IR(B-II)]

C GANGADHARAN, Under Secy

अनुबंध

केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय जयपुर ।  
प्रकरण संख्या —सी जी आई टी /1/2001

आदेश संख्या एल-12012/138/2000/आई आर (बी-2)  
20-11-00

अब्दुल मजीद पुत्र श्री अब्दुल अमीन निवासी प्लाट नं 79, रघुनाथ-पुरा, कालवाड रोड, झोडवाडा जयपुर ।

—प्रार्थी

बनाम

जोनल मैनेजर, पंजाब नेशनल बैंक, जोनल ऑफिस, 2-नेहरू प्लेस टोक रोड, जयपुर ।

—प्रप्रार्थी

उपस्थित

प्रार्थी की ओर से स्वयं प्रार्थी

अप्रार्थी की ओर से कोई नहीं

पचाट दिनांक 12-2-2001

पचाट

केन्द्रीय सरकार के द्वारा उक्त आदेश के जरिए निम्न विवाद, औद्योगिक विवाद अधिनियम, 1947 (जिसे बाद में अधिनियम, 1947 कहा गया है) की धारा 10 की उप-धारा (1) के खण्ड-घ के प्रावधानों के अन्तर्गत न्यायनिर्णय हेतु निर्देशित किया गया --

"Whether the action of the management of Punjab National Bank in terminating the services of Shri Abdul Mazid S/o Shri Abdul Amin w.e.f 28-2-99 and not considering him for his appointment in the bank in terms of the management's circular dated 5-1-1993 is legal and justified? If not, what relief the workman is entitled to and from which date?"

निर्देश आदेश प्राप्त होने पर अब्दुल मजीद कर्मकार को व जोनल मैनेजर, पंजाब नेशनल बैंक, जोनल ऑफिस जयपुर को नोटिस भेजे गए । अब्दुल मजीद कर्मकार नोटिस प्राप्त

होने पर उपस्थित था । बैंक की ओर से श्री डी एस. एम. मैनेजर अचन कार्यालय उपस्थित आए, परन्तु उन्होंने जोनल मैनेजर की ओर से कोई प्रतिकार-पत्र प्रस्तुत नहीं किया ।

अब्दुल मजीद प्रार्थी ने क्लेम प्रस्तुत नहीं किया व एक प्रार्थना-पत्र प्रस्तुत किया कि पंजाब नेशनल बैंक ने उसे चपरासी के पद पर नियुक्ति प्रदान कर दी है व इस वेतन को वह आगे नहीं लड़ना चाहता, केस को बन्द किया जाए ।

प्रार्थी के द्वारा क्लेम प्रस्तुत न करने व प्रार्थना पत्र प्रस्तुत करने से प्रकट होता है कि पक्षकारों के बीच प्रार्थी की सेवा समाप्ति के बावजूद कोई विवाद नहीं रहा है । अतः विवाद रहित पचाट पारित किया जाता है ।

पचाट की प्रतिलिपि केन्द्रीय सरकार को अधिनियम, 1947 की धारा 17 की उपधारा (1) के अन्तर्गत प्रकाशनार्थ प्रेषित की जाए ।

ह /—

पीठासीन अधिकारी

नई दिल्ली, 26 अप्रैल, 2001

का आ. 1018—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सार्दन रेलवे, पालघाट के प्रबंधन के सदस्य नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में श्रम न्यायालय, कोजीकोडे के पचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 25 अप्रैल, 2001 को प्राप्त हुआ था ।

[स. एल-41012/152/98-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 26th April, 2001

SO 1018—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Labour Court, Kozhikode as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Southern Railway, Palakkad and their workman, which was received by the Central Government on 25-4-2001.

[No L-41012/152/98-IR(B-II)]

AJAY KUMAR, Desk Officer

ANNEXURE

IN THE LABOUR COURT, KOZHIKODE,  
KERALA STATE

Dated this the 30th day of March, 2001

PRESENT.

Shri E. D. Thankachan, E.A., B.L.,  
Presiding Officer.

I.D. (C) No. 2/99

BETWEEN

The Sr Divisional Engineer,  
Southern Railway,  
Palakkad

MANAGEMENT.

AND

Shri K. Raju,  
S/o Kuttan,  
Kunnimal House,  
Puthiyaniath Post,  
Elathur, Kozhikode-673303.

Workman.

## REPRESENTATIONS :

Sri P. P. Balan, Advocate, Kozhikode. . . For Workman.

Sri K. V. Sachidanandan, Advocate, Kozhikode. . . For Management.

## AWARD

As per Government Order No. L-41012/152/98/IR(B-I) dated 24-02-1999, the Government of India referred an industrial dispute between the Senior Divisional Engineer, Southern Railway, Palakkad and their workman Shri K. Raju, Kunnimal House, Puthiyaniath Post, Elathur, Kozhikode to this court for adjudication and award. The issue referred for the adjudication was "whether the action of the DPO/S. Rly/Palghat in terminating the service of Shri K. Raju with effect from 20-7-1970 and Non-inclusion of his name in the supplementary casual labour register is legal and justified? If not, what relief the workman is entitled to".

2. Pursuant to the reference, notice intimating the date of posting of the case in the Labour Court was issued to both parties. Accordingly both sides appeared and submitted their respective statements. When the case came up for evidence, today, the 30th day of March, 2001 neither the workman nor the counsel concerned appeared to prosecute their respective dispute. The name of the workman is called. The workman is absent. Since the workman has not appeared for giving evidence today, I am inclined to hold that the workman is not interested to pursue the dispute any further and that therefore there is no existing industrial dispute between the parties to be adjudicated.

3. In the result, the reference is answered holding that there is no subsisting industrial dispute between the parties to be adjudicated upon.

Dictated to the Confidential Assistant, transcribed by him, revised, corrected and passed by me on the 30th day of March, 2001.

E. D. THANKACHAN Presiding Officer

नई दिल्ली, 26 अप्रैल, 2001

का.मा. 1019—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मोरघ मालाबार ग्रामीण बैंक के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में श्रम न्यायालय कोझिकोड के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-4-2001 को प्राप्त हुआ था।

[सं. एल-12012/608/98-आई धार(बी-I)]

अजय कुमार, ईस्क अधिकारी

New Delhi, the 26th April, 2001

S.O. 1019.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Labour Court, Kozhikode as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of North Malabar Gramin Bai and their workman, which was received by the Central Government on 25-4-2001.

[No. L-12012/608/98-IR(B-I)]  
AJAY KUMAR, Desk Officer

1364 GI/2001-7

## ANNEXURE

IN THE LABOUR COURT, KOZHIKODE, KERALA STATE

Dated this the 30th day of March, 2001

## PRESENT :

Shri E. D. Thankachan B.A., B.L., Presiding Officer, I.D. (C) No. 5/99

## BETWEEN

The Chairman,  
North Malabar Gramin Bank,  
Head Office,  
B.P. No. 59,  
Bank Road,  
Kannur-670001.

.. Management.

## AND

Shri K. Radhakrishna,  
"Drisya",  
Utiyathaddaka,  
Post Sribagilu,  
Kasargod-671124.

.. Workman

## REPRESENTATIONS :

Sri M. Asokan, Advocate, Kozhikode.—For Management.  
Sri Ashok B. Shenoy, Advocate, Cochin.—For Workman.

## AWARD

As per Government Order No. L-12012/608/98-IR(B-I) dated 10-4-1999 the Government of India referred an industrial dispute between the Chairman, North Malabar Gramin Bank, Bank Road, Kannur and their workman Shri K. Radhakrishna, Utiyathaddaka, Post Sri Bagilu, Kasargode to this court for adjudication and award. The issue referred for the adjudication was "whether the action of the management of North Malabar Gramin Bank in dismissing the service of the workman Sri K. Radhakrishna w.o.f. 15-1-97 is justified? If not, what relief the workman is entitled to?"

2. Pursuant to the reference, notice intimating the date of posting of the case in the Labour Court was issued to both parties. Accordingly both sides appeared and submitted their respective statements. When the case came up for evidence, today, the 30th day of March, 2001 neither the workman nor the counsel concerned appeared to prosecute their respective dispute. The name of the workman is called. The workman is absent. Since the workman has not appeared for giving evidence today, I am inclined to hold that the workman is not interested to pursue the dispute any further and that therefore there is no existing industrial dispute between the parties to be adjudicated.

3. In the result, the reference is answered holding that there is no subsisting industrial dispute between the parties to be adjudicated upon.

Dictated to the Confidential Assistant, transcribed by him, revised, corrected and passed by me on the 30th day of March, 2001

E. D. THANKACHAN, Presiding Officer

नई दिल्ली, 26 अप्रैल, 2001

का.मा. 1020—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ग्राफ लावनकोर के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद औद्योगिक अधिकरण कोलाम के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-4-2001 को प्राप्त हुआ था।

[सं. एल-12012/658/98-आई धार(बी-I)]

अजय कुमार, ईस्क अधिकारी

New Delhi, the 26th April, 2001

S.O. 1020.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal Kollam as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of Travancore and their workman, which was received by the Central Government on 25-4-2001.

[No. L-12012/658/98-IR(B-I)]

AJAY KUMAR, Desk Officer

# ANNEXURE

## IN THE COURT OF THE INDUSTRIAL TRIBUNAL, KOLLAM

(Dated, this the 20th day of March 2001)

### PRESENT :

Sri I.P.V. Abramam, Industrial Tribunal,

IN

INDUSTRIAL DISPUTE No. 25/99

BETWEEN

The Managing Director, State Bank of Travancore, Head  
Office Poojappura, Trivandrum.

AND

The General Secretary, State Bank of Travancore Staff

Union, P.B. No. 5601, Trivandrum

### AWARD

The Government of India as per Order No. L-12012/658/98/IR (B-I) dated 17-5-1999 referred this industrial dispute for adjudication to this Tribunal.

The issue referred for adjudication, is the following :

"Whether the action of the management of State Bank of Travancore in imposing the punishment of withdrawal of Special Allowance for five years and denial of increment during suspension period upon Sri K. K. Rajan is legal and justified? If not, to what relief the said workman is entitled?"

2. The union has contended that Sri K. K. Rajan, while working as cashier incharge of Ayiroor branch, was charge-sheeted and placed under suspension as per order dated 7-12-1996. A domestic enquiry was conducted in respect of the misconduct alleged against the workman and the following punishments were imposed on him by the disciplinary authority.

(i) Withdrawal of special allowance with immediate effect as per clause 21(IV)c of the sixth bipartite settlement.

(ii) Reduction in the scale of pay by one stage under clause 21(IV)c of the sixth bipartite settlement.

The period of suspension was ordered to be treated as such without entitlement of any benefit other than subsistence allowance already drawn. The suspension of Sri K.K. Rajan was revoked and he was posted as cashier at Ranni-Thottom branch on 16-7-1997. Sri Rajan had submitted an appeal and the appellate authority had modified the punishment as withdrawal of special allowance for five years as per clause 21(IV)c of the sixth bipartite settlement w.e.f. 16-7-1997. The period of suspension was ordered to be treated as such without entitlement to increment or other benefits other than the subsistence allowance already drawn. According to the union, the appellate authority had imposed fresh punishments which were not awarded by the disciplinary authority. The appellate authority had ordered to exclude the period of suspension for the purpose of increment. The appellate authority is not expected to impose fresh punishments while disposing of the appellata petition filed by the employee. As per suspension order dated 7-12-1996 the workman was directed not to leave the Head Quarters during the period of suspension without the prior permission

of the Branch Manager. Since the suspended employee was not on duty, there was no justification to keep him confined within the limits of the jurisdiction of his Head Quarters and thus limiting his freedom of movement. The employee had given his address for communication to the Branch Manager and therefore there was no necessity for limiting his freedom of movement for communication and contract. Where the bank merely did not want to take work from the employee and the suspension did not amount to suspension of contract of service, he would be entitled to full salary for the suspension period and not the subsistence allowance alone. In the circumstances the suspension period need not be excluded for granting increment. The union has further contended that the disciplinary authority did not allow the defence representative of the workman to appear before him and therefore the disciplinary action have become vitiated. According to the union the punishment awarded to the workman is disproportionate to the charges alleged against him. In the circumstances the union seeks to pass an award setting aside the punishment imposed against the workman.

3. The management has contended that Sri K. K. Rajan was employed as cashier incharge at Ayiroor branch of the management bank. As per chargesheet dated 21-12-1996 the following misconduct were alleged against him.

(a) On 4-12-1996 Sri Rajan attended office reportedly under the influence of Alcohol.

(b) On that day at about 11 A.M. he stopped cash work abruptly without any valid reasons, thus causing dissatisfaction and inconvenience to customers waiting at the counter. He also attended to manhandle Sri Subhash Chandra Bose, Asst. Manager of the Branch under the influence of alcohol inside the branch premises and shouted in a most despicable language at the Branch Manager and the Asst. Manager.

(c) Again on that day, at around 4.30 P.M. leaving his work incomplete he shouted at Sri Subhash Chandra Bose reportedly under the influence of alcohol causing disruption on work in the branch and inconvenience and embarrassment to other members of the staff. Because of his unruly and riotous behaviour which created an uncomfortable situation at the branch. Sri Subhash Chandra Bose had to leave the branch and when Sri Subhash Chandra Bose waiting for the bus at the bus stand he went out of the branch entrusting the cash work to Smt. Sherly Simon and attempted to manhandle the officer in public. After the officer left the scene in an autorickshaw, he again came to the branch and shouted at the branch manager, deputy manager and other staff members in the presence of the public. Thus he behaved in an indecent and bisterous manner and caused irreparable damage to the image and reputation of the bank. The above mentioned lapses on the part of the employees were gross misconduct as defined under clause 19.5(c), (j) and (e) of the first bipartite settlement punishable under clause 19.6 of the said bipartite settlement read with clause 21(IV) of the sixth bipartite settlement 1995.

5. The workman had submitted his explanation on 18-1-97 denying the misconduct alleged against him. As per order dated 29-1-1997 the disciplinary authority had ordered a domestic enquiry with regard to the misconduct alleged against the workman. The enquiry officer had conducted the domestic enquiry in compliance with the principles of natural justice. The workman was allowed to engage a union leader to defend him in the enquiry. The enquiry officer submitted a finding holding that, the charge No. 1 was not proved and charge No. 2 was proved. As regards charge No. 3, the enquiry officer found that it was partially proved. A copy of the enquiry report was sent to the employees on 9-5-1997 calling upon him to make his written submissions to the findings of the enquiry officer and as per letter dated 28-5-97, the workman had forwarded his submissions against the enquiry report. The disciplinary authority considered the enquiry report, the submissions made by the employee and

concurred with the findings of the enquiry officer. Since the charges proved against the employee were grave and had lowered the image of the bank in the eye of the public the disciplinary authority proposed the punishments of withdrawal of special allowance with immediate effect and reduction in the scale of pay by one stage as per order dated 12-6-1997. The workman was requested to show cause why the punishments should not be imposed.

6. The workman was afforded an opportunity for personal hearing before the disciplinary authority on 28-6-1997. After hearing the workman, the disciplinary authority had taken a decision on 8-7-1997 confirming the punishment proposed as per the preliminary order. The disciplinary authority had also directed to keep the suspension period as such without entitlement of any benefit other than the subsistence allowance already drawn. The workman had filed an appeal before the appellate authority. The appellate authority had considered the contentions raised in the appeal and reduced the punishment to withdrawal of special allowance for a period of five years w.e.f. 16-7-1997. The order relating to the period of suspension was confirmed by the appellate authority. The management has further contended that the condition imposed in the order of suspension that the workman should not leave the Head Quarters during the period of suspension without prior permission of the Branch Manager was a valid condition imposed with a view to secure the attendance of the employee during the enquiry. In view of clause 19.12(b) of the first bipartite settlement dated 19-10-1996. It is the discretion of the disciplinary authority to take a decision as to how the period of suspension should be treated. As per clause 1.12(a) of the bipartite settlement mentioned above, an employee is duly required to be provided with an opportunity for personal hearing with regard to the proposed punishment. The bipartite settlement mentioned above does not provide for providing an opportunity for personal hearing to an employee with the assistance of a defence representative. The management has further contended that the misconduct committed by the employee are serious in nature and the punishment imposed on the workman is proportionate to the misconduct proved against him. In the circumstances the management seeks to pass an award upholding the punishment imposed on the workman.

7. The enquiry proceedings and the enquiry report were marked as Exts M1 and M2 respectively with the consent of the parties. On a perusal of Ext. M1 enquiry file it can be seen that the workman had participated in the enquiry. The enquiry officer had permitted the workman to engage a defence representative to assist him in the enquiry. The defence representative had cross examined the witnesses examined on behalf of the management. The enquiry officer had permitted the workman to examine his own witness in his defence. The union has not pointed out any circumstance which vitiates the domestic enquiry. According to the union, the disciplinary authority had not permitted the workman to engage the defence representative for personal hearing before the disciplinary authority. However, the union has not pointed out any provision in the settlement which provides that a workman is entitled to engage a defence representative for personal hearing before the disciplinary authority. In the absence of any such provision in the settlement or the contract of service, the workman is not entitled as a matter of right to engage a defence representative for personal hearing before the disciplinary authority. In view of the circumstances explained above I hold that the enquiry was conducted properly and in compliance with the principles of natural justice.

8. On a perusal of Ext. M2 enquiry report, it can be seen that the enquiry officer had properly appreciated the evidence that has come out in the enquiry. There is nothing to suggest that the findings of the enquiry officer is perverse or unsustainable. In the circumstance I hold that the findings of the enquiry officer is proper and valid.

9. The union has taken a contention that the appellate authority had imposed a fresh punishment by ordering to exclude the period of suspension for the purpose of increment. The union has also contended that as the workman

was not allowed to leave the Head Quarters during the period of suspension without the permission of the branch manager, he is eligible for full salary during the period of suspension. However, as the bipartite settlement provide for keeping an employee under suspension pending disciplinary action and discretion is given to the disciplinary authority to take a decision as to the manner in which the suspension period should be treated the workman is not entitled to claim full salary for the period of suspension. The disciplinary authority had taken a decision to treat the period of suspension as such and ordered that the workman will not be eligible for any benefit other than subsistence allowance drawn by him during the period of suspension. The appellate authority had confirmed that order. In the circumstance the exclusion of suspension period for increment cannot be regarded as a punishment. In view of the circumstances explained above I hold that the workman is not eligible for any relief.

P.V. ABRAHAM, Industrial Tribunal  
APPENDIX

Witness examined on the side of the Management  
MW1. Nil.

Witness examined on the side of the Workman  
WW1 Nil.

Documents marked on the side of the Management

Ext. M1. Register containing the enquiry proceedings.

Ext. M2 The enquiry report submitted by the enquiry officer.

Ext. M3. Preliminary order dated 12-6-1997 passed by the disciplinary authority.

Ext. M4. Appellate order dated 12-11-1997.

Documents marked on the side of the Workman  
Ext. W1 Nil.

नई दिल्ली, 25 अप्रैल, 2001

का.प्रा. 1021—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सी.एस.आई.आर के प्रबंधन के संबंध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चण्डीगढ़ के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-4-2001 को प्राप्त हुआ था।

[सं. एल-42012/99/99—आई आर (डीयू)]

कुलदीप राय वर्मा, डैस्क अधिकारी

New Delhi, the 25th April, 2001

S.O. 1021.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal/Labour Court, Chandigarh, as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of CSIR and their workman, which was received by the Central Government on 25-4-2001.

[No. L-42012/99/99-IR(DU)]  
KULDIP RAI VERMA, Desk Officer

ANNEXURE

BEFORE SHRI B. L. JATAV, PRESIDING OFFICER,  
CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-  
LABOUR COURT, CHANDIGARH

Case No. ID 197 of 1999

The President, Labour Union Central Institute of Medicinal and Aromatic plants, Bonera, Pulwama (KMR) .. Union.

V/s.

The Scientist Incharge, CIMAP (CSIR) Field Station,  
Bonera, Pulwama. .. Management

## APPEARANCES :

For the Workman : Union None.  
For the Management : Shri I. S. Sidhu.

## AWARD

(Passed on 28-2-2001)

Then Central Govt. vide Gazette Notification No. L-42012/99/99-IR(DU) dated 27-9-99 has referred the following dispute to this Tribunal for adjudication :

1. "Whether the action of the management of CSIR represented by Scientist Incharge, CIMAP in terminating the services of Shri Abdul Qayoom Mir a daily rated workman w.e.f. 1983 and converting him into contract labour is just and legal. If not, to what relief he is entitled and from what date?"
2. Whether the action of the management of CSIR represented by Scientist Incharge, CIMAP, Pulwama in employing Shri Abdul Qayam Mir as contract labour through different contractors w.e.f. 1983 to date, on perennial/permanent nature of employment i.e. Security of Farm and Misc. Farm operations is legal and justified. If not, to what relief the workman is entitled and from which date?"

Today the case was fixed for filing of claim statement by the workman. None has put up appearance on behalf of the workman. The representative of the management has filed the affidavit of the workman deposing that the workman is not interested in pursuing the reference any further. In view of the affidavit of the workman, the present reference is returned to the Ministry for want of prosecution. Appropriate Govt. be informed.

Chandigarh

28-2-2001.

B. L. JATAV, Presiding Officer

नई दिल्ली, 25 अप्रैल, 2001

का.प्रा. 1022.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सी.एस.आई.प्रार. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चण्डीगढ़ के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-4-2001 को प्राप्त हुआ था।

[सं. एल-42012/100/99-आई प्रार(डीयू.)]  
कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 25th April, 2001

S.O. 1022.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal/Labour Court, Chandigarh, as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of CSIR and their workman, which was received by the Central Government on 25-4-2001.

[No. L-42012/100/99-IR(DU)]  
KULDIP RAI VERMA, Desk Officer

## ANNEXURE

BEFORE SHRI B. L. JATAV, PRESIDING OFFICER,  
CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-  
LABOUR COURT, CHANDIGAH

Case No. ID 199 of 1999

The President, Labour Union Central Institute of Medicinal and Aromatic plants, Bonera, Pulwama (KMR).

.. Union.

V/s

The Scientist Incharge, CIMAP (CSIR), Field Station,  
Bonera, Pulwama. .. Management.

## APPEARANCES :

For the Workman : Union None.  
For the Management : Shri I. S. Sidhu.

## AWARD

(Passed on 28-2-2001)

Then Central Govt. vide Gazette Notification No. L-42012/100/99/IR(DU) dated 27-9-1999 has referred the following dispute to this Tribunal for adjudication :

1. "Whether the action of the management of CSIR represented by Scientist Incharge, CIMAP in terminating the services of Shri Ab. Gaffar Sheikh a daily rated workman w.e.f. 1983 and converting him into contract labour is just and legal. If not, to what relief he is entitled and from what date?"
2. Whether the action of the management of CSIR represented by Scientist Incharge, CIMAP, Pulwama in employing Shri Ab. Gaffar Sheikh as contract labour through different contractors w.e.f. 1983 to date, on perennial/permanent nature of employment i.e. Security of Farm and Misc. Farm operations is legal and justified. If not, to what relief the workman is entitled and from which date?"

Today the case was fixed for filing of claim statement by the workman. None has put up appearance on behalf of the workman. The representative of the management has filed the affidavit of the workman deposing that the workman is not interested in pursuing the reference any further. In view of the affidavit of the workman, the present reference is returned to the Ministry for want of prosecution. Appropriate Govt. be informed.

Chandigarh

28-2-2001.

B. L. JATAV, Presiding Officer

नई दिल्ली, 25 अप्रैल, 2001

का.प्रा. 1023.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै. रिचर्डसन एण्ड कुड्डास लिमिटेड (1972) के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण न. II, मुम्बई के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-4-2001 को प्राप्त हुआ था।

[सं. एल-42011/15/99-आईआर(डीयू.)]  
कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 25th April, 2001

S.O. 1023.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby publishes the award of the Central Government Industrial Tribunal/Labour Court, No II, Mumbai, as shown

In the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Richardson & Cruddas Ltd. (1972) and their workman, which was received by the Central Government on 25-4-2001.

[No. L-42011/15/99-IR(DU)]  
KULDIP RAI VERMA, Desk Officer  
ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL NO. II, MUMBAI

PRESENT :

S. N. Saundankar.

Reference No. CGIT-2/164 of 1999

Employers in relation to the Management of M/s. Richardson & Cruddas Ltd. (1972).  
The General Manager (P),  
Richardson & Cruddas Ltd.,  
Byculla Iron Works,  
Byculla,  
Mumbai-400008.

AND  
Their Workmen

The President,  
Association of Engineering Workers,  
252, Janta Colony,  
Ramanarayan Market Marg,  
Ghatkopar (East),  
Mumbai-400077.

APPEARANCES :

For the Employer : Mr. S. Z. Chowdhary, Advocate.

For the Workmen : Ms. Pooja Kulkarni, Advocate.  
Mumbai, dated the 21st March, 2001

AWARD

The Government of India, Ministry of Labour, by its Order No. L-42011/15/99-IR(DU), dated 12-08-1999, have referred the following Industrial Dispute for adjudication.

"Whether the action of the management of Richardson & Cruddas (1972) Ltd., Mumbai in not regularising the services of 22 workmen (as per annexure) is legal and justified? If not, to what relief the workmen are entitled?"

ANNEXURE

| Sr. No. | Name              | T. No. | Date     |
|---------|-------------------|--------|----------|
| 1.      | S. S. Salve       | 6056   | 06-05-82 |
| 2.      | P. M. Dhurat      | 6208   | 10-08-87 |
| 3.      | D. R. Yewale      | 6087   | 02-07-85 |
| 4.      | B. S. Sonavne     | 6110   | 01-11-85 |
| 5.      | S. A. Dudhavadkar | 6204   | 16-03-87 |
| 6.      | A. R. Abdul R.    | 6063   | 03-10-84 |
| 7.      | R. R. Yadav       | 6067   | 02-02-85 |
| 8.      | B. R. Kumble      | 6088   | 02-07-85 |
| 9.      | P. T. Rane        | 6108   | 01-11-85 |
| 10.     | R. R. Jaiswar     | 6146   | 01-06-86 |
| 11.     | A. B. Rajbar      | 6179   | 16-10-86 |
| 12.     | L. S. Jaiswar     | 6165   | 02-08-86 |
| 13.     | P. D. Jaiswar     | 6248   | 01-12-88 |
| 14.     | S. Y. More        | 6053   | 28-04-82 |
| 15.     | G. B. Sakpal      | 6230   | 02-07-88 |
| 16.     | S. W. Salve       | 6116   | 02-01-86 |
| 17.     | B. N. Kumble      | 6192   | 17-01-87 |
| 18.     | I. L. Yadav       | 6193   | 01-02-87 |
| 19.     | N. P. Joshi       | 6237   | 03-10-88 |
| 20.     | B. A. Mahatre     | 6238   | 03-10-88 |
| 21.     | P. B. Kadam       | 6250   | 02-01-89 |
| 22.     | K. R. Salvi       | 6254   | 02-01-89 |

2. The Union filed their Statement of Claim at Exhibit-7. The management opposed the claim by the Written Statement (Exhibit-9). On the basis of the rival pleadings my Learned Predecessor framed issues (Exhibit 12). Consequently matter was fixed for evidence. However on 5-1-2001 the union vide purshis (Exhibit-17) contended that the workmen concerned have accepted voluntary retirement and therefore no dispute remained, therefore no dispute Award be passed. The management endorsed to that effect vide say dtd. 1-2-2001. Since dispute no more remains the following order is passed :—

ORDER

The reference stand disposed of for non-prosecution vide purshis (Exhibit-17).

S. N. SAUNDANKAR, Presiding Officer

BEFORE HON'BLE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL NO. II

Reference No. 164 of 1999

BETWEEN

M/s. Richardson & Cruddas (1972) Ltd.

AND

Association of Engineering Works.

MAY IT PLEASE THIS HON'BLE TRIBUNAL

The Association submits that all the workmen concerned in this Disputes have accepted Voluntary Retirement Scheme and now have no claim of any nature against the company therefore this Hon'ble Tribunal may be pleased to pass no dispute award in this matter.

Sd/-

(Sahadco Sambhaji Malaye)  
(Secretary)

For and on behalf of  
Association of Engineering Works

Place : Mumbai

Dated : 5th January, 2001

Sd/- Illegible,  
Abhay Kulkarni & Associates  
Advocates for the Association.

Other Side to say

Sd/- Illegible  
Presiding Officer

नई दिल्ली, 25 अप्रैल, 2001

का.प्रा.1024—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेंट्रल इंस्टिट्यूट फोर रिसर्च आन बुफेलोस के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चंडीगढ़ के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-4-2001 को प्राप्त हुआ था।

[सं. एल-42011/44/92-आईआर(बीयू)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 25th April, 2001

S.O. 1024.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal/Labour Court, Chandigarh, as shown in the Annexure in the Industrial Dispute between the employees in relation to the management of Central Institute for Research on Buffaloes and their workman, which was received by the Central Government on 25-4-2001.

[No L-42011/44/92-IR(DU)  
KULDIP RAI VERMA, Desk Officer

## ANNEXURE

BEFORE SHRI B. L. JATAV, PRESIDING OFFICER,  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-  
CUM-LABOUR COURT, CHANDIGARH

Case No. I.D. 149 of 1993

President,  
Distt. Agriculture Worker's Union,  
123/5, Jawahar Nagar,  
Hissar.

.... Petitioner

Versus

Director,  
Central Instt. for Research of Buffaloes,  
Hissar.

.... Respondent

## REPRESENTATIVES:

For the Workman: Shri Darshan Singh.

For the Management: Rameet Sharma.

## AWARD

(Passed on 22nd March, 2001)

The Central Government, Ministry of Labour vide Notification No. L-42011/44/92-I.R.(D.U.) dated 7th December, 1993 has referred the following dispute to this Tribunal for adjudication:

"Whether the action of the management of Central Instt. for Research of Buffaloes, Hissar in not giving the scale of Rs. 975-1540 as per their performance of work, i.e. "Equal pay for Equal Work" to Sh. Jitender Kumar Singh, Ms. Suman and Meera is justified? If not, what relief the workmen concerned are entitled to?"

Today the case was fixed for appearance of the workman. The rep. of the workman appeared and made the statement that workman does not want to pursue with the present reference and the same may be dismissed as withdrawn. In view of the above, the present reference is returned to the Ministry as not pressed. Appropriate Government be informed.

B. L. JATAV, Presiding Officer

Chandigarh,  
Camp Hissar.  
22-3-2001.

नई दिल्ली, 25 अप्रैल, 2001

का.आ. 1025-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार राजस्थान आटोमिक पावर प्रोजेक्ट के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, संबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण कोटा के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-4-2001 को प्राप्त हुआ था।

[सं. ए.न-42012/11/96-आई आर (डीयू)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 25th April, 2001

S.O. 1025.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal/Labour Court, Kota, as shown in the Annexure in the Industrial

Dispute between the employers in relation to the Management of Rajasthan Atomic Power Project and their workman, which was received by the Central Government on 25-4-2001.

[No. L-42012/11/96-IR(DU)]

KULDIP RAI VERMA, Desk Officer

अनुबंध

न्यायाधीश, औद्योगिक न्यायाधिकरण/केन्द्रीय/कोटा/राजस्थान/  
पीठासीन अधिकारी—श्री महेश चन्द्र भगवती, आर.एच.जे.एस.  
निर्देश प्रकरण क्रमांक : श्री.न्या. (केन्द्रीय)—10/97  
दिनांक स्थापित : 11-3-97

प्रसंग : भारत सरकार, श्रम मंत्रालय, नई दिल्ली के आदेश क्रमांक

एल-42012/11/96-आईआर (डीयू) दिनांक 4-3-97  
निर्देश अन्तर्गत धारा 10(1)(घ)

औद्योगिक विवाद अधिनियम, 1947

मध्य

सुरेन्द्र कुमार पुत्र श्री राम कुमार, एक्स-फायरमन, राजस्थान  
एटोमिक पावर प्रोजेक्ट, यूनिट 3 व 4, रावतभाटा (कोटा-  
राज.) जे-23 ए हवी वाटर प्रोजेक्ट कोलोनी, रावतभाटा।  
—प्रार्थी अधिक

एवं

प्रबन्धक, राजस्थान एटोमिक पावर प्रोजेक्ट, यूनिट 3-4,  
अणुशक्ति बाया कोटा।

—अप्रार्थी नियोजक

उपस्थित

प्रार्थी अधिक की ओर से प्रतिनिधि : श्री जय सिंह एवं  
श्री बलदेव सिंह

अप्रार्थी नियोजक की ओर से प्रतिनिधि : श्री बी.के. जैन  
अधिनिर्णय दिनांक : 16-3-2001

अधिनिर्णय

भारत सरकार, श्रम मंत्रालय, नई दिल्ली द्वारा अपने  
उक्त आदेश दिनांक 4-3-97 के जरिये निम्न निर्देश/विवाद,  
औद्योगिक विवाद अधिनियम, 1947 (जिसे तदुपरान्त  
"अधिनिर्णय, 1947" से सम्बोधित किया जावेगा) की  
धारा 10(1)(घ) के अन्तर्गत हम न्यायाधिकरण को अधि-  
निर्णयार्थ सम्प्रेषित किया गया है —

"Whether the action of the management of Rajasthan Atomic Power Project (N.P.C.I.L.) 3 & 4 in terminating the services of Shri Surendra Kumar Ex-Fireman 19-5-94 is legal and justified? If not to what relief the concerned workman is entitled to?"

2. निर्देश/विवाद न्यायाधिकरण में प्राप्त होने पर पंजी-बद्ध उपरान्त पक्षकारों को सूचना विधिवत रूप से जारी की गयी ।

3. सर्वप्रथम यहाँ यह उल्लेखित किया जाना उचित है कि भारत सरकार, श्रम मंत्रालय, नई दिल्ली से जो निर्देश विवाद-अनुसूची इस न्यायाधिकरण को अधिनिर्णयार्थ प्राप्त हुई है, उसमें प्रार्थी कर्मकार को अप्रार्थी नियोजक द्वारा सेवा से मुक्त किये जाने की तिथि 19-5-94 अंकित की हुई है, जबकि न्यायाधिकरण के समक्ष पक्षकारों द्वारा जो अपने-अपने अध्यावेदन प्रस्तुत किये गये हैं, उन्हें सेवा से मुक्त किये जाने की तिथि 19-5-94 के स्थान पर 19-8-94 अंकित की गयी है । खूब पक्षकारों ने प्रार्थी कर्मकार की सेवा मुक्ति तिथि 19-8-94 ही सही रूप में होना प्रकट किया है, अतः निर्देश/विवाद-अनुसूची में अंकित तिथि 19-5-94 के स्थान पर 19-8-94 ही पढ़ी जायेगी ।

4. प्रार्थी श्रमिक सुरेन्द्र कुमार द्वारा प्रस्तुत स्टेटमेंट ऑफ क्लेम के अनुसार वह राजस्थान परमाणु विद्युत प्रयोजना-3 एवं 4 अणुशक्ति तहसील बेगू जिला चित्तौड़गढ़, जिसे आगे 'परियोजना' से संबोधित किया जावेगा, का श्रमिक है । अप्रार्थी नियोजक द्वारा प्रार्थी सुरेन्द्र कुमार को पत्र प्रदर्श डब्ल्यू. 21 विनांकित 3-6-93 के माध्यम से फायरमेन के स्थायी पद पर नियुक्त किया गया था तथा इस नियुक्ति आदेश की अनुपालना में उसने विनांक 7-6-93 को अपने पद का कार्यभार संभाला था । प्रार्थी का अभिवचन है कि अप्रार्थी नियोजक द्वारा उनके चण-चयन एवं चरित्र आदि का सत्यापन उसके गृह जिले झुनसु से करवाया गया था एवं जांच उपरान्त उसका चाल-चलन उत्तम पाया गया था । इसके उपरान्त भी अप्रार्थी नियोजक ने प्रार्थी को दि. 1-5-94 को देय वार्षिक वेतन वृद्धि नहीं दी और उसे आर्थिक हानि पहुँचायी । अप्रार्थी संस्थान में मॉडल स्टेडिंग ओइस लागू है जिसमें कर्मकार को 3 माह की परिवीक्षा पर नियुक्त किये जाने का प्रावधान है, किन्तु अप्रार्थी नियोजक ने प्रार्थी को मनमाने तरीके से एक वर्ष के परिवीक्षा काल पर नियुक्त किया । यही नहीं, अपने आदेश दिनांकित 24-5-94 द्वारा उसका परिवीक्षा काल 6 माह के लिए और बढ़ा दिया, जो अप्रार्थी द्वारा प्रार्थी का शोषण करने का संकेत देता है । अन्ततः अप्रार्थी नियोजक ने प्रार्थी कर्मकार को बिना कोई कारण बताये दि. 19-8-94 से सेवा मुक्त कर दिया ।

5. प्रार्थी का अभिकथन है कि उसने अप्रार्थी संस्थान में दि. 7-6-93 से 19-8-94 तक 428 दिन स्थायी श्रमिक के रूप में लगातार कार्य दिया है । इस प्रकार उसने एक कलेन्डर वर्ष में 240 दिन से अधिक कार्य दिया है किन्तु अप्रार्थी नियोजक ने अधिनियम, 1947 के प्रावधानों की अवहेलना करने हुए उसे सेवा से पृथक् करते समय ना तो बांछित एक माह का नोटिस दिया, ना ही नोटिस के बदले एक माह का वेतन दिया एवं ना ही उसे छटनी का मुआवजा दिया । अप्रार्थी का यह कार्य पूर्णरूपेण मनभागा एवं विधि विरुद्ध है ।

प्रार्थी का सेवा से निष्काशन-अधिनियम, 1947 की धारा 2 (ओओ) के अन्तर्गत "छटनी" का परिभाषा में आता है । खूब अप्रार्थी द्वारा प्रार्थी को आधारहीन, तथ्यों रहित, गैर कानूनी रूप से बिना कारण बताये सेवा मुक्त करना निहायत ही अन्यायपूर्ण, मनमाना पक्षपातपूर्ण, शोषण मुक्त एवं अनुचित श्रम आचरण का द्योतक है अतः प्रार्थी को पिछले सम्पूर्ण वेतन एवं पारिणामिक प्रलाभों सहित सेवा को निरन्तर एवं बरिष्टता बनाये रखते हुए पुनः स्थापित करने का अधि-निर्णय पारित किया जावे ।

6. अप्रार्थी नियोजक ने अपने जवाब में प्रार्थी सुरेन्द्र कुमार को दिनांक 7-6-93 से 19-8-94 तक को अवधि के दौरान फायरमेन के पद पर कार्य करते हुए रहना स्वीकार किया है, किन्तु यह भी स्पष्ट किया है कि अप्रार्थी द्वारा प्रार्थी की अस्थायी औद्योगिक स्थापना में अस्थायी तौर पर फायरमेन के पद पर नियुक्ति की गयी थी । अप्रार्थी ने यह तो स्वीकार किया है कि प्रार्थी ने उसके नियोजन में दि. 7-6-93 को ड्यूटी जोईन करली थी, किन्तु साथ में, यह भी अभिकथन किया है कि उसने अप्रार्थी संस्थान में पूरी निष्ठा, मेहनत एवं वफादारी से कार्य नहीं किया है । अप्रार्थी नियोजक के अनुसार उनके द्वारा प्रार्थी को नियुक्ति से पूर्व भारत सरकार के अनदेशों के अनुसार चरित्र पूर्ववृत्त सत्यापन हेतु साध्यांकन प्रपत्र भरने के लिए दिया गया था । प्रपत्र में स्पष्ट शब्दों में चेतावनी दी गयी थी कि साध्यांकन फार्म में झूठी सूचना देना था किसी साध्यांकन को शिवात्ता कोरपोरेशन सेवा के लिए अनर्हता समझी जावेगी तथा उसके कारण उम्मीदवार को नोकरी के लिए अयोग्य समझे जाने की संभावना है । इसके उपरान्त भी प्रार्थी ने साध्यांकन प्रपत्र में प्रार्थी के विरुद्ध गिरफ्तारी मुकदमे के सम्बन्ध में मांगी गयी सूचनाओं के सम्बन्ध में गनन बयानों को एवं तथ्यों को छपाया इससे स्पष्ट है कि प्रार्थी की प्रतिपक्षी संस्था के प्रति कोई निष्ठा एवं वफादारी नहीं थी । प्रार्थी ने अप्रार्थी नियोजक से अपनी नियुक्ति से पूर्व स्वयं को गिरफ्तारी एवं दि. 7-6-93 से 19-8-94 की अवधि के मध्य उसके विरुद्ध न्यायालय कोटा में विचारित प्रकरण के तथ्यों को भी छपाया है । यही नहीं, प्रार्थी ने स्टेटमेंट ऑफ क्लेम में भी इन तथ्यों का उल्लेख नहीं किया है कि उसके विरुद्ध भारतीय वण्ड संहिता की धारा 323, 325, 325/34 एफ.सी.टी. (प्रिवेन्स ऑफ एटोस्टीस) अधिनियम की धारा 3(1)(10) एवं 3(1)(15) के अन्तर्गत राज्य सरकार द्वारा मुश्किल चलाया गया था ।

7. जहाँ तक प्रार्थी की वार्षिक वेतन वृद्धि रोकने का प्रश्न है उसका कार्य प्राकरण संतोषजनक नहीं पाया गया था और इसी कारण उसका परिवीक्षाकाल भी 6 माह के लिए और बढ़ाया गया तथा किसी कारण उसकी वार्षिक वेतनवृद्धि रोक दी गयी । नियुक्ति आदेश दिनांकित 5-7-93 के अनुसार प्रार्थी अस्थायी वर्कमेन को श्रेणी में आता है, जबकि प्रार्थी ने स्वयं को स्थायी फायरमेन के पद पर नियुक्ति किये जाने का सिद्धा उल्लेख स्टेटमेंट ऑफ क्लेम के अन्तर्गत किया है

चूँकि प्रार्थी ने साध्याकन प्रपत्र में स्वयं की गिरफ्तारी एवं उसके विरुद्ध मुकदमा चलाने के तथ्य को अंकित नहीं किया था और इस तथ्यों को अप्रार्थी नियोजक में छिपाया था जबकि साध्याकन प्रपत्र में दी गयी चेतावनी के अनुसार उसे ये प्रविष्टियाँ सत्यता के आधार पर अंकित करना चाहिए थी उसने नहीं की तथा बाद में यह ज्ञान होने पर कि प्रार्थी ने तथ्यों को छिपाया है अप्रार्थी संस्थान ने उसे परिवीक्षाकाल के दौरान की सेवा से मुक्त कर दिया जो पूर्णरूपेण विधि सम्मत एवं न्यायोचित है। अतः प्रार्थी का स्टेटमेंट आफ क्लेम खारिज किये जाने योग्य है।

8. प्रार्थी के क्लेम में वर्णित तथ्यों को सम्पुष्टि में स्वयं का अपय-पत्र प्रस्तुत किया है। अप्रार्थी द्वारा केवल श्री कासमोस डेग तन्कालीन प्रबन्धक (का. एवं का. सं.) परियोजना को परीक्षित करवाया गया है।

9. दोनों पक्षों ने अपने-अपने पक्ष के समर्थन में अंकित दस्तावेज भी प्रस्तुत किये हैं।

10. उभयपक्ष ही बहस सत्रण की गयी तथा अभिलेख पर ग्राह्य साध्य एवं मूसंगत दस्तावेज का ध्यानपूर्वक परीक्षा किया गया।

11. हस्तगत मामले में जिस मुख्य औद्योगिक विवाद का न्यायनिर्णयन करना है, वह यह है कि—

(1) क्या अप्रार्थी नियोजक द्वारा प्रार्थी कर्मकार सुरेन्द्र कुमार एक्स-फायरमैन को दिनांक 19-8-94 से सेवा से पृथक करना विधिसम्मत एवं उचित है ?

(2) यदि नहीं तो कर्मकार क्या अनुलोप प्राप्त करने का अधिकारी है ?

12. इसके सम्बन्ध से प्रार्थी के विद्वान प्रतिनिधि श्री जयसिंह ने मेरे समक्ष दलील यह पेश की है कि प्रार्थी सुरेन्द्र कुमार का मामला अधिनियम 1947 की धारा 2(ओओ) के अन्तर्गत "छटनी" की परिभाषा में आता है। श्री जयसिंह का तर्क है कि प्रार्थी में अप्रार्थी संस्थान में 7/6/93 से 19/8/94 के मध्य 428 दिन स्थायी श्रमिक के रूप में निरन्तर कार्य किया है और उसे सेवा से पृथक करते समय कोई नोटिस, वेतन पूर्व छटनी की अतिपूर्ति संदाय नहीं की गयी है, अतः यह अधिनियम 1947 की धारा 25-एफ का स्पष्ट उत्सर्जन है। इसके विपरीत अप्रार्थी नियोजक के विद्वान प्रतिनिधि श्री बी.के. जैन का तर्क है कि प्रार्थी का मामला किसी भी सूरत में "छटनी" की परिभाषा में नहीं आता, अपितु अप्रार्थी संस्थान द्वारा प्रार्थी को सर्वप्रथम प्रदर्श डबल्यू 21 के माध्यम से एक वर्ष के परिवीक्षाकाल पर नियुक्त किया गया था। इस आदेश में यह भी स्पष्ट कर दिया गया था कि परिवीक्षाकाल को यह अवधि निगम द्वारा आवश्यकता पड़ने पर बढ़ायी जा सकती है। इसके अतिरिक्त यह भी स्पष्ट कर दिया गया था कि परिवीक्षाकाल के दौरान उसकी सेवा में बिना किसी नोटिस के एवं बिना कोई कारण बताये समाप्त की जा सकती है। इसके उपरान्त अप्रार्थी नियोजक ने प्रार्थी

की परिवीक्षाकाल की अवधि दि. 24/5/94 के आदेश द्वारा दि. 7/6/94 से 6/12/94 तक 6 माह के लिए और बढ़ायी इस अवधि के दौरान यह ज्ञात होने पर कि प्रार्थी सुरेन्द्र कुमार ने साध्याकन प्रपत्र में कुछ महत्वपूर्ण तथ्यों को छिपाया है, उसकी सेवायें दिनांक 19/8/94 को समाप्त कर दी। चूँकि प्रार्थी को एक भारतीहीन परिवीक्षाकाल पर फायरमैन के पद पर अस्थायी रूप से नियुक्त दी गयी थी, अतः उसका मामला किसी भी दृष्टि से अधिनियम, 1947 की धारा 2(ओओ) के अन्तर्गत "छटनी" की परिभाषा में नहीं आता, अपितु उसका यह मामला अधिनियम, 1947 की धारा 2(ओओ) की परिधि में आता है। मैंने अप्रार्थी संस्थान द्वारा जारी किये गये दोनों पक्षों का ध्यानपूर्वक अवलोकन किया है। नियुक्ति पत्र दिनांक 3/6/93 प्रदर्श डबल्यू 21 है जिसके पैरा (ए) में रूप से स्पष्ट व्यक्त किया गया है कि उसे एक वर्ष के परिवीक्षाकाल पर नियुक्त किया जाता है और यह परिवीक्षाकाल को अवधि बढ़ायी भी जा सकती है। इनमें यह भी अंकित है कि उसकी सेवा ये परिवीक्षाकाल के दौरान बिना नोटिस एवं बिना कोई कारण बताये समाप्त की जा सकती है। इसके अग्रे यह भी अंकित किया गया है कि परिवीक्षाकाल सफलतापूर्वक पूर्ण करने के उपरान्त उसकी सेवायें एक माह के नोटिस अवधि एक माह के वेतन के भुगतान के आधार पर बिना कोई कारण बताये भी समाप्त की जा सकती है। श्री बी.के. जैन के अनुसार यह पत्र दिनांकित 3/6/93 प्रदर्श डबल्यू 21 अप्रार्थी नियोजक द्वारा प्रार्थी कर्मकार को नियुक्त का एक प्रस्ताव है। इसके उपरान्त अप्रार्थी नियोजक द्वारा दि. 5/7/93 को कार्यान्वयन आदेश जारी किया गया जो वस्तुतः प्रार्थी के नियुक्ति आदेश है। इस आदेश के द्वारा प्रार्थी की नियुक्ति परिवीक्षाकाल की अस्थायी औद्योगिक स्थापना में शुद्ध रूप से अस्थायी तौर पर फायरमैन के रूप में की गयी थी। इस नियुक्ति आदेश द्वारा प्रार्थी सुरेन्द्र कुमार सहित 10 व्यक्तियों को नियुक्त किया गया था। श्री सुरेन्द्र कुमार का नाम इस नियुक्ति आदेश के क्रम संख्या 8 पर अंकित है। इन सभी 10 व्यक्तियों को एक वर्ष के परिवीक्षाकाल पर रखा गया था। प्रार्थी की सेवाओं को दृष्टि में रखते हुए दिनांक 24/5/94 के आदेश द्वारा अप्रार्थी ने प्रार्थी का परिवीक्षाकाल दि. 7/6/94 से 6/12/94 तक 6 माह के लिए और बढ़ाया इस प्रकार निर्विवाद रूप से अप्रार्थी नियोजक द्वारा प्रार्थी सुरेन्द्र कुमार को अस्थायी तौर पर फायरमैन के पद पर एक वर्ष के परिवीक्षाकाल पर नियुक्त किया गया था तथा 6 माह के लिए और उसकी परिवीक्षाकाल की अवधि बढ़ायी गयी थी। प्रार्थी ने ऐसा कोई आदेश हमारे समक्ष प्रस्तुत नहीं किया है जिसके आधार पर यह कहा जा सके कि अप्रार्थी द्वारा उसे स्थायी रूप से फायरमैन के रूप में नियुक्ति दी गयी थी। प्रार्थी के विद्वान प्रतिनिधि श्री जयसिंह ने इस सम्बन्ध में अनेकों न्यायदृष्टांत पेश किये हैं और यह तर्क प्रस्तुत किया है कि प्रार्थी का मामला "छटनी" की परिभाषा में आता है, क्योंकि वह अप्रार्थी संस्थान में स्थायी रूप से नियुक्ति था। जबकि अभिलेख पर ग्राह्य साध्य मूसंगत दस्तावेज

के अवलोकन से प्रार्थी की नियुक्ति शुद्ध रूप से अस्थायी औद्योगिक स्थापना में अस्थायी तौर पर फायरमैन के पद पर होना पायी जाती है। श्री जयसिंह ने न्यायदृष्टांत "1996(I) एल.एल.जे. 1173, 1996(I) एल.एल.के (एस. सी.) 888-स्टेट आफ राज. एवं अन्य बनाम रामेश्वरलाल गहलोत 1998 (I) एल.एल.जे. (राज.) 523 एम डी. श्री गंगानगर सहकारी स्पिनिंग मिल्स लि. बनाम लेबर बोर्ड बीकानेर एवं अन्य, 1995(II) एल.एल.जे. 126—सैयद आज़म हुसैन बनाम आन्धा बैंक लिमि." उद्धृत किये हैं। चूंकि प्रार्थी का मामला अधिनियम, 1947 की धारा 2(ओओ) (बीबी) की परिधि में आता है, अतः श्री जयसिंह द्वारा उद्धृत उक्त न्यायदृष्टांत हस्तगत मामले के तथ्यों पर चर्चा होना नहीं पाये जाते, क्योंकि प्रार्थी को अस्थायी रूप से फायरमैन के पद पर नियत अवधि अर्थात् एक वर्ष के परिवीक्षाकाल के लिए नियुक्त किया गया था। धारा 25-एफ के आज्ञापक प्रावधान उस स्थिति में लागू नहीं होते जबकि कर्मकार की नियुक्ति धारा 2(ओओ) (बीबी) के अन्तर्गत की जाती है। इस प्रकार मैं विद्वान प्रतिनिधि श्री जयसिंह के इस तर्क में कोई सार नहीं पाता कि प्रार्थी का मामला "छटनी" की परिभाषा में आता है।

13. प्रार्थी के विद्वान प्रतिनिधि श्री जयसिंह का दूसरा तर्क यह है कि यदि प्रार्थी कर्मकार की सेवायें परिवीक्षाकाल के दौरान भी समाप्त की जाती हैं तो भी अप्रार्थी नियोजक के लिए कर्मकार की सेवायें समाप्त करने से पूर्व उसे नोटिस दिया जाना, सेवा से पृथक् करने के कारण बताना आवश्यक ही नहीं आज्ञापक भी है। अप्रार्थी नियोजक ने प्रार्थी के साथ भेदभावपूर्ण रवैया अपनाया है, अतः इस आधार पर भी प्रार्थी सेवा में पुनर्स्थापित किये जाने योग्य है। श्री जयसिंह ने इस तर्क के समर्थन से भी अनेकों न्यायदृष्टांत उद्धृत किये हैं। मैंने उपर्युक्त विवेचन के दौरान यह माना है कि प्रार्थी का मामला "छटनी" की परिधि में नहीं आता और उसका यह मामला धारा 2(ओओ) (बीबी) की श्रेणी में आता है। यदि कर्मकार को किसी नियत अवधि के लिए नियुक्त किया जाता है तो मेरी दृढ़ सम्मति में यह नियोजक के क्षेत्राधिकार के अन्तर्गत है कि वह परिवीक्षाकाल के दौरान कर्मकार के कार्य का विवेचन करे और यह सुनिश्चित करे कि उसका कार्य परिवीक्षाकाल के दौरान संतोषजनक पाया गया है अथवा नहीं। न्यायदृष्टांत "आर. एन. डब्ल्यू. 2000 (2) राजस्थान के पृष्ठ 933 पर प्रकाशित आर.एस. आर.टी.सी. बनाम जगदीश राम एवं अन्य" के मामले में माननीय राजस्थान उच्च न्यायालय ने यह अभिनिर्णित किया है कि यदि कर्मकार की सेवायें संतोषजनक नहीं पायी जाती हैं और यह प्रकट होता है कि उसने नियोजक का विश्वास खोया है तो नियोजक द्वारा कर्मकार की सेवायें परिवीक्षाकाल के दौरान समाप्त की जा सकती हैं। ऐसी स्थिति में कर्मकार का मामला अधिनियम, 1947 के प्रावधानान्तर्गत "छटनी" की श्रेणी में नहीं आता है और ऐसे मामले में कर्मकार को ना तो कारण बताने की आवश्यकता है और ना ही जांच किया जाना अपेक्षित है। माननीय उच्चतम न्यायालय ने भी न्यायदृष्टांत "1998 एस.सी.सी. (एल 1364 GI) 2001—8.

एण्ड एस) 235 पर प्रकाशित एसकोर्टस लिमिटेड बनाम प्रीमाइडिंग ऑफिसर एवं अन्य" के मामले में यह अभिनिर्णित किया है कि यदि नियोजक द्वारा कर्मकार को अस्थायी तौर पर एक निश्चित अवधि के लिए नियुक्त किया गया है तो सेवा-शर्तों के अनुसार नियोजक बिना कोई कारण बताये किसी भी प्रक्रम पर कर्मकार की सेवायें समाप्त करने के लिए स्वतंत्र है और ऐसी स्थिति में कर्मकार का मामला "छटनी" की परिभाषा में नहीं आता और ना ही ऐसे मामले में अधिनियम, 1947 की धारा 25-एफ एवं 25-जी के आज्ञापक प्रावधान आकर्षित होते हैं।

14. "एस.बी. सिविल रिट पिटिशन नं. 3544/94—सुनील कुमार बनाम यू.ओ.आई. एवं अन्य" के मामले में माननीय राजस्थान उच्च न्यायालय ने यह सम्प्रेक्षण किया है कि यदि नियोजक ने अपनी सक्षमता एवं शक्तियों के अधीन परिवीक्षाकाल के दौरान कर्मकार की सेवायें समाप्त की हैं तो नियोजक के सेवा समाप्ति के ऐसे आदेश में कोई दोष नहीं है। इस मामले में भी कर्मकार को एक वर्ष के परिवीक्षाकाल पर नियुक्त किया गया था और उसकी सेवायें बिना कोई कारण बताये परिवीक्षाकाल के दौरान ही समाप्त कर दी गयी थी।

15. "(1997) 8 एस.सी.सी. के पृष्ठ 461 पर प्रकाशित एल.आई.सी. एवं अन्य बनाम रागवेंद्र शेषागिरि राय कुलकर्णी" के मामले में भी माननीय उच्चतम न्यायालय की खण्डपीठ ने यह अभिनिर्णित किया है कि नियोजक द्वारा कर्मकार की सेवायें परिवीक्षाकाल के दौरान समाप्त किया जाना पूर्णरूपेण उचित है। माननीय उच्चतम न्यायालय ने इस मामले में परिवीक्षार्थी एवं स्थायी कर्मकार की सेवाओं की प्रकृति में अन्तर को स्पष्ट किया है तथा यह सम्प्रेक्षण किया है कि परिवीक्षाकाल के दौरान कर्मकार की सेवाओं को समाप्त करना "छटनी" की परिभाषा में नहीं आता और ऐसी स्थिति में अधिनियम, 1947 की धारा 25-एफ के प्रावधान आकर्षित नहीं होते।

16. माननीय उच्चतम न्यायालय ने एक नहीं, अपितु अनेकों मामलों में बारम्बार यह सम्प्रेक्षण किया है कि अप्रार्थी नियोजक को प्रार्थी कर्मकार की सेवाओं को परिवीक्षाकाल के दौरान समाप्त किये जाने की पूर्ण शक्ति प्राप्त है, यदि नियुक्ति-पत्र में ऐसी सेवा-शर्तों अंकित की गयी हैं तो।

17. उल्लेखनीय है कि हस्तगत मामले में अप्रार्थी नियोजक द्वारा प्रार्थी की सेवायें, उनके द्वारा साक्ष्यांकन प्रपत्र भरने के समय वांछित तथ्यों को छिपाने के आधार पर समाप्त की गयी है। इस सम्बन्ध में साक्ष्यांकन प्रपत्र के प्रारम्भ में प्रार्थी को जो चेतावनी दी गयी है, हस्तगत मामले के निर्णय हेतु उनका यहां उल्लेख किया जाना अति आवश्यक है। ये चेतावनी निम्न है—

"साक्ष्यांकन फार्म में झूठी सूचना देना या किसी तथ्य को छिपाना अनर्हता समझी जाएगी, तथा उसके

कारण उम्मीदवार को विगम नौकरी के लिए अयोग्य समझे जाने की सम्भावना है।

2. इस फार्म को भरने और भेजने के बाव यदि उम्मीदवार को नजरबंद, गिरफ्तार, अभियोजित, प्रतिबन्धित जुर्माना, दंडित, विवर्जित, दोषमुक्त आदि किया जाता है, तो इसकी सूचना फौरन उम अधिकारी को यथास्थिति भेजी जानी चाहिए, जिसको पहले साक्ष्यांकन फार्म भेजा गया है। ऐसा न करने पर यह समझा जाएगा की वास्तविक सूचना छिपाई गई है।

3. यदि किसी व्यक्ति के सेवाकाल में यह पता चलता है कि साक्ष्यांकन फार्म में झूठी सूचना दी गई है या किसी तथ्य को छिपाया गया है तो उसकी सेवाएं समाप्त की जा सकेंगी।”

18. मैंने प्रार्थी के साक्ष्यांकन फार्म एवं इसमें दी गयी चेतावनियों का ध्यानपूर्वक अवलोकन किया है। साक्ष्यांकन फार्म की प्रविष्टियों को भरने के पूर्व प्रार्थी द्वारा इसके मुख्य पृष्ठ पर प्रारंभ में दी चेतावनी को पढ़ा जाना उससे अपेक्षित था। चेतावनी के प्रारंभ में ही यह अंकित किया गया है कि साक्ष्यांकन फार्म में झूठी सूचना देना या किसी तथ्य को छिपाना अनर्हता समझा जाएगा तथा उसके कारण उम्मीदवार को विगम नौकरी के लिए अयोग्य समझे जाने की संभावना है। चेतावनी संख्या 3 के अनुसार यदि किसी व्यक्ति के सेवाकाल में यह पता चलता है कि साक्ष्यांकन फार्म में झूठी सूचना दी गयी है या तथ्यों को छिपाया गया है तो उसकी सेवाएं समाप्त की जा सकेंगी। साक्ष्यांकन फार्म के पृष्ठ 4 पर प्रार्थी से यह अपेक्षित किया गया था कि वह इनकी प्रविष्टियां सही भरे और तथ्यों को नहीं छिपाये। प्रार्थी ने निम्न सूचना मांगी गयी थी :—

“(क) क्या आप कभी गिरफ्तार किये गये ?

(ख) क्या आप पर कभी मुकदमा चला है ?

(ग) क्या आप कभी नजरबंद रखे गए ?

(घ) क्या आप कभी बंदी बनाये गये ?

(ङ) क्या आप पर कभी विधि न्यायालय द्वारा जुर्माना किया गया ?

(च) क्या आप कभी किसी अपराध के लिए विधि न्यायालय द्वारा दोषी ठहराये गये हैं, आदि-आदि ?”

19. प्रार्थी ने इस साक्ष्यांकन फार्म में इन सभी प्रश्नों का उत्तर “नहीं” के रूप में दिया है। अर्थात् उसे ना तो कभी गिरफ्तार किया गया, ना कभी उस पर मुकदमा चलाया गया, ना उसे कभी नजरबंद रखा गया, ना कभी बंदी बनाया गया, आदि।

20. अप्रार्थी पक्ष की ओर से स्टेटमेंट ग्राफ क्लेम के जवाब में यह अभिकथन किया गया है कि प्रार्थी ने साक्ष्यांकन फार्म भरते समय झूठी सूचना दी है एवं तथ्यों को छिपाया है। उसके विरुद्ध एस. सी./एस.टी. (प्रिवेन्शन ऑफ एट्रो-

सिटीज) न्यायालय में मुकदमा चला है, हम मुकदमे में उसे गिरफ्तार किया गया है, वह न्यायिक अभिरक्षा में रहा है और उसे जमानत पर बांध दिया गया है, किन्तु उसने इन तथ्यों का साक्ष्यांकन प्रपत्र में उल्लेख नहीं किया है, जबकि उससे वह अपेक्षित था कि वह इन सभी प्रश्नों के माध्यम से मांगी गयी सही सूचनाएं अप्रार्थी नियोजक को प्रस्तुत करे। अप्रार्थी के साक्षी कासमोस डेग ने जवाब में वर्णित तथ्यों की सम्पुष्टि में शपथ पूर्वक बयान दिया है कि प्रार्थी ने साक्ष्यांकन प्रपत्र में दी गयी चेतावनी के बावजूद अपने विरुद्ध गिरफ्तारी, मुकदमे आदि के बारे में मांगी गयी सूचना के संबंध में गलत बयानी की एवं तथ्यों को जानबूझकर छिपाया। प्रार्थी के विरुद्ध उसके कोटा प्रवास के दौरान राज्य सरकार द्वारा एस.सी./एस.टी. (प्रिवेन्शन ऑफ एट्रोसिटीज) अधिनियम एवं भारतीय वण्ड संहिता की विभिन्न धाराओं के अन्तर्गत मुकदमे चलाये गये थे जिसकी कोई पूर्व सूचना अप्रार्थी संस्थान को नहीं दी गयी थी एवं उपर्युक्त मुकदमे के तथ्यों को प्रार्थी, अप्रार्थी संस्थान से छिपाता रहा। श्री कासमोस डेग ने यह भी कथन किया है कि प्रार्थी इस मुकदमे की सुनवाई को तारीख पर बीमारी एवं अन्य कारणों के आधार पर छुट्टियां लेकर प्राता रहा है और मानले की सुनवाई के दौरान विशेष न्यायालय, कोटा में उपस्थित होता रहा है। प्रार्थी ने न केवल इन तथ्यों को साक्ष्यांकन प्रपत्र में अंकित नहीं किया है, अपितु इन तथ्यों को छिपाया है। यही नहीं प्रार्थी ने स्टेटमेंट ग्राफ क्लेम में भी इन तथ्यों का कोई उल्लेख नहीं किया है जो उसके चरित्र को संविगधता प्रदर्शित करता है। अप्रार्थी ने इन तथ्यों की सम्पुष्टि में प्रार्थी सुरेन्द्र कुमार को दिनांक 25-1-93 को गिरफ्तार किये जाने एवं सक्षम न्यायालय द्वारा दिनांक 8-2-93 तक न्यायिक अभिरक्षा में रखे जाने के रिमाण्ड-आदेश की प्रमाणित रतिलिपि प्रस्तुत की है। रिमाण्ड-आदेश से स्पष्ट है कि प्रार्थी सुरेन्द्र कुमार उर्फ रामा उर्फ रमाकान्त उर्फ देश राम पुत्र श्री राम कुमार जाति जाट निवासी मुमुतु हाल खेखसी फाटक, कोटा को मुकदमा संख्या 272/93 अपराध अन्तर्गत धारा 341, 325, 223, 504 भारतीय वण्ड संहिता एवं धारा 3 एस.सी./एस.टी. अधिनियम, पुलिस थाना भीमगंजमंडी द्वारा दिनांक 25-1-93 को गिरफ्तार किया गया था और उसे 8-2-93 तक के लिए न्यायिक अभिरक्षा में प्रतिप्रेषित किया गया था। प्रार्थी सुरेन्द्र कुमार ने दि. 25-1-93 को विशेष न्यायिक मजिस्ट्रेट के समक्ष जमानत का प्रार्थना पत्र प्रस्तुत किया जिसकी सत्यप्रतिलिपि अभिलेख पर ग्राह्य है। अप्रार्थी ने प्रार्थी सुरेन्द्र कुमार के विरुद्ध चालान पेश करने की आर्डर शीट दिनांकित 11-3-93 में उसके विरुद्ध न्यायालय में प्रस्तुत किये गये आरोप-पत्र, 11-3-93 से 8-8-94 तक की आदेशिकाएं, चालान की प्रति, विशेष न्यायालय एस.पी./एस.टी. (पी.ए.) कोटा द्वारा मामले में दि. 18-8-94 को पारित किये गये निर्णय की सत्यप्रतिलिपि आदि सुसंगत दस्तावेज प्रस्तुत किये हैं, जिनसे स्पष्ट है कि प्रार्थी उपर्युक्त मामले में गिरफ्तार हुआ था उसके विरुद्ध पुलिस थाना भीमगंजमंडी कोटा के भारसाधक पदाधिकारी द्वारा विशेष न्यायालय कोटा में आरोप-पत्र प्रस्तुत किया गया था, प्रार्थी ने मामले के विचारण का सामना दिया था और विचारणोपरान्त उसे दिनांक 18-8-94 को आरोपित अपराध से दोष मुक्त किया

गया था। अप्राप्ति नियोजक ने इस दौरान बीमारी एवं अन्य कारणों के आधार पर अवकाश भी प्राप्त किये हैं, किन्तु वस्तुतः वह इन दिनों अपने आपराधिक प्रकरण में उपस्थिति दर्ज करवाने हेतु विचारण का सामना करने के लिए उपस्थित होता रहा। प्राप्ति सुरेन्द्र कुमार ने ना केवल साक्ष्योक्त प्रपत्र में ही मिथ्या सूचना अंकित की है और सच्चाई को छिपाया है, अपितु उसने एक सच्चाई को छिपाने के लिए दि. 19-8-94 तक बार-बार झूठ बोला है, अप्राप्ति प्रबंधन के समक्ष मिथ्या आधारों पर अवकाश प्राप्त किये हैं और इस अवकाश का बीमारी के उपचारार्थ नहीं, अपितु न्यायालय में उपस्थित होकर विचारण का सामना करने के लिए प्रयोग किया है।

इस संबंध में प्राप्ति के विद्वान प्रतिनिधि श्री जय सिंह ने यह बख्शील पेश की है कि साक्ष्योक्त प्रपत्र में इन सूचनाओं को प्राप्ति द्वारा भरा जाना वांछित नहीं था। मेरी दृष्टि में, प्राप्ति के विद्वान प्रतिनिधि श्री जयसिंह का यह तर्क प्रथमदृष्टया ही निरस्त किये जाने योग्य है। निर्विवाद रूप से प्राप्ति द्वारा साक्ष्योक्त प्रपत्र में भरी गयी सूचनाएं दिया जाना वांछित था। प्राप्ति ने ना केवल मिथ्या सूचनाएं अप्राप्ति नियोजक को दी हैं, अपितु अप्राप्ति नियोजन से सच्चाई को साहसपूर्वक छिपाया है। प्राप्ति के विद्वान प्रतिनिधि श्री जयसिंह ने मेरे समक्ष गाड़ी भरे हुए न्यायदृष्टांत उद्धृत किये हैं एवं अनेकों बार लिखित बहस प्रस्तुत की है। मैं श्री जयसिंह द्वारा उद्धृत किये गये न्यायदृष्टांतों का यहां विवेचन करना आवश्यक नहीं समझता क्योंकि वे मामले के तथ्यों पर कतई भ्रम नहीं फैला सकते। इसके विपरीत अप्राप्ति के विद्वान प्रतिनिधि श्री बी. के. जैन ने एक अत्यन्त ही ताजा माननीय राजस्थान उच्च न्यायालय की पूर्ण पीठ द्वारा पारित निर्णय प्रस्तुत किया है जिसका मैंने ध्यानपूर्वक अवलोकन किया है।

22. उल्लेखनीय है कि “डी. बी. सिविल स्पेशल अपील (रिट) संख्या 893/98; 948/98; 956/98; 895/98 एवं 1025/98” में माननीय खंडपीठ ने कुछ महत्वपूर्ण विधिक बिन्दुओं का विनिश्चयन करने के लिए उन्हे पूर्णपीठ के समक्ष प्रस्तुत करने के लिए रेफर किया था। माननीय राजस्थान उच्च न्यायालय की पूर्ण पीठ ने इन सभी अपीलों को एक ही आदेश दिनांकित 10 मार्च, 2000 के द्वारा निरस्तारित किया है।

23. इन मामलों में तीन महत्वपूर्ण बिन्दु विनिश्चयन हेतु विरचित किये गये हैं :—

- (i) Whether the fact that a candidate was prosecuted or subjected to investigation on a criminal charge is a material fact, suppression of which would entitle an employer to deny employment to a candidate on that ground?
- (ii) Whether the ultimate acquittal of a candidate who was prosecuted on a criminal charge would condone or wash out the consequences of suppression of the fact that he was prosecuted?
- (iii) Whether the suppression of the material fact would not by itself disentitle a candidate from being appointed in service?

24. इन मामलों में माननीय राजस्थान उच्च न्यायालय के मुख्य न्यायाधीश श्री शिवराज बी. पाटिल जी एवं न्यायाधीश श्री भगवती प्रसाद जी द्वारा एक निर्णय पारित किया गया है तथा न्यायमूर्ति श्री अमरेश कुमार सिंह जी द्वारा 123 पृष्ठों का अलग से निर्णय पारित किया गया है। तथापि इन दोनों ही निर्णयों के निष्कर्ष समान हैं।

25. माननीय राजस्थान उच्च न्यायालय की पूर्णपीठ ने उपर्युक्त निर्णय में माननीय उच्चतम न्यायालय एवं माननीय अन्य उच्च न्यायालयों द्वारा पारित किये गये अनेकों निर्णयों—“भागीरथ बनाम स्टेट आफ राज. एवं अन्य (डी. बी. सिविल स्प. अपील सं. 357/98), बृजेन्द्र सिंह मीणा बनाम स्टेट ऑफ राज. एवं अन्य (1998) (2) डब्ल्यू एलसी (राज.) (456), कलक्टर आफ कस्टम्स बनाम टिन प्लेट कं. ऑफ इंडिया लिमि. [1997 (10) एससीसी] 538, हनुमाना राम बनाम स्टेट ऑफ राज. एवं अन्य (एस. बी. सिविल रिट पिटि. नं. 893/99), एस. पी. छगलवरया नायडू बनाम जगन्नाथन एवं अन्य [1994 (1) एससीसी 1]; लजरस एस्टेट लिमि. बनाम बिसाले (1956 ऑल इ. भार. 341), यू. पी. जूनिथर डोकटर्स एक्शन कमेंटी बनाम बी. सीतल नन्दवाणी (ए. आई. भार. 1991 एससी 909); कृष्णा यादव बनाम स्टेट ऑफ हरियाणा (ए. आई. भार. 1994 एस जी 2166), लज्जुराम बनाम इन्दर लाल (1968 आई एल भार. 1168); पवन कुमार बनाम स्टेट ऑफ हरियाणा (ए. आई. भार. 1996 एससी 3300); इलाहाबाद बैंक एवं अन्य बनाम बीपक कुमार भोला [1997 (4) एससीसीसी 1], गिरिवारी सिंह बनाम इन्स्पेक्टर जनरल आफ पुलिस एवं अन्य (एस. बी. सिविल रिट पिटि. नं. 1493/98) एवं दिव्सी एडमिनिस्ट्रेशन बनाम सुशील कुमार [1996 (11) एससीसी 605] का उल्लेख करते हुए उपर्युक्त प्रस्तावित तीनों प्रश्नों का विवेचनोपरान्त निम्न प्रकार विनिश्चयन किया है :—

- “1. That a candidate was prosecuted or subjected to investigation on a criminal charge is a material fact, suppression of which, would entitle an employer to deny employment to a candidate on that ground.”
2. That ultimate acquittal of a candidate, who was prosecuted on a criminal charge, would not condone or wash out the consequences of suppression of the fact that he was prosecuted.
3. That suppression of material fact would by itself disentitle a candidate from being appointed in service.”

26. माननीय राजस्थान उच्च न्यायालय की माननीय पूर्णपीठ द्वारा प्रतिपादित उपर्युक्त सिद्धांतों की रोशनी में यदि हम हस्तगत मामले के तथ्यों का विवेचन करें तो पाते हैं कि हस्तगत मामले में श्री प्राप्ति सुरेन्द्र कुमार ने साक्ष्योक्त प्रपत्र भरते समय मिथ्या सूचनाएँ दी हैं एवं सम्बन्धी तथ्यों को छिपाया है। यही नहीं, प्राप्ति ने स्टेटमेंट आफ क्लेम में भी इन तथ्यों का किसी भी स्थान पर लेशमात्र भी उल्लेख नहीं किया है। स्टेटमेंट आफ

क्लेम के अनुसार तो प्रार्थी हमारे समक्ष यह कैसे लेकर आया है कि अप्रार्थी नियोजक ने उसे फायरमैन के स्थायी पद पर नियुक्त किया था और बिना कोई कारण बताये उसे 19/8/94 से सेवा मुक्त कर दिया है। प्रार्थी ने अपने इस मामले को अधिनियम, 1947 की धारा 25-एफ की परिधि में लाकर यह स्थापित करने का प्रयास किया है कि अप्रार्थी ने उसके साथ भेदभावपूर्ण व्यवहार किया है, उसका शोषण किया है, अनुचित श्रम आचरण किया है और उसे अकारण सेवा से पृथक् कर दिया है। जबकि उसके विद्वान प्रतिनिधि श्री जयसिंह ने मेरे समक्ष जो बहस की है, वह पूर्णरूपेण प्रार्थी द्वारा साक्ष्यांकन प्रपत्र में सही सूचनाएँ नहीं भरने एवं तथ्यों को छिपाने के बिन्दुओं पर केन्द्रित रही है। प्रार्थी के विद्वान प्रतिनिधि श्री जयसिंह ने मेरे समक्ष जो बहस की है, उसका प्लीडिंग्स में कोई उल्लेख नहीं है और जो प्लीडिंग्स पेश की गयी है, बहस के बिन्दुओं से कोसों दूर है। अर्थात् प्लीडिंग्स एवं साक्ष्य में पर्याप्त भिन्नता है।

27. अप्रार्थी के विद्वान प्रतिनिधि द्वारा प्रार्थी सुरेंद्र कुमार से विस्तृत प्रतिपरीक्षा की गयी है। प्रार्थी सुरेंद्र कुमार ने प्रतिपरीक्षा में यह बयान किया है कि “मेरे विरुद्ध कोई एफ.आई.आर. कोटा में दर्ज नहीं हुई थी और मुझे किसी मामले में गिरफ्तार भी नहीं किया था न ही ST/SC Court Kota में कभी कोई मुकदमा चला। फर्द गिरफ्तारी प्रवर्ग एम-2 पर ए टू बी वस्तुतः हिन्दी में मेरे नहीं है।”

28. जब प्रार्थी से वारंट में दिये गये नाम-पत्तो के सम्बन्ध में प्रश्न पूछे गये तो उसने बयान किया कि “यह सही है कि गिरफ्तारी वारंट में मेरे व मेरे पिता का नाम है परन्तु उपनाम मेरा नहीं है। मेरा गांव पातोथी जिला झुनझुन में है।” उल्लेखनीय है कि फर्द गिरफ्तारी में अभियुक्त सुरेंद्र कुमार के पहचान का चिन्ह अंकित किया हुआ है। जब साक्ष्य के दौरान फर्द गिरफ्तारी में अंकित पहचान के चिन्ह के अनुसार प्रार्थी सुरेंद्र कुमार के शरीर पर उस चिन्ह को देखा गया तो पाया गया कि वह पहचान का चिन्ह प्रार्थी सुरेंद्र कुमार के शरीर पर उपलब्ध है और न्यायालय ने बयान में निम्न नाट दर्ज किया है —

“गवाह की बायीं कोहनी पर चोट का निशान है जो फर्द गिरफ्तारी प्रवर्ग एम-2 में भी अंकित है।”

29. इस आपराधिक प्रकरण में प्रार्थी सुरेंद्र कुमार न्यायालय में उपस्थित हुआ है और उसने जमानत का आवेदन-पत्र प्रस्तुत किया है। जब इस सम्बन्ध में माफी से प्रश्न पूछा गया तो साक्षी ने यह स्वीकार किया है कि “प्रवर्ग एम 3 प्रार्थना-पत्र जमानत वाबत तस्दीक पर A to B मेरे वस्तुतः हैं। मुचलके प्रवर्ग एम 4 पर भी A to B वस्तुतः मेरे हैं। अब खुद कहा कि मेरे को एक बार थाने पर पुलिस वाले ले गये थे जो रामा के

नाम से ले गये थे और मेरे वस्तुतः कराये थे।” किन्तु आगे यह साक्षी पुनः यह बयान करता है कि “मैं पेथी पर अदालत में जरूर जाता था। यह सही है कि मुझे सन् 8-2-93 को जेल में भेजा गया था जहाँ दो दिन तक रहा था। मेरे को किसी मुकदमे में सजा नहीं हुई थी। यह सही है कि मैं जब जेल में बंद रहा वो धोषणा पत्र प्रवर्ग एम 1 देने से पूर्व रहा था।” प्रतिपरीक्षा में साक्षी द्वारा दिये गये उपर्युक्त बयानों से यह स्पष्ट है कि प्रार्थी सुरेंद्र कुमार ने हमारे समक्ष भी न्यायालय में सच्चाई को छिपाने एवं झूठ बोलने का भरसक प्रयास किया है, किन्तु वह अन्ततः सत्यता को छिपाने में पूर्णरूपेण असफल रहा है। प्रारम्भ में उसने यह तो अवश्य बयान किया है कि ना तो कभी वह किसी मामले में गिरफ्तार हुआ और ना ही उसके विरुद्ध कोई एफ.आई.आर. दर्ज हुई। किन्तु बाद में उसने यह भी स्वीकार कर लिया कि उसने जमानत आवेदन पत्र भी न्यायालय को प्रस्तुत किया था, उसने जमानत भी पेश की थी, वह जेल में भी बन्द रहा था और वह जेल में भी धोषणा पत्र भरने के पूर्व रहा था।

30. निर्विवाद रूप से प्रार्थी सुरेंद्र कुमार ने ना केवल साक्ष्यांकन फार्म भरते समय झूठी सूचनाएँ दी हैं और सारवान तथ्यों को छिपाया है, अपितु न्यायालय के समक्ष भी यह स्वच्छ हाथों से नहीं आया है। उसने स्टेटमेंट आफ क्लेम में भी जिस आधार पर परीक्षाकाल के दौरान अप्रार्थी नियोजक द्वारा उसे सेवा मुक्त किया गया है, का भी कोई उल्लेख नहीं किया है और सच्चाई को छिपाया है। कहानी यही समाप्त नहीं होती। उसने न्यायालय के समक्ष शपथ पर किये गये बयानों के दौरान भी सच्चाई को छिपाने का प्रयास किया है, किन्तु वह अपने इस प्रयास में पूर्णरूपेण असफल रहा है। प्रार्थी सुरेंद्र कुमार का चरित्र निश्चितया संवेहास्पद है। वह सच्चाई को छिपाने एवं झूठ बोलने का आदी है। प्रारम्भ से अन्त तक उसका आचरण संदिग्ध रहा है और उसके पृष्ठ को दृष्टि में रखते हुये ही कि उसने महत्वपूर्ण तथ्यों को छिपाया है और झूठी सूचनाएँ प्रस्तुत की हैं, अप्रार्थी नियोजक ने अपने पत्र दिनांक 19/8/94 द्वारा उसे तुरन्त प्रभाव से सेवा मुक्त किया है।

31. प्रार्थी के विद्वान प्रतिनिधि श्री जयसिंह ने मेरे समक्ष उपर्युक्त न्यायदृष्टांतों के अतिरिक्त माननीय राज उच्च न्यायालय द्वारा निर्णित “राजस्थान राज्य बनाम खालिद अहमद [डी बी सिविल स्पे अपील (रिटस 726) 97]” के मामले को भी उद्धृत किया है जिसमें खालिद अहमद को महत्वपूर्ण तथ्यों को छिपाने के आधार पर सेवा के अयोग्य घोषित किया था, किन्तु माननीय उच्च न्यायालय ने राजस्थान सरकार की अपील को गिरस्त करते हुये इस आधार पर सेवा के योग्य पाया है कि उसे अन्ततः आपराधिक प्रकरण में दोषमुक्त कर दिया गया था। माननीय राज उच्च न्यायालय की

पूर्णपीठ ने माननीय राज उच्च न्यायालय के इस एकपीठ के निर्णय को उचित नहीं माना और खालिद ग्रहमद का निर्णय, प्रार्थी को कोई लाभ प्रदान नहीं करता है।

32. अभिलेख पर ग्राह्य साक्ष्य एवं दस्तावेजात का उपर्युक्त विवेचनोपरान्त मे इस निष्कर्ष पर पहुँचता हूँ कि राजस्थान परमाणु विद्युत् परियोजना-3 एवं 4 के प्रबन्धन द्वारा प्रार्थी सुरेन्द्र कुमार, एक्स-फायरमैन की सेवाओं को दिनांक 19/8/94 से समाप्त किया जाना पूर्णरूपेण विधि सम्मत एवं उचित है और प्रार्थी सुरेन्द्र कुमार किसी भी प्रकार का कोई अनुतोष अप्रार्थी से प्राप्त करने का अधिकारी नहीं है।

33. प्रार्थी के विद्वान् प्रतिनिधि श्री जयसिंह ने विकल्प के रूप में अन्त में यह प्रार्थना की है कि अधिनियम, 1947 की धारा 11-ए के अन्तर्गत प्रार्थी सुरेन्द्र कुमार पर अधिरोपित सजा को कम किये जाने के सम्बन्ध में अवश्य विचार किया जाना चाहिये। उनका तर्क है कि प्रार्थी पर अधिरोपित दण्ड उसके कृत्य के अनुरूप नहीं है। सेवा में पृथक् किये जाने का दण्ड गम्भीर है जिसके दूरगामी परिणाम अभी से प्राप्त होने प्रारम्भ हो गये हैं, अतः प्रार्थी का दण्ड कम कर उस पर न्यूनतम दण्ड अधिरोपित कर सेवा में पुनः स्थापित किया जावे।

34. अप्रार्थी के विद्वान् प्रतिनिधि श्री वी. के. जैन ने इसका गम्भीरता पूर्वक विरोध किया है। श्री जैन का तर्क है कि अप्रार्थी नियोजक का सस्थान अत्यन्त ही सवेदनशील सस्थान है जिसमें राष्ट्रीय सुरक्षा का प्रश्न अंतर्बलित है। ऐसे सस्थान में प्रार्थी के जैसे प्रवृत्ति के लोगो को रोजगार देना किसी भी परिस्थिति में ना केवल सम्भव नहीं है, अपितु सुरक्षित भी नहीं है। अप्रार्थी सस्थान में कार्यरत प्रत्येक कर्मचारी एवं अधिकारी प्रत्येक पल परीक्षण के घेरे में रहता है और पल-पल पर उन की गतिविधियों की जाच की जाती है। अतः ऐसी स्थिति में प्रार्थी को सेवा में पुनः स्थापित नहीं किया जावे। अप्रार्थी के विद्वान् प्रतिनिधि श्री वी. के. जैन के तर्क से पूर्णरूपेण सहमत हूँ। निर्विवाद रूप में अप्रार्थी सस्थान, भारत सरकार के परमाणु ऊर्जा विभाग का पूर्ण स्वामित्व का एवं सुरक्षा की दृष्टि से अत्यन्त सवेदनशील सस्थान है और ऐसे सस्थान में प्रार्थी को सेवा में पुनः स्थापित किये जाने के बिन्दु पर कतई विचार नहीं किया जा सकता और मेरी दृढ़ सम्मति में प्रार्थी कोई अनुतोष प्राप्त करने का अधिकारी नहीं है।

परिणामतः भारत सरकार, श्रम मंत्रालय, नई दिल्ली द्वारा सम्प्रेषित निर्देश/विवाद-अनुसूची को अधिनिर्णित कर इस प्रकार उत्तरित किया जाता है कि अप्रार्थी नियोजक प्रबन्धक, राजस्थान एटोमिक पावर प्रोजेक्ट (एन पी सी. आई. एल.) यूनिट 3 एवं 4, प्रणुशक्ति, तहसील बेगू जिला बिस्तीडगढ़/राजस्थान द्वारा प्रार्थी श्रमिक सुरेन्द्र कुमार पुत्र राम कुमार, एक्स-फायरमैन को दिनांक 19/8/94 से सेवा मुक्त किया जाना पूर्णरूपेण विधि सम्मत एवं उचित है।

और प्रार्थी श्रमिक सुरेन्द्र कुमार किसी भी प्रकार का कोई अनुतोष अप्रार्थी से प्राप्त करने का अधिकारी नहीं है।

महेश चन्द्र भगवती, न्यायाधीश

नई दिल्ली 25 अप्रैल, 2001

का. आ. 1906—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नेशनल डेयरी डेवलपमेन्ट बोर्ड के प्रबन्धन के संबंध में नियोजको और उनके कर्मचारियों के बीच, अनुबंध विद्वत् औद्योगिक विवाद में औद्योगिक अधिकरण न. -I, हैदराबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-4-2001 को प्राप्त हुआ था।

[स. एल -42012/11/97-आई आर (डी यू)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 25th April, 2001

S.O. 1026.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal/Labour Court, No. I, Hyderabad, as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of National Dairy Development Board and their workman, which was received by the Central Government on 25-4-2001.

[No L-42012/11/97-IR(DU)]

KULDIP RAI VERMA, Desk Officer

### ANNEXURE

### BEFORE THE INDUSTRIAL TRIBUNAL-I AT HYDERABAD

### PRESENT.

Sri Syed Abdullah, B.Sc., B.L., Industrial Tribunal-I.

Dated, 20th day of March, 2001

Industrial Dispute No 63 of 1997

### BETWEEN

Sri A Sivaramaiah, C/o G Ramaiah, Vidyanagar, H. No. 1-9-1113/27/1/3, Hyderabad-500-044.

.Petitioner

### AND

1. The General Manager, Indian Immunologicals, Road No. 44, Jubilee Hills, Hyderabad-033.

2. The Chairman, The National Dairy Development Board, Anand, Gujarat State-388 001.

(Respondent No. 2 is added as per the orders in I.A. 149/98 dated 30-12-98 at the instance of the petitioner).

Respondent.

## APPEARANCES :

Petitioner—in person.

M/s. P. Nageswar K. V. R. Choudhary and  
C. Niranjan Rao, Advocates—for the Res-  
pondents.

## AWARD

The Government of India, Ministry of Labour, New Delhi by its order No. 420212/11/97-IR(DU) dated 29-9-97 referred the following Industrial Dispute under Section 10(1)(d) and Sub-section 2A of Industrial Dispute Act, 1947 for adjudication :

"Whether the action of Management of M/s. N.D.D.B. Hyderabad in dismissing Sri A. Srivaramaiah from service is justified. If not what relief the workman is entitled?"  
Both parties appeared and filed their respective pleadings.

2. Briefly stated the averments made in the claim statement filed by the workman is as under. The petitioner was appointed by the National Dairy Development Board vide appointed order No. HYD/FMD/PER/1333 dated 20-1-82 in which a clause is noted as "Your services shall be transferred to the proposed organisation for the Foot and Mouth diseases vaccine Plant". With the said clause an appointment order dated 30-9-1982 was issued on a letter head printed at the top in the name Indian Immunologicals. Subsequently Act No. 37 of 87 came into being, the Dairy Board stands enacted as a body corporate and IDC stands dissolved and the undertaking 'FNDVP' stands transferred to and vested in NDDB and the obligations of the Dairy Board to perform the administration of the undertaking became a statutory obligation which was hitherto a contractual one. Thus the Dairy Board became the employer in relation to the employees of the undertaking of Indian Immunologicals. The General Manager Indian Immunologicals served a letter to the workman on 25-7-90 informing him to attend for an enquiry on 28-7-90 before Sri G. Gopal the enquiry officer who will enquire in to the allegations of misconduct. In fact no charge sheet was served on the workman and he was not aware of the allegations of the charges. The workman requested the concerned to serve a copy of the charge sheet. And the copy of its was supplied on 4-8-90. And an explanation was submitted by the workman. Thereafter for over three months no steps were taken by the concerned. In the meanwhile the workman filed WP No. 15829/90 challenging the order passed by General Manager Indian Immunologicals. The Conduct, Discipline, Appeal Rules of NDDB are applicable to the workman as the said rules were saved. Vide regulation 49(9) of NDDR workman (Conduct, Discipline and Appeal) Regulation 1988. The power is conferred on the Board under Section 18 of the Act. The General Manager Indian Immunologicals being aware of the fact that the regulation have not conferred any power on him and that he is bound to proceed according to the NDDB workmen (Conduct, Discipline and Appeal) Regulations, 1988, while so, without following the same he applied the Conduct, Discipline and Appeal rule of Indian Immunological. Further, adopted A.P. Model Standing Orders and again switched over to central

model standing orders while passing dismissal orders. At no stage he complained with Section 9A of I.D. Act. The disciplinary proceedings initiated by the General Manager Immunologicals are illegal and said the allegations levelled in the charge sheet are not true. The enquiry officer appointed of Enquiry is not a public servant within the meaning of Conduct, Discipline and Appeal rules Indian Immunological. Further he acted under bias. As on 31-12-87 the workman was entitled for the next higher promotion while so, the Management dismissed him from service. At first imposed punishment of stopping yearly increments with cumulative effect followed by reverting to the next lower grade Junior Assistant from the post of Senior Assistant Grade-I. On account of departmental enquiries and the court cases, the workman's health was effected. The management served show cause notice as an empty formality. Therefore it is prayed to set aside the order of dismissal and to direct reinstatement of the workman with continuity of service and back wages in the interest of justice.

3. The General Manager Indian Immunologicals filed the Counter and briefly stated the averments as under. The petition is not maintainable either on law or on facts as such it is liable to be dismissed. As per regulations 22 the Indian Immunologicals which is a subsidiary unit shall have its separate identity for which the regulations of NDDB shall not be applicable to any of its employees. National Dairy Development Board has its own service regulations of 1988 for its employees. At the time of appointment of the workman itself it was made clear in the appointment order that his services shall be transferred to the 'FMD' vaccine plant and accordingly transferred and appointed in the Indian Immunologicals which is a subsidiary unit of NDDB but it is independent unit having its identity and functioning independently exercised by a Management-Committee. That the workman had committed certain grave serious misconduct so he was issued with charge sheets i.e.,

1. Wilful in subordination.
2. Ritious or disorderly behaviour during work hours. An Acts of subversive of discipline vide Clause 5(5) 6, 12, 20.
3. Acting in a manner prejudicial in the interest of organisation.
4. Wilful in

The workman was informed to submit explanation to the allegations levelled in the charge sheet. So also, to give a fair and reasonable opportunity to defend himself, an enquiry was ordered by appointing Sri S. Gopal an outsider a retired Police Officer to enquire into the allegations, who after giving reasonable opportunity conducted a fair and proper enquiry. The workman participated in the enquiry by attending some hearings and availed the opportunity. Subsequently for the reasons best known he failed to attend the enquiry. Inspite of repeated notices he refused to participate in the enquiry so there was no alternative except to proceed with the enquiry ex-parte. On the basis of the enquiry report the management issued a show cause notice calling for the explanation, but he

failed to submit explanation. The management had accepted the findings of the enquiry officer and found him guilty of the misconduct of the allegations made in the charge sheet. After taking all the relevant circumstances into account has proposed to impose the punishment of dismissal from service. Again a show cause notice was issued, for which he submitted explanation dated 19-4-91 raising untenable contentions. The management had issued another letter dated 26/27-4-91 calling for his explanation. The explanation submitted by the workman was found to be not satisfactory so after careful consideration of the material on record and after considering the gravity and seriousness of each of the proved misconduct, the management had imposed the punishment of dismissal from service passing an order dated 31-5-91 which is legal, valid, bona fide and justified. Hence prayed to dismiss the claim.

4. The Chairman of National Dairy Development Board filed the counter and briefly stated averments are as under : M/s. Indian Immunologicals is a unit of the NDDDB has its own legal identity so as to sue and be sued on its own name and seal. The NDDDB has its own service regulations of 1988 which applied to its employees. As per the appointment letter, the workman his services were transferred to 'FMD' Vaccine plant and the petitioner had accepted the terms and conditions mentioned in the appointment order. The workman filed two Writ Petitions Vide WP No. 15829/90 and 7424/91 before the Andhra Pradesh High Court in which he raised the same contentions which were rejected by the High Court and directed to the petitioner to pursue alternative remedy under I.D. Act, so all the contentions raised in the claim statement are not relevant. After lapse of eight years the petitioner had approached the Hon'ble High Court. The union has not espoused the cause of the petitioner for adjudication of the dispute as such the dispute is not maintainable. NDDDB is not a necessary party to the petition. Hence prayed to declare and pass an Award that petitioner is not entitled for any relief as prayed for and pray to dismiss it cause.

5. The point for adjudication is whether the petitioner is entitled to the reliefs claimed for?

6. As per the orders in I.A. No. 149/98 dated 30-12-98 filed by the workman the Chairman NDDDB was added as a proper and necessary party.

7. After considering the documentary evidence filed by both sides i.e. Exs. W1 to W36 and Ex. M1 to M56 an order dated 16-9-90 was passed holding that the domestic enquiry proceedings conducted by the management are vitiated, however the management was permitted to lead evidence to substantiate the charges levelled against the workman to decide the question in issue. While the matter was pending to record evidence on the side of the management, the management filed Writ Petition No. 27138/99 questioning the order dated 16-9-90 vitiating domestic enquiry proceedings. The Hon'ble High Court has dismissed and upheld the order passed by this Tribunal.

8. The management had proceeded to examine two witnesses i.e., MW1 and MW2 who are executive of HRD and Junior Assistant respectively working in

the organisation. Through the evidence of MW1 Ex. M1 to M35 were got marked. As a rebuttal evidence the workman examined himself as WW1.

9. In nut shell, MW1 deposed that he is giving evidence on the basis of records. He filed Ex. M56 judgement in W.P. No. 7425/91 of Andhra Pradesh High Court in which the High Court held that the service conditions of NDDDB are separate from the of the Indian Immunologicals. Ex. W7 is the service regulations of Indian Immunologicals. Ex. M55 is the NDDDB Act. Ex. M57 is the Joining Report given by the workman. Ex. M58 is the LPL given to the workman. Ex. M1, M20, M22, M24, M27 are the five charge sheets served on the petitioner for his misconduct. No explanation was submitted by the workman. The workman after attending the enquiry on few occasions has stopped attending the enquiry. The enquiry report was accepted by the management and show cause notice was issued to the workman proposing to impose punishment. Ex. M51 and M53 explanations were submitted Ex. M54 is the order under which the workman was dismissed from service w.e.f. 31-5-91. He further deposed that the witnesses who were examined before the enquiry officer have left the services of the organisation and their whereabouts are not known to produce before the Court.

10. MW2 deposed that on 7-5-90 at 8.50 A.M. while he was entering into the Reception Room, he noticed the workman going into the chambers of Assistant Personal Manager (R. Sudhakar) and after he entered, he heard sounds in the chamber and also conversation and thereafter one Chandrasekhar had brought back the petitioner outside.

11. As a rebuttal evidence the workman, while denying the allegations of the charge sheets served on him has reiterated the factual aspects made in his claim statement and the applicability of the service regulations of NDDDB Board 1988 to him.

12. The workman filed lengthy written arguments in support of his contentions. In nut shell he questioned the legality and propriety of the impugned order of dismissal Ex. M54 dated 31-5-91 issued by the first respondent and the contentions are two fold (1) That he is the employee of NDDDB as such the service regulations of conduct, discipline and appeal rule regulations 1988 of NDDDB would apply but not the service conditions of the Indian Immunological Organisation which is a subsidiary company, which cannot derive statutory force under Section 18 of Act 37 of 87. Further Section 13B of Industrial Employment (Standing Order Act 1946) has exempted the NDDDB to make its own service Regulations to the employees, so the standing orders are not applicable to him and (2) in view of the fact that the domestic enquiry proceedings have been vitiated, no evidence is available against the petitioner in proof of the allegations of misconduct. Whatever evidence adduced before the Tribunal to prove the allegation covered by the charge sheets through the oral evidence of MW1 and MW2 and the documents filed is not a substantive evidence to establish the misconduct alleged against him.

13. To buttress the above contentions, on behalf of the respondent 1 and 2 it is urged that the workman is precluded from raising the very same issue about the applicability of service regulations of 1988, when the same was rejected by the Hon'ble High Court in W.P. No. 7425/91 covered by Ex. M56 and the decision operates as resjudicata more particularly when the workman's appointment itself was with a condition that he should join in the subsidiary unit of Indian Immunological Organisation where he joined willingly, so he is estopped from raising the contentions that the service conditions of Indian Immunological Organisation are not applicable to him. It is argued that in this regard to the evidence in proof of the allegations of misconduct levelled in the five charge sheets covered by Exs. M1, M20, M22, M24 and M27, the workman has not submitted any explanation to deny the allegations and the witnesses who were examined before the Enquiry Officer way back in 1991 have at this distance of time left the service except one witness and the whereabouts of them are not known to secure them. So taking a cumulative effect of the evidence of MW2, the documentary evidence and on the preponderance of circumstances, the court may come to a reasonable conclusion that the workman has committed gross misconduct and the management has every right to discharge or dismiss an employee who was an indisciplined employee in discharge of his duties, and the courts would seldom interfere with the punishment imposed by the management.

14. It is seen from Division Bench judgement Ex. M56 that the workman has raised the very same contentions that he raised earlier as to the fact that he was appointed as a Junior Assistant by the NDDB and by then Indian Immunological was neither the company nor a society brought into existence under any law, so he should be considered as an employee of NDDB which had become a statutory corporation in the year 1987 by Act 37/87.

15. The said contention was rejected by the Division Bench in view of the fact that as per the terms and conditions of appointment order Ex. W1 dated 28-6-82 which clearly reveals that his appointment was made for the proposed organisation i.e. "Foot and Mouth Decease Vaccine Plant" at Hyderabad. Soon after the appointment "Indian Immunological" was brought into existence as a subsidiary of the Indian Dairy Corporation which took over the management of 'Foot and mouth Decease Vaccine Plant' further one of the condition was that his services shall be transferred to the proposed organisation. Though Indian Immunological became a subsidiary of the NDDB and the Foot and Mouth Decease Vaccine Plant came under the control and management of Indian Immunological as a separate unit, still the contentions raised by the workman were rejected holding that section 47 of the Act is of no help to him.

16. When such a conclusion was arrived at holding that the service regulations of NDDB are not applicable to the workman, he is precluded and barred from agitating it again and not permitted under doctrine of resjudicata. The principle of resjudicata is applicable not merely to the provisions of C.P.C. but to all litigations. So it is not necessary to go into details about the various contentions raised by the workman on this point.

17. The next crucial question which arise for consideration is that in the facts of the case whether the charges levelled against the workman covered by the charge sheets Exs. M1, M20, M22, M24 and M27 have been established during the enquiry before this Tribunal.

18. The allegations covered by the charge sheet are as under : That on 7th May, 1990 at 8.45 A.M. he approached R. Sudhakar, Assistant Manager questioning him why he marked him absent in the Attendance Register and that he shouted at him in a loud tone though he asked him to contact the head of the unit. Again at 9.50 A.M. he approached the same person and shouted in a loud manner, so also he shouted towards S. V. Guru departmental head and abused in a disorderly manner which is a misconduct under schedule I of Industrial Employment (Standing Order) Act, 1946. Clause 14(A) and 14(H). That on 10 May, 1998 4.45 P.M. when official notification was served on him by Smt. Raja Rani he refused to receive and acknowledge which act is a misconduct as per clause 5(20) of model standing orders 1946. So also on 11-5-90 on 4.45 P.M. he refused to receive the official communication and acknowledge. Again on 30-5-90 at 4.45 P.M. that he refused to receive and acknowledge the official communication which amounts to misconduct. That on 12th December, 1990 at 10.15 hours Sri K. M. Reddy, Assistant Officer sent a letter addressed by the General Manager and after reading the contents of the letter he got wild and shouted loudly and abused him and use a vulgar language which amounts to misconduct as per clause 14(A) and 14(H) of the model standing orders.

19. It is contented by the respondent that the workman failed to submit any explanation to the charge sheet much less he participated in the domestic enquiry by raising untenable pleads, whereas the contentions and the workman are that none of the charge sheets were served of him as on 25-7-90 so he requested after supply of the copies on 4-8-90 and then submitted his explanation.

20. When once the domestic enquiry proceedings were vitiated, the management cannot rely on the evidence that was adduced before the Enquiry Officer. It is on the basis of the material on record the management has to adduce evidence to prove the allegations of the charges levelled in the charge sheets and if the allegations of misconduct are proved then only the question would arise whether the punishment imposed is justified or not. Before considering the punishment, it is necessary to evaluate the evidence on record. MW1 is not a direct evidence to any of the incidents of the allegations covered by the five charge sheets. Simply he filed some documents pertaining to the charge sheets, but the allegations have not been proved or established through his oral evidence and such an evidence is of no purpose at all. The next witness MW2's evidence is also equally of no use, though he was examined as an eye witness to one of the incident that had taken place on 7-5-90. MW2 has deposed that on 7-5-90 at 8.50 A.M. while he was entering into the reception room he saw the workman entering into the chamber of Assistant Manager Sri Sudhakar Assistant Manager he heard some shouts and conversation inside the chamber of the Officer and after some time one Chandrasekhar brought the workman back outside, and thereafter he was murmuring that the concerned officer

"Is he an Officer". In the cross examination he admitted that workman was requesting to mark his attendance and went inside the chamber, except the said version nothing has been spoken against the workman. The incident covered by other charge sheets are not at all spoken to or proved and in such a case it is deemed that the allegations are not at all proved much less established. The management cannot escape saying that the witnesses relating to the charge sheets are not working in the organisation and their whereabouts are not known. If that is the case the benefit would go to the delinquent person.

21. On an over all consideration of the factual and legal aspects there is no hesitation to hold that the evidence on record that the charges are not proved and the workman is not guilty of misconduct on any of the incidents as alleged in the charge sheets so as to take disciplinary action and to impose the punishment under the impugned order.

22. In the result an Award is passed setting aside the dismissal dated 31-5-1991 dismissing the petitioner from service and consequently the first respondent is directed to reinstate the workman with continuity of service and all benefits. The workman is also entitled for 25 per cent of the back wages from the date he was kept out of employment. The 1st respondent shall reinstate workman Sri A. Sivaramiah within one month from the date of publication of the Award.

Dictated to the Shorthand Writer, transcribed by him and corrected by me and given under my hand and seal of this Tribunal on this the 20th day of March, 2001.

SYED ABDULLAH, Industrial Tribunal-I.

#### Appendix of Evidence :

On the validity of domestic enquiry :

No oral evidence adduced by both parties.

Documents marked for the Petitioner (by consent) :

- Ex. W1 Appointment letter dt. 28-6-82 issued to the petitioner in NDDB (R2).
- Ex. W2 Transfer order dt. 30-9-82 issued to the petitioner.
- Ex. W3 Appointment letter dt. 30-9-92 issued to petitioner in Indian Immunologicals (Respondent No. 1).
- Ex. W4 Promotion letter dt. 29-5-85 issued to the petitioner.
- Ex. W5 Reversion order dt. 4-8-90 issued to the petitioner to lower post.
- Ex. W6 Stoppage increment order dt. 26-9-87 issued to petitioner.
- Ex. W7 NDDB Workman (CDA) Regulations, 1988.
- Ex. W8 Letter of the petitioner dt. 12-4-90 regarding applicability of Model Standing Orders and CDA Regulations.
- Ex. W9 Charge Sheet dt. 17-6-89 issued to the petitioner.
- Ex. W10 Letter of the petitioner dt. 3-10-87 to the General Manager for supply of the documents.
- Ex. W11 Letter of the Asst. Manager dt. 5-10-87 enclosing conduct, Discipline and Appeal Rules of Indian Immunologicals, Hyderabad.
- Ex. W12 Letter dt. 15-1-91 addressed by the petitioner to General Manager.
- Ex. W13 Letter of the General Manager dt. 16-1-91 to the petitioner.

- Ex. W14 Letter dt. 5-12-90 addressed by the petitioner to the General Manager.
- Ex. W15 Letter dt. 16-11-90 of General Manager along with, reply of the petitioner dt. 17-11-90 under the General Manager's letter.
- Ex. W16 Letter dt. 30-11-90 to the General Manager by the Petitioner.
- Ex. W17 Hierarchy of the organisation.
- Ex. W18 Extract of NDDB regarding Managing Committee.
- Ex. W19 Copies of Balance Sheets for NDDB Bulletin.
- Ex. W20 Letter dt. 16-5-89 addressed to the Chairman by the Petitioner.
- Ex. W21 Letter dated 16-8-90 addressed to the Chairman by the Petitioner.
- Ex. W22 Letter dt. 16-8-90 addressed to the Chairman by the Petitioner.
- Ex. W23 Complaint dt. 12-12-90 made by the petitioner to the Police.
- Ex. W24 Letter dt. 13-12-90 addressed by the petitioner to RLC(C) Hyderabad regarding applicability of service condition.
- Ex. W25 Order dt. 10-2-92 in W.P. No. 15829/90 and W.P. No. 7425/91 of the Hon'ble High Court of A.P.
- Ex. W26 Relevant extracts from the affidavit filed by the petitioner in his revision application.
- Ex. W27 Notice dt. 5-10-94 for production of documents filed in WAMP No. 2050/94 in Revn. WAMP No. 2569/93.
- Ex. W28 Order dt. 28-10-94 in Review in WAMP No. 2569/93 and 2570/93.
- Ex. W29 Minutes of conciliation before ALC(C) Hyderabad, Dt. 25-9-96.
- Ex. W30 Application dt. 6-5-96 made by the petitioner to RLC(C) Hyderabad.
- Ex. W31 Letter dt. 25-7-90 addressed by the petitioner to the General Manager.
- Ex. W32 Letter dt. 4-8-90 addressed by the petitioner to the General Manager.
- Ex. W33 Enquiry intimation letter dt. 26-5-80.
- Ex. W34 Enquiry Proceedings dt. 28-5-80 held against Mr. Alok Chandra.
- Ex. W35 Schedule of conduct, Discipline and Appeal Rules Schedule.
- Ex. W36 Telegram issued to the petitioner by the Management.

Documents marked for the Respondent (By consent) :

- Ex. M1 Charge Sheet dt. 11-5-90 issued to the petitioner.
- Ex. M2 Letter of the despatch section dt. 11-5-90 regarding refusal of the letter by the petitioner.
- Ex. M3 Postal receipts and covers regarding sending the letters to the petitioner by post.
- Ex. M4 Letter of the P.A. to G.M. dt. 30-5-90 to the petitioner regarding serving of charge sheet.
- Ex. M5 Postal receipt regarding sending of letter to the petitioner.
- Ex. M6 Enquiry notice dt. 25-7-90 issued to the petitioner.
- Ex. M7 Proceedings dt. 28-7-90 recorded by the Enquiry Officer.
- Ex. M8 Letter dt. 4-8-90 addressed to the petitioner regarding sending the charge sheet by post.
- Ex. M9 Enquiry notice dt. 12-11-90 informing the date of enquiry.
- Ex. M10 Enquiry Proceedings dt. 17-11-90.
- Ex. M11 Letter dt. 3-12-90 addressed to the petitioner by G.M. regarding clarification on the appointment.

- Ex. M12 Enquiry Proceedings dt. 12-12-90 recorded by Enquiry Officer.
- Ex. M13 Enquiry Proceedings dt. 26-12-90 recorded by Enquiry Officer.
- Ex. M14 Letter of the petitioner dt. 17-1-91 addressed to Sri S. Gopal, Enquiry Officer.
- Ex. M15 Enquiry intimation notice dt. 17-1-91 issued by the Enquiry Officer.
- Ex. M16 Enquiry Proceedings dt. 19-1-91.
- Ex. M17 Enquiry report submitted by the Enquiry Officer.
- Ex. M18 Letter dt. 10-5-90 from the purchase officer to the petitioner.
- Ex. M19 Letter from the despatch assistant to the purchase officer regarding refusal of the letters by the petitioner.
- Ex. M20 Charge Sheet dt. 11-5-90 issued to the petitioner.
- Ex. M21 Letter dated 11-5-90 from Jr. Asst. (Despatch) to P.A. to G.M. regarding refusal of receiving letters by petitioner.
- Ex. M22 Charge Sheet dt. 15/30-5-90 issued to the petitioner.
- Ex. M23 Letter dt. 30-5-90 from Jr. Asst. (Despatch) to PA to GM regarding refusal of receiving letter by petitioner.
- Ex. M24 Charge sheet dt. 30-5-90 issued to the petitioner.
- Ex. M25 Enquiry Proceedings dt. 19-1-91.
- Ex. M26 Enquiry Report submitted by Enquiry Officer.
- Ex. M27 Charge Sheet dt. 17/18-12-90 issued to the petitioner.
- Ex. M28 Enquiry Notice dt. 28-12-90 issued by the General Manager to the petitioner.
- Ex. M29 Complaint dt. 12-12-90 made by Sri. K. M. Mohan Reddy, Asst. Officer to the General Manager, Indian Immunologicals, Hyderabad.
- Ex. M30 Complaint dt. 12-12-90 made by Sri R. Sudhakar Asst. Manager (P & A) to the General Manager.
- Ex. M31 Enquiry Proceedings dt. 19-1-91.
- Ex. M32 Letter of the Enquiry Officer to the petitioner on 17-1-91.
- Ex. M33 Letter of the Enquiry Officer to the petitioner on 19-1-91.
- Ex. M34 Enquiry Proceedings dt. 2-2-91.
- Ex. M35 Enquiry report submitted by the Enquiry Officer.
- Ex. M36 Letter dt. 2-3-91 of the General Manager to the petitioner regarding the show cause notice of acceptance, by enquiry report.
- Ex. M37 Letter dt. 2-3-91 of Sri K.M.M. Reddy, Asst. Officer to the General Manager regarding refusal of letters by the Petitioner.
- Ex. M38 Letter dt. 4-3-91 addressed by the petitioner to the General Manager.
- Ex. M39 Letter dt. 4-3-91 addressed by the General Manager to the Petitioner.
- Ex. M40 Letter dt. 6-3-91 of Sri K. M. Mohan Reddy, Asst. Officer to the General Manager, Indian Immunologicals.
- Ex. M41 Letter dt. 6/7-3-91 sent by the General Manager by Regd. Post.
- Ex. M42 Letter dt. 14-3-91 from the petitioner to the General Manager.
- Ex. M43 Letter dt. 16-3-91 from the General Manager to the Petitioner.

- Ex. M44 Letter dt. 16-3-91 from the Steno to the General Manager regarding refusal to receive the letters by the petitioner.
- Ex. M45 Letter dt. 16-3-91 sent by the petitioner to the General Manager for the original letters.
- Ex. M46 Letter dt. 16-3-91 sent by the P.A. to G.M. by Regd. Post to the petitioner.
- Ex. M47 Letter dt. 18-3-91 sent by the petitioner to the General Manager.
- Ex. M48 Letter dt. 19-3-91 addressed to the petitioner by PA to GM regarding furnishing of documents.
- Ex. M49 Show Cause notice dt. 15/16-4-91 proposing the punishment of dismissal from service issued by the General Manager to the petitioner.
- Ex. M50 Reply dt. 18-4-91 submitted by the petitioner to Ex. M49.
- Ex. M51 Second Show cause notice dt. 26/27-4-91 given to the petitioner by the General Manager.
- Ex. M52 Letter dt. 29-4-91 of the petitioner regarding time to submit explanation to Ex. M51.
- Ex. M53 Explanation dt. 2-5-91 submitted by the petitioner.
- Ex. M54 Dismissal order dt. 31-5-91 issued to the petitioner by the General Manager.
- Ex. M55 Copy of the National Dairy Development Board Act, 1987 (37/1987).
- Ex. M56 Xerox copy of the orders made in W.A. No. 248 and 249/92 dt. 15-6-93 of the Hon'ble High Court of A.P.

After the validity of domestic enquiry violated :

|                                      |                                         |
|--------------------------------------|-----------------------------------------|
| Witness examined for<br>Petitioner : | Witnesses Examined for<br>Respondents : |
|--------------------------------------|-----------------------------------------|

WW1 A. Sivaramayya

MW1 D V. Reddy.

MW2 K. Anand Kumar

Documents marked for the Petitioner :

NIL

Documents marked for the Respondents :

Ex. M57 Joining Report dt. 1-10-82 submitted by the petitioner.

Ex. M58 Last Pay Certificate of the petitioner issued by NDDB.

नई दिल्ली 25 अप्रैल, 2001

का. आ. 1027:—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अन्वय में केन्द्रीय सरकार इण्डियन एम्प्लॉयर रिमर्स इन्स्टिट्यूट के प्रबंधन के संबंध में निम्नलिखित और उनके कर्मचारियों के बीच, प्रत्यक्ष में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक प्रतिक्रिया नण्डियट के पंचसू को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-4-2001 को प्राप्त हुआ था।

[मं. एल.-42012/30/92-आई आर (डी.यू.)]  
कलदीप राय वर्मा, डैस्क अधिकारी

New Delhi, the 25th April 2001

S.O. 1027.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal/Labour Court, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the

management of Indian Agriculture Research Institute and their workman, which was received by the Central Government on 25-4-2001.

[No. L-42012/30/92-IR(DU)]  
KULDIP RAI VERMA, Desk Officer

#### ANNEXURE

BEFORE SHRI B. L. JATAV, PRESIDING  
OFFICER, CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR  
COURT, CHANDIGARH

Case No. I.D. 58 of 1993

Sh. Isham Singh S/o Sundra Ram,  
R/o Village Dabri, I.O.C.S.S.R.I.,  
District Karnal. . . Petitioner.

Vs.

Director,  
Indian Agriculture Research  
Institute, Regional Station,  
Karnal-132001. . . Respondent.

#### REPRESENTATIVES :

For the workman : Shri J. B. Tadoria

For the management : None.

#### AWARD

(Passed on 6th February, 2001)

The Central Government, Ministry of Labour vide Notification No. L-42012/30/92-I.R. (D.U.) dated 27th April, 1993 has referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of Indian Agriculture Research Institute (Regional Station) Karnal in terminating the services of Shri Isham Singh w.e.f. 8-6-91 is justified? If not, what relief the workman concerned is entitled to and from what date?"

2. The claim of the workman in brief is that he remained employed with the management from September, 1982 to December, 1989 on daily wages. The workman was again employed in the same capacity on 18-4-1991 and he worked upto 8-6-1991. The services rendered by the workman was found satisfactory. His services were terminated w.e.f. 8-6-91 without assigning any reason or reasonable cause. The notice of termination was not given to him. The workman had completed 240 days from the date of the termination preceding to 12 calendar months. Thus he remained in continuous service of the management but his services were terminated without complying with the provisions of Section 25-F of I.D. Act, 1947.

3. Prior to 8-6-1991 his services were also terminated illegally during the year 1983. At that time junior persons to him were retained in service and opportunity for re-employment was not given to him, though, the number of vacant posts were available. Thus the management has contravened the provisions of Sections 25-G and H of the I.D. Act, 1947. Therefore, he should be reinstated in service with all consequential relief including full back wages, continuity of service and seniority.

4. The management has filed its written statement making averments that the claimant workman can not be termed as workman since he was merely engaged as per job requirement on casual/temporary basis and as such there was no relationship of workman and employer. Therefore, the claim of the workman is not maintainable.

5. The workman was engaged on daily wages by the management as per job requirement, therefore, there was no question of any permanent employment in the Institution. He had not worked for 240 days continuously from the date of his termination preceding to twelve calendar months. During the period from 1987 to 1991 he had worked only for 19 days. Therefore, the provisions of Section 25-F do not apply in his case.

6. He was engaged as and when his name was sponsored by the employment exchange and when ever he turned up at the time of availability of work. All the daily paid labourers were engaged and disengaged according to the job requirement of seasonal work. Therefore, there was no question of termination of the services of the workman and the retention of junior persons. He was gainfully working in Karnal, therefore, he did not turn up at the time of availability of work. The name of the claimant was not sponsored by the employment exchange after the year 1991, so he could not be given casual employment during the said period. His claim has no merit, therefore, it should be dismissed with cost.

7. In replication, the averments made in claim statement have been reiterated. The names of the junior persons have been given in replication. It has been pleaded in replication that Shri Prem Pariap, Bhagwan Dass, Bagicha Singh and many other persons were retained in service while terminating the services of the workman. The workman had completed 240 days continuous service in 12 calendar months during the year 1983 and 1986-87. But the management had not complied with the provisions of Sections 25-F, G and H of I.D. Act, 1947, therefore, this claim deserves to be allowed.

8. The workman has submitted his affidavit. The management had filed the affidavit of Shri R. S. Randhawa. He had died prior to 29-7-1998. Therefore, the affidavit of Dr. S. N. Singh was submitted by the management. But the representative of the management and deponent did not turn up for cross-examination despite several notices were issued to the management. Therefore, the case had been proceeded ex-parte against the management.

9. Workman Isham Singh has deposed in para 1 of his affidavit that he had worked for 240 days continuously during the 12 calendar months during the year 1983 and 1986-87. As per reference order date of termination of his services is 8-6-1991. Therefore, it can not be held that he had worked for 240 days continuously prior to 8-6-91. Under these circumstances, the provisions of Section 25 do not apply in this case. He has deposed in para 2 of his affidavit that Prem Partan, Bhagwan Dass, Bagicha Ram were working at the time of termination of his services. They were junior to him but they were retained in service by the management. As per provisions of Section 25-G the services of the junior persons must have been terminated by the

management rather than the services of the workman. Thus the management has violated the provisions of this section. Therefore, the termination of the services of the workman contravening the provisions of Section 25-G constitute illegal termination of the services of the workman.

10. The rep. of the workman has referred the case of Narinder Kumar Vs. State of Haryana 1991(1) K.S.J. 690, Punjab & Haryana in which the Hon'ble High Court has held that if the provisions of Section 25-G are not complied with by the management, the workman is entitled to be reinstated though he had not completed 240 days prior to his termination. Keeping in view the law laid down by Hon'ble High Court, the workman is deserves to be reinstated w.e.f. 8-6-1991.

11. The workman has not pleaded in his claim statement that he remained unemployed after the termination of his services. In written statement the management has pleaded that the workman remained gainfully employed after his termination so, he did not turn up for work. In replication this averment has not been controverted by the workman. In his affidavit he has not deposed that he remained unemployed after termination of his services. Therefore, the workman is not entitled to get back wages.

12. Keeping in view the evidence adduced in this case the reference is answered that the action of the management of Indian Agricultural Research Institute (Regional Station) Karnal in terminating the services of Shri Isham Singh w.e.f. 8-6-1991 is unjustified. The management is directed to reinstate him w.e.f. 8-6-1991 in the same capacity in which he was working at the time of termination of his services. He will not be entitled to get the back wages. Both parties shall bear their own cost of proceedings. Appropriate Govt. be informed.

Chandigarh.

6-2-2001.

B. L. JATAV, Presiding Officer

नई दिल्ली, 25 अप्रैल, 2001

का. आ. 1028—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेंट्रल शीप ब्रिडिंग फार्म के प्रबंधन के संबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चण्डीगढ़ के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-4-2001 को प्राप्त हुआ था।

[स. एल.—42012/56/90-आई आर (सी यू)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 25th April, 2001

S.O. 1028.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal/Labour Court, Chandigarh, as shown in the Annexure in the

Industrial Dispute between the employers in relation to the management of Central Sheep Breeding Farm and their workman, which was received by the Central Government on 25-4-2001.

[No. L-42012/86/90-IR(DU)]

KULDIP RAI VERMA, Desk Officer

### ANNEXURE

BEFORE SH. B. L. JATAV, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHANDIGARH

Case No. I.D. 3 of 1991

President,  
Distt. Agriculture Worker's Union,  
Village & Post Office Kheri Barki,  
Distt. Hissar-125 001. . . . .Petitioner.

Vs.

Director,  
Central Sheep Breeding Farm,  
Hissar-125 001.

### REPRESENTATIVES:

For the Workman—Sh. Darshan Singh.

For the Management—Sh. Arun Walia

### AWARD

(Passed on 23rd March, 2001)

The Central Government, Ministry of Labour vide Notification No. L-42012/86/90-I.R.(D.U.) dated 19th December, 1990 has referred the following dispute to this Tribunal for adjudication:

“Whether the action of the management of Central Sheep Breeding Farm, Hissar for not allowing the scale of Rs. 1200 to 2040 to Sh. Ashok Kumar for his working as radiator mechanic since 1985 to 1989 is justified? If not, what relief the worker concerned is entitled to and from what date?”

“Whether the action of the management of Central Sheep Breeding Farm, Hissar in regularising Sh. Ashok Kumar as tractor helper instead of radiator mechanic is justified? If not, what relief the worker concerned is entitled to?”

2. Today the case was fixed for production of record by the management. The rep. of the workman appeared and made the statement that workman does not want to pursue with the present reference and the same may be dismissed as withdrawn. In view of the statement of the rep. of the workman the present reference is returned to the Ministry for want of prosecution. Appropriate Government be informed.

Chandigarh,

28-2-2001.

B. L. JATAV, Presiding Officer

नई दिल्ली, 25 अप्रैल, 2001

का. आ. 1029:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सी. एस. आई. आर. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चण्डीगढ़ के पंचाट को प्रकाशित करती है जो केन्द्रीय सरकार को 25-4-2001 को प्राप्त हुआ था।

[स. एल.-42012/101/99-आई आर (डी यू)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 25th April, 2001

S.O. 1029.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal/Labour Court, Chandigarh, as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of C.S.I.R. and their workman, which was received by the Central Government on 25-4-2001.

[No. L-42012/101/99-IR(DU)]

KULDIP RAI VERMA, Desk Officer

#### ANNEXURE

BEFORE SH. B. L. JATAV, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHANDIGARH

Case No. ID 206 of 1999

The President, Labour Union Central Institute of Medicinal & Aromatic Plants, Bonera, PULWAMA (KMR).

... Union.

V/s.

The Scientist Incharge, CIMAP (CSIR), Field Station, Bonera, Pulwama.

... Management.

#### APPEARANCES :

For the Workman/Union—None.

For the Management—Shri I. S. Sidhu.

#### AWARD

(Passed on 28-2-2001)

Then Central Government vide Gazette Notification No. L-42012/101/99-IR(DU) dated 27-9-1999 has referred the following dispute to this Tribunal for adjudication :

1. "Whether the action of the management of CSIR represented by Scientist Incharge, CIMAP in terminating the services of Shri Nazir Ahmed Wani a daily rated workman w.e.f. 1983 and converting him into contract labour is just and legal. If

not, to what relief he is entitled and from what date ?"

2. Whether the action of the management of CSIR represented by Scientist Incharge, CIMAP, Pulwama in employing Nazir Ahmed Wani as contract labour through different contractors w.e.f. 1983 to date, on perennial/permanent nature of employment i.e. Security of Farm and M/s. Farm operations is legal and justified. If not, to what relief the workman is entitled and from which date ?

2. Today the case was fixed for filing of claim statement by the workman. None has put up appearance on behalf of the workman despite notice. No claim statement has been filed since 1999. It appears that workman is not interested to pursue with the present reference. In view of the above, the present reference is returned to the Ministry for want of prosecution. Appropriate Government be informed. Chandigarh,

28-2-2001.

B. L. JATAV, Presiding Officer

नई दिल्ली, 25 अप्रैल, 2001

का. आ. 1030:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सी. एस. आई. आर. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चण्डीगढ़ के पंचाट को प्रकाशित करती है जो केन्द्रीय सरकार को 25-4-2001 को प्राप्त हुआ था।

[स. एल.-42012/102/99-आई आर (डी यू)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 25th April, 2001

S.O. 1030.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal/Labour Court, Chandigarh, as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of C.S.I.R. and their workman, which was received by the Central Government on 25-4-2001.

[No. L-42012/102/99-IR(DU)]

KULDIP RAI VERMA, Desk Officer

#### ANNEXURE

BEFORE SH. B. L. JATAV, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHANDIGARH

Case No. ID 205 of 1999

The President, Labour Union Central Institute of Medicinal & Aromatic Plants, Bonera, PULWAMA (KMR).

... Union.

V/s.

New Delhi, the 25th April, 2001

The Scientist Incharge, CIMAP (CSIR), Field Station, Bonera, Pulwama.  
... Management.

## APPEARANCES :

For the Workman/Union—None.

For the Management—Shri I. S. Sidhu.

## AWARD

(Passed on 28-2-2001)

Then Central Government vide Gazette Notification No. L-42012/102/99-IR( DU) dated 27-9-1999 has referred the following dispute to this Tribunal for adjudication :

1. "Whether the action of the management of CSIR represented by Scientist Incharge, CIMAP in terminating the services of Shri Sona Ullah Malik a daily rated workman w.e.f. 1983 and converting him into contract labour is just and legal. If not, to what relief he is entitled and from what date?"
2. Whether the action of the management of CSIR represented by Scientist Incharge, CIMAP, Pulwama in employing Sh. Sona Ullah as contract labour through different contractors w.e.f. 1983 to date, on perennial/permanent nature of employment i.e. Security of Farm and Misc. Farm operations is legal and justified. If not, to what relief the workman is entitled and from which date?

2. Today the case was fixed for filing of claim statement by the workman. None has put up appearance on behalf of the workman despite notice. No claim statement has been filed since 1999. It appears that workman is not interested to pursue with the present reference. In view of the above, the present reference is returned to the Ministry for want of prosecution. Appropriate Government be informed.

Chandigarh,

-28-2-2001.

B. L. JATAV, 'Presiding Officer

नई दिल्ली, 25 अप्रैल, 2001

का. अ. 1031.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सी. एस. आई. आर. के प्रबंधन के संबद्ध नियोक्ताओं और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, 'चण्डीगढ़' के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-4-2001 को प्राप्त हुआ था।

[सं. एल.-42012/103/99-आई आर (डी यू)]

कुलदीप राय वर्मा, डेस्क अधिकारी

S.O. 1031.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal/Labour Court, Chandigarh, as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of C.S.I.R. and their workman, which was received by the Central Government on 25-4-2001.

[No. L-42012/103/99-IR(DU)]

KULDIP RAI VERMA, Desk Officer

## ANNEXURE

BEFORE SH. B. L. JATAV, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHANDIGARH

Case No. ID 203 of 1999

The President, Labour Union Central Institute of Medicinal & Aromatic Plants, Bonera, PULWAMA (KMR).

.....Union

V/s.

The Scientist Incharge, CIMAP (CSIR), Field Station, Bonera, Pulwama.

.....Management.

## APPEARANCES :

For the Workman/Union—None.

For the Management—Shri I. S. Sidhu.

## AWARD

(Passed on 28-2-2001)

Then Central Government vide Gazette Notification No. L-42012/103/99-IR(DU) dated 27-9-1999 has referred the following dispute to this Tribunal for adjudication :

1. "Whether the action of the management of CSIR represented by Scientist Incharge, CIMAP in terminating the services of Shri Mushtaq Ahmed Wani a daily rated workman w.e.f. 1983 and converting him into contract labour is just and legal. If not, to what relief he is entitled and from what date?"
2. Whether the action of the management of CSIR represented by Scientist Incharge, CIMAP, Pulwama in employing Sh. Mushtaq Ahmed Wani as contract labour through different contractors w.e.f. 1983 to date, on perennial/permanent nature of employment i.e. Security of Farm and Misc. Farm operations is legal and justified. If not, to what relief the workman is entitled and from which date?

2. Today the case was fixed for filing of claim statement by the workman. None has put in appearance

on behalf of the workman. The representative of the management has filed the affidavit of the workman deposing that the workman is not interested in pursuing the reference any further. In view of the affidavit if the workman, the present reference is returned to the Ministry for want of prosecution. Appropriate Government be informed.

Chandigarh,

28-2-2001.

B. L. JATAV, Presiding Officer

नई दिल्ली, 25 अप्रैल, 2001

का. आ. 1032 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सी. एस. आई. आर. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चण्डीगढ़ के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-4-2001 को प्राप्त हुआ था।

[सं. एन.-42012/104/99-आई आर (डीय)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 25th April, 2001

S.O. 1032.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal/Labour Court, Chandigarh, as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of CSIR and their workman, which was received by the Central Government on 25-4-2001.

[No. L-42012/104/99-IR(DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

BEFORE SH. B. L. JATAV, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHANDIGARH

Case No. I.D. 198 of 1999

The President, Labour Union Central Institute of Medicinal & Aromatic Plants, Bonera, PULWAMA (KMR),

..... Union,

V/s.

The Scientist Incharge, CIMAP (CSIR), Field Station, Bonera, Pulwama,

..... Management

APPEARANCES:

For the Workman Union—None.

For the Management—Shri J. S. Sidhu.

AWARD

(Passed on 28-2-2001)

Then Central Government vide Gazette Notification No. L-42012/104/99-IR(DU) dated 27-9-1999

has referred the following dispute to this Tribunal for adjudication:

1. "Whether the action of the management of CSIR represented by Scientist Incharge, CIMAP in terminating the services of Shri Ab. Ahad Dar a daily rated workman w.e.f. 1983 and converting him into contract labour is just and legal. If not, to what relief he is entitled and from what date?"
2. Whether the action of the management of CSIR represented by Scientist Incharge, CIMAP, Pulwama in employing Sh. Ab. Ahad Dar as contract labour through different contractors w.e.f. 1983 to date, on perennial/permanent nature of employment i.e. Security of Farm and Misc. Farm operations is legal and justified. If not, to what relief the workman is entitled and from which date?

2. Today the case was fixed for filing of claim statement by the workman. None has put up appearance on behalf of the workman. The representative of the management has filed the affidavit of the workman deposing that the workman is not interested in pursuing the reference any further. In view of the affidavit of the workman, the present reference is returned to the Ministry for want of prosecution. Appropriate Government be informed.

Chandigarh,

28-2-2001.

B. L. JATAV, Presiding Officer

नई दिल्ली, 25 अप्रैल, 2001

का. आ. 1033 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सी. एस. आई. आर. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चण्डीगढ़ के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-4-2001 को प्राप्त हुआ था।

[सं. एन.-42012/110/99-आई आर (डीय)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 25th April, 2001

S.O. 1033.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal/Labour Court, Chandigarh, as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of CSIR and their workman, which was received by the Central Government on 25-4-2001.

[No. L-42012/110/99-IR(DU)]

KULDIP RAI VERMA, Desk Officer

## ANNEXURE

BEFORE SHRI B. L. JATAV, PRESIDING  
OFFICER, CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR  
COURT, CHANDIGARH

Case No. I.D. 213 of 1999

The President, Labour Union Central  
Institute of Medicinal and Aromatic  
plants, Bonera, Pulwama (KMR) ...Union

V/s.

The Scientist Incharge,  
CIMAP (CSIR), Field Station,  
Bonera, Pulwama. ...Management.

## APPEARANCES :

For the Workman, Union.—None.

For the Management.—Shri I. S. Sidhu.

## AWARD

(Passed on 28-2-2001)

Then Central Government vide Gazette Notification No. L-42012/110/99/IR(DU) dated 29-9-1999 has referred the following dispute to this Tribunal for adjudication :

1. "Whether the action of the management of CSIR represented by Scientist Incharge, CIMAP in termination the services of Shri Jalal-Din-Dar a daily rated workman w.e.f. 1983 and converting him into contract labour is just and legal. If not, to what relief he is entitled and from what date ?
2. Whether the action of the management of CSIR represented by Scientist Incharge, CIMAP, Pulwama in employing Shri Jalal-Din-Dar as contract labour through different contractors w.e.f. 1983 to date, on perennial/permanent nature of employment i.e. Security of Farm and Misc. Farm operations is legal and justified. If not, to what relief the workman is entitled and from which date ?

Today the case was fixed for filing of claim statement by the workman. None has put up appearance on behalf of the workman. The representative of the management has filed the affidavit of the workman deposing that the workman is not interested in pursuing the reference any further. In view of the affidavit of the workman, the present reference is returned to the Ministry for want of prosecution. Appropriate Government be informed.

CHANDIGARH.

28-2-2001.

B. L. JATAV, Presiding Officer

नई दिल्ली 25 अप्रैल, 2001

का. आ. 1034 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सी. एम. आई. आर. के प्रबंधन के

संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनबद्ध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण लण्डीगढ़ के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-4-2001 को प्राप्त हुआ था।

[सं. एन -42012/111/99-आई आर ( डी यू )]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 25th April, 2001

S.O. 1034.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal/Labour Court, Chandigarh, as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of CSIR and their workman, which was received by the Central Government on 25-4-2001.

[No. L-42012/111/99-IR(DU)]

KULDIP RAI VERMA, Desk Officer

## ANNEXURE

BEFORE SHRI B. L. JATAV, PRESIDING  
OFFICER, CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR  
COURT, CHANDIGARH

Case No. I.D. 202 of 1999

The President, Labour Union Central  
Institute of Medicinal and Aromatic  
plants, Bonera, Pulwama (KMR). Union.

V/s.

The Scientist Incharge,  
CIMAP (CSIR), Field Station,  
Bonera, Pulwama. ...Management.

## APPEARANCES :

For the Workman, Union.—None.

For the Management.—Shri I. S. Sidhu.

## AWARD

(Passed on 28-2-2001)

Then Central Government vide Gazette Notification No L-42012/111/99/IR(DU) dated 27-9-1999 has referred the following dispute to this Tribunal for adjudication :

1. "Whether the action of the management of CSIR represented by Scientist Incharge, CIMAP in terminating the services of Shri Ab. Gani Ganje a daily rated workman w.e.f. 1983 and converting him into contract labour is just and legal. If not, to what relief he is entitled and from what date ?
2. Whether the action of the management of CSIR represented by Scientist Incharge, CIMAP, Pulwama is employing Shri Ab. Gani Ganje as contract labour through different contractors w.e.f. 1983 to date, on perennial/permanent nature of employment i.e. Security of Farm and Misc. Farm

operations is legal and justified. If not, to what relief the workman is entitled and from which date?

Today the case was fixed for filing of claim statement by the workman. None has put up appearance on behalf of the workman. The representative of the management has filed the affidavit of the workman deposing that the workman is not interested in pursuing the reference any further. In view of the affidavit of the workman, the present reference is returned to the Ministry for want of prosecution. Appropriate Government be informed.

CHANDIGARH.

28-2-2001.

B. L. JATAV, Presiding Officer

नई दिल्ली, 25 अप्रैल, 2001

का. आ. 1035.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सी. एस. आई. आर. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चण्डीगढ़ के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-4-2001 को प्राप्त हुआ था।

[स. एल.-42012/125/99-आई आर (डी यू)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 25th April, 2001

S.O. 1035.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal/Labour Court, Chandigarh, as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of CSIR and their workmen, which was received by the Central Government on 25-4-2001.

[No. L-42012/125/99-IR(DU)]

KULDIP RAI VERMA, Desk Officer

#### ANNEXURE

BEFORE SHRI B. L. JATAV, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHANDIGARH

Case No. I.D. 201 of 1999

The President, Labour Union,  
Central Institute of Medical and Aromatic  
Plants, Bonera, Pulwama (KMR). . . Union.

V/s,

The Scientist Incharge,  
CIMAP (CSIR), Field Station,  
Bonera, Pulwama.

Management.

#### APPEARANCES :

For the Workman, Union.—None,

1364 G/2001—10.

For the Management.—Shri I. S. Sidhu.

#### AWARD

(Passed on 28-2-2001)

Then Central Government vide Gazette Notification No. L-42012/125/99/IR(DU) dated 27-9-1999 has referred the following dispute to this Tribunal for adjudication :

1. "Whether the action of the management of CSIR represented by Scientist Incharge, CIMAP in terminating the services of Shri Mushtaq Ahmad a daily rated workman w.e.f. 1983 and converting him into contract labour is just and legal. If not, to what relief he is entitled and from what date?
2. Whether the action of the management of CSIR represented by Scientist Incharge, CIMAP, Pulwama in employing Sh. Mustaq Ahmad as contract labour through Different contracts w.e.f. 1983 to date, on perennual/permanent nature of employment i.e. Security of Farm and Misc. Farm operations is legal and justified. If not, to what relief the workman is entitled and from which date?

Today the case was fixed for filing of claim statement by the workman. None has put up appearance on behalf of the workman. The representative of the management has filed the affidavit of the workman deposing that the workman is not interested in pursuing the reference any further. In view of the affidavit of the workman, the present reference is returned to the Ministry for want of prosecution. Appropriate Government be informed.

CHANDIGARH.

28-2-2001.

B. L. JATAV, Presiding Officer

नई दिल्ली, 25 अप्रैल, 2001

का. आ. 1036.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सी. एस. आई. आर. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चण्डीगढ़ के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-4-2001 को प्राप्त हुआ था।

[स. एल.-42012/126/99-आई आर (डी यू)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 25th April, 2001

S.O. 1036.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal/Labour Court, Chandigarh, as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of CSIR and their workman,

which was received by the Central Government on 25-4-2001.

[No. L-42012/126/99-IR(DU)]

KULDIP RAI VERMA, Desk Officer

### ANNEXURE

BEFORE SHRI B. L. JATAV, PRESIDING  
OFFICER, CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR  
COURT, CHANDIGARH

Case No. I.D. 211 of 1999

The President, Labour Union,  
Central Institute of Medical and Aromatic  
Plants, Bonera, Pulwama (KMR). Union.

V/s.

The Scientist Incharge,  
CIMAP (CSIR), Field Station  
Bonera, Pulwama. Management.

### APPEARANCES :

For the Workman, Union—None

For the Management.—Shri I. S. Sidhu.

### AWARD

(Passed on 28-2-2001)

Then Central Government vide Gazette Notification No. L-42012/126/99/IR(DU) dated 29-9-1999 has referred the following dispute to this Tribunal for adjudication :

1. "Whether the action of the management of CSIR represented by Scientist Incharge, CIMAP in termination the services of Gh. Mohd Sheikh a daily rated workman w.e.f. 1983 and converting him into contract labour is just and legal. If not, to what relief he is entitled and from what date ?
2. Whether the action of the management of CSIR represented by Scientist Incharge, CIMAP, Pulwama in employing Gh. Mohd. Sheikh as contract labour through Different contracts w.e.f. 1983 to date, on perennial/permanent nature of employment i.e. Security of Farm and Misc. Farm operations is legal and justified. If not, to what relief the workman is entitled and from which date ?

Today the case was fixed for filing of claim statement by the workman. None has put up appearance on behalf of the workman despite notice. No claim statement has been filed since 1990. It appears that workman is not interested to pursue with the present reference. In view of the affidavit of the workman, the present reference is returned to the Ministry for want of prosecution. Appropriate Government be informed.

CHANDIGARH.

28-2-2001.

B. L. JATAV, Presiding Officer

नई दिल्ली, 25 अप्रैल, 2001

वा.मा. 1037—औद्योगिक विवाद अधिनियम, 1947 (1917 का 11) की धारा 17 के अनुपूरण में, केन्द्रीय सरकार सी.एस.आई.आर. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चण्डीगढ़ के पंचाट को प्रवर्तित करता है, जो केन्द्रीय सरकार को 25-4-2001 को प्राप्त हुआ था।

[स. एन.-12012/127/99-आई प्रार (डी यू)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 25th April, 2001

S.O. 1037.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal/Labour Court, Chandigarh, as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of CSIR and their workmen, which was received by the Central Government on 25-4-2001.

[No. L-42012/127/99-IR(DU)]

KULDIP RAI VERMA, Desk Officer

### ANNEXURE

BEFORE SHRI B. L. JATAV, PRESIDING  
OFFICER, CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR  
COURT, CHANDIGARH

Case No. I.D. 200 of 1999

The President, Labour Union  
Central Institute of Medicinal and Aromatic  
plants, Bonera, Pulwama (KMR). Union.

V/s.

The Scientist Incharge,  
CIMAP (CSIR), Field Station,  
Bonera, Pulwama. Management.

### APPEARANCES :

For the Workman, Union.—None.

For the Management.—Shri I. S. Sidhu.

### AWARD

(Passed on 28-2-2001)

Then Central Government vide Gazette Notification No. L-42012/127/99/IR(DU) dated 27-9-1999 has referred the following dispute to this Tribunal for adjudication :

1. "Whether the action of the management of CSIR represented by Scientist Incharge, CIMAP in terminating the services of Shri Mohd Maqbool Mir a daily rated workman w.e.f. 1983 and converting him into contract labour is just and legal. If not, to what relief he is entitled and from what date ?

2. Whether the action of the management of CSIR represented by Scientist Incharge, CIMAP, Pulwama in employing Shri Mohd Maqbool Mir as contract labour through different contractors w.e.f. 1983 to date, on perennial/permanent nature of employment i.e. Security of Farm and Misc. Farm operations is legal and justified. If not, to what relief the workman is entitled and from which date?

Today the case was fixed for filing of claim statement by the workman. None has put up appearance on behalf of the workman. The representative of the management has filed the affidavit of the workman deposing that the workman is not interested in pursuing the reference any further. In view of the affidavit of the workman, the present reference is returned to the Ministry for want of prosecution. Appropriate Government be informed.

B. L. JATAV, Presiding Officer  
CHANDIGARH.  
28-2-2001.

नई दिल्ली, 25 अप्रैल, 2001

का.आ. 1038—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सी.एस.आई.आर. के पब्लिश के सबद्ध नियोजका और उनके कर्मकारों के बीच, अनुवध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चण्डीगढ़ के पचाट को प्रवाहित करती है, जो केन्द्रीय सरकार का 25-4-2001 को प्राप्त हुआ था।

[स एल-42012/128/99-आई आर (डी यू)]  
कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 25th April, 2001

S.O. 1038.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal/Labour Court, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of CSIR and their workman, which was received by the Central Government on 25-4-2001.

[No. L-42012/128/99-IR(DU)]  
KULDIP RAI VERMA, Desk Officer

#### ANNEXURE

BEFORE SHRI B. L. JATAV, PRESIDING  
OFFICER, CENTRAL GOVT., INDUS-  
TRIAL TRIBUNAL-CUM LABOUR  
COURT, CHANDIGARH

Case No. I.D. 204 of 1999

The President, Labour Union Central Institute of Medicinal & Aromatic Plants, Bonera, PULWAMA (KMR). . . Union.

V/s.

The Scientist Incharge CIMAP (CSIR),  
Field Station Bonera, Pulwama. . . Management.

#### APPEARANCES

For the Workman : Union None.

For the Management : . . Shri  
I. S. Sidhu.

#### AWARD

(PASSED ON 28-2-2001)

Then Central Govt. vide Gazette Notification No. L-42012/128/99/IR(DU) dated 27-9-1999 has referred the following dispute to this Tribunal for adjudication :

1. "Whether the action of the management of CSIR represented by Scientist Incharge CIMAP in terminating the services of Shri Mohd Akbar Dar a daily rated workman w.e.f. 1983 and converting him into contract labour is just and legal. If not, to what relief he is entitled and from what date ?
2. Whether the action of the management of CSIR represented by Scientist Incharge, CIMAP, Pulwama in employing Sh. Mohd Akbar Dar as contract labour through different contractors w.e.f. 1983 to date, on perennial/permanent nature of employment i.e. Security of Farm and Misc. Farm operations is legal and justified. If not, to what relief the workman is entitled and from which date ?"

2. Today the case was fixed for filling of claim statement by the workmen. None has put up appearance on behalf of the workman despite notice. No claim statement has been filed since 1999. It appears that workman is not interested to pursue with the present reference. In view of the above, the present reference is returned to the Ministry for want of prosecution. Appropriate Govt. be informed.

Chandigarh, 2  
28-2-2001.

B. L. JATAV, Presiding Officer

नई दिल्ली, 25 अप्रैल, 2001

का.आ. 1039.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सी.एस.आई.आर. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चण्डीगढ़ के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार का 25-4-2001 को प्राप्त हुआ था।

[सं. एल-42012/129/99-आई आर (डी यू)]  
कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 25th April, 2001

S.O. 1039.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal/Labour Court, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of CSIR and their workman, which was received by the Central Government on 25-4-2001.

[No. L-42012/129/99-IR(DU)]  
KULDIP RAI VERMA, Desk Officer

#### ANNEXURE

BEFORE SHRI B. L. JATAV, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHANDIGARH

Case No. I.D. 212 of 1999

The President Labour Union Central Institute of Medicinal & Aromatic plants, Bonera, PULWAMA (KMR). .. Unoin.

V/s.

The Scientist Incharge, CIMAP (CSIR), Field Station, Bonera, Pulwama, .. Management.

#### APPEARANCES

For the Workman : Union None.

For the Management : Shri I. S. Sidhu.

#### AWARD

(PASSED ON 28-2-2001)

Then Central Govt. vide Gazette Notification No. L-42012/129/99/IR(DU) dated 29-9-1999 has referred the following dispute to this Tribunal for adjudication :

1. "Whether the action of the management of CSIR represented by Scientist Incharge, CIMAP in terminating the services of Shri Ab. Salam Mir a daily rated workman w.e.f. 1983 and converting him into contract labour is just and legal. If not, to what relief he is entitled and from what date ?
2. Whether the action of the management of CSIR represented by Scientist Incharge, CIMAP, Pulwama in employing Ab. Salam Mir as contract labour through different contractors w.e.f. 1983 to date, on perennial/permanent nature of employment i.e. Security of Farm and Misc. Farm operations is legal and justified. If not, to what relief the workman is entitled and from which date ?"

Today the case was fixed for filing of claim statement by the workman. None has put up appearance on behalf of the workman. The representative of the management has filed the affidavit of the workman deposing that the workman is not interested in pursuing the reference any further. In view of the affidavit of the workman, the present reference is returned to the Ministry for want of prosecution. Appropriate Govt. be informed.

B. L. JATAV, Presiding Officer  
CHANDIGARH  
28-2-2001,

नई दिल्ली, 25 अप्रैल, 2001

का.आ. 1040.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सी.एस.आई.आर. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चण्डीगढ़ के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार का 25-4-2001 को प्राप्त हुआ था।

[सं. एल-42012/130/99-आई आर (डी यू)]  
कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 25th April, 2001

S.O. 1040.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of

C.S.I.R. and their workman, which was received by the Central Government on 25-4-2001.

[No. L-42012/130/99-IR(DU)]

KULDIP RAI VERMA, Desk Officer

#### ANNEXURE

BEFORE SHRI B. L. JATAV, PRESIDING  
OFFICER, CENTRAL GOVT. INDUSTRIAL  
TRIBUNAL-CUM-LABOUR COURT,  
CHANDIGARH

Case No. ID/210 of 1999

The President, Labour Union Central Institute of  
Medicinal and Aromatic Plants, Bonera,  
PULWAMA (KMR).

..... Union.

V/S

The Scientist Incharge, CIMAP (CSIR), Field  
Station, Bonera, Pulwama.

... ..Management.

#### APPEARANCES :

For the Workman : Union—None.

For the Management : Shri I. S. Sidhu.

#### AWARD

(Passed on 28-2-2001)

Then Central Govt. vide Gazette Notification No. L-42012/130/99/IR(DU) dated 29-9-1999 has referred the following dispute to this Tribunal for adjudication:

1. "Whether the action of the management of CSIR represented by Scientist Incharge, CIMAP in terminating the services of Shri Bashir Ahmed Mir a daily rated workman w.e.f. 1983 and converting him into contract labour is just and legal. If not, to what relief he is entitled and from what date ?
2. Whether the action of the management of CSIR represented by Scientist Incharge, CIMAP, Pulwama in employing Sh. Bashir Ahmed Mir as contract labour through different contractors w.e.f. 1983 to date, on perennial/permanent nature of employment i.e. Security of Farm and Misc. Farm operations is legal and justified. If not, to what relief the workman is entitled and from which date ?"

Today the case was fixed for filing of claim statement by the workman. None has put up appearance on behalf of the workman. The representative of the management has filed the affidavit of the workman deposing that the workman is not interested in pursuing the reference any further. In view of the affidavit of the workman, the present reference is returned to the Ministry for want of prosecution. Appropriate Govt. be informed.

Chandigarh. 28-2-2001.

B. L. JATAV, Presiding Officer

नई दिल्ली, 25 अप्रैल, 2001

का.प्रा. 1041. : औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सी.एस.आई.आर. के प्रबंधन के सबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चण्डीगढ़ के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-4-2001 को प्राप्त हुआ था।

[सं. एल-42012/131/99-आई आर (डीयू)]  
कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 25th April, 2001

S.O. 1041.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of CSIR and their workman, which was received by the Central Government on 25-4-2001.

[No. L-42012/131/99-IR(DU)]

KULDIP RAI VERMA, Desk Officer

#### ANNEXURE

BEFORE SHRI B. L. JATAV, PRESIDING  
OFFICER, CENTRAL GOVT. INDUSTRIAL  
TRIBUNAL-CUM-LABOUR COURT,  
CHANDIGARH

Case No. ID/207 of 1999

The President, Labour Union Central Institute  
of Medicinal and Aromatic Plants, Bonera,  
PULWAMA (KMR).

... ..Union.

V/S.

The Scientist Incharge, CIMAP (CSIR), Field  
Station, Bonera, Pulwama.

.....Management.

#### APPEARANCES :

For the Workman : Union—None.

For the Management : Shri I. S. Sidhu.

#### AWARD

(Passed on 28-2-2001)

Then Central Govt. vide Gazette Notification No. L-42012/131/99/IR(DU) dated 29-9-1999 has referred the following dispute to this Tribunal for adjudication.

1. "Whether the action of the management of CSIR represented by Scientist Incharge, CIMAP in terminating the services of Shri Aziz Bhat a daily rated workman w.e.f. 1983 and converting him into contract Labour is just and legal. If not to what relief he is entitled and from what date?

2. Whether the action of the management of CSIR represented by Scientist Incharge, CIMAP, Pulwama in employing Sh. Aziz Bhat as contract labour through different contractors w.e.f. 1983 to date on perennial/permanent nature of employment i.e. Security of Farm and Misc. Farm operations is legal and justified? If not, to what relief the workman is entitled and from which date?"

Today the case was fixed for filing of claim statement by the workman. None has put up appearance on behalf of the workman. The representative of the management has filed the affidavit of the workman deposing that the workman is not interested in pursuing the reference any further. In view of the affidavit of the workman, the present reference is returned to the Ministry for want of prosecution. Appropriate Govt. be informed.

CHANDIGARH,

28-2-2001.

B. L. JATAV, Presiding Officer

नई दिल्ली, 25 अप्रैल, 2001

का.आ. 1042: औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सी.एस.आई.आर. के प्रबंधन के सबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चण्डीगढ़ के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार का 25-4-2001 को प्राप्त हुआ था।

[सं. एल-42012/132/99-आई आर (डीयू)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 25th April, 2001

S.O. 1042.i—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of CSIR and their workman, which was received by the Central Government on 25-4-2001.

[No. L-42012/132/99-IR(DU)]

KULDIP RAI VERMA, Desk Officer

#### ANNEXURE

BEFORE SHRI B. L. JATAV, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHANDIGARH

Case No. ID/209 of 1999

The President, Labour Union Central Institute of Medical and Aromatic Plants, Bonera, PULWAMA (KMR).

.....Union

V/S.

The Scientist Incharge, CIMAP (CSIR), Field Station Bonera, Pulwama.

.....Management.

#### APPEARANCES :

For the Workman : Union—None.

For the Management : Shri I. S. Sidhu.

#### AWARD

(Passed on 28-2-2001)

Then Central Govt. vide Gazette Notification No. L-42012/132/99/IR(DU) dated 29-9-1999 has referred the following dispute to this Tribunal for adjudication:

1. "Whether the action of the management of CSIR represented by Scientist Incharge, CIMAP in terminating the services of Shri Muzaffar Ahmed Mala duly rated workman w.e.f. 1983 and converting him into contract labour is just and legal. If not, to what relief he is entitled and from what date?"
2. Whether the action of the management of CSIR represented by Scientist Incharge, CIMAP, Pulwama in employing Shri Muzaffar Ahmed Mala as contract labour through different contractors w.e.f. 1983 to date on perennial/permanent nature of employment i.e. Security of Farm and Misc. Farm operations is legal and justified. If not, to what relief the workman is entitled and from which date?"

2. Today the case was fixed for filing of claim statement by the workman. None has put up appearance on behalf of the workman despite notice. No claim statement has been filed since 1999. It appears that workman is not interested to pursue with the present reference. In view of the above, the present reference is returned to the Ministry for want of prosecution. Appropriate Govt. be informed.

CHANDIGARH

28-2-2001.

B. L. JATAV, Presiding Officer

नई दिल्ली, 25 अप्रैल, 2001

का.आ. 1043: औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सी.एस.आई.आर. के प्रबंधन के सबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चण्डीगढ़ के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-4-2001 को प्राप्त हुआ था।

[सं. एल-42012/133/99-आई आर (डीयू)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 25th April, 2001

S.O. 1043.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Chandigarh as

shown in the Annexure in the Industrial Dispute between the employers in relation to the management of CSIR and their workman, which was received by the Central Government on 25-4-2001.

[No. L-42012/133/99/-IR(DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

BEFORE SHRI B. L. JATAV, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHANDIGARH

Case No. ID/208 of 1999

The President, Labour Union Central Institute of Medicinal and Aromatic Plants, Bonera, PULWAMA (KMR), Union.

V/S

The Scientist Incharge, CIMAP (CSIR), Field Station, Bonera, Pulwama.

.....Management.

APPEARANCES .

For the Workman : Union---None.

For the Management : Shri I. S. Sidhu.

AWARD

(Passed on 28-2-2001)

Then Central Govt. vide Gazette Notification No. L-42012/133/99/IR(DU) dated 29-9-1999 has referred the following dispute to this Tribunal for adjudication :

1. "Whether the action of the management of CSIR represented by Scientist Incharge, CIMAP in terminating the services of Sh. Gh. Hasan Bhat a daily rated workman w.e.f. 1983 and converting him into contract labour is just and legal. If not, to what relief he is entitled and from what date?
2. Whether the action of the management of CSIR represented by Scientist Incharge, CIMAP, Pulwama in employing Sh. Gh. Hasan Bhat as contract labour through different contractors w.e.f. 1983 to date on perenial/permanent nature of employment i.e. Security of Farm and Misc Farm operations is legal and justified. If not, to what relief the workman is entitled and from which date ?

Today the case was fixed for filing of claim statement by the workman. None has put up appearance on behalf of the workman. The representative of the management has filed the affidavit of the workman deposing that the workman is not interested in pursuing the reference any further. In view of the affidavit of the workman, the present reference is returned to the Ministry for want of prosecution. Appropriate Govt. be informed.

CHANDIGARH.

28-2-2001.

B. L. JATAV, Presiding Officer

नई दिल्ली, 25 अप्रैल, 2001

का.मा. 1044 .--आंदोलनिक विवाद अधिनियम, 1947 (1947 का 14) को धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल इन्स्टीट्यूट फॉर रिसर्च ऑन बुफैलोस के प्रबंधन तंत्र के संबंध में नियोजकों और उनके कामगारों के बीच, अनुबंध में निहित आंदोलनिक विवाद में केन्द्रीय सरकार आंदोलनिक अधिकरण चण्डीगढ़ के पचाट का प्रकाशित करती है, जो केन्द्रीय सरकार को 25-4-2001 को प्राप्त हुआ था ।

[स. एन-42012/149/92-आईआर (डीयू)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 25th April, 2001

S.O. 1044.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Central Instt. for Research on Bufaloes and their workman, which was received by the Central Government on 25-4-2001.

[No. L-42012/149/92-IR(DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

BEFORE SHRI B. L. JATAV, PRESIDING OFFICER, CENTRAL GOVT., INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHANDIGARH

Case No. I.D. 148 of 1993

PRESIDENT:

Distt: Agriculture Worker's Union  
123/5, Jawahar Nagar, Hissar.

.....Petitioner.

V/s.

Director,  
Central Instt. for Research,  
on Bufaloes, Hissar-125001

.....Respondent.

REPRESENTATIVES :

For the workman : Sh. Darshan Singh.

For the Management : Rameet Sharma.

AWARD

(Passed on 2nd March, 2001)

The Central Govt. Ministry of Labour vide Notification No. L-42012/149/92-I.R.(D.U.) dated 7th December 1993 has referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of Central Instt. for Research on Bufaloes, Hissar is not giving wages on the principal of "Equal Wages for Equal Work" to Sh. Ved Parkash, workman is justified? If not, what relief the workman is entitled to and from what date?"

2. Today the case was fixed for appearance of the workman. The rep. of the workman appeared and made the statement that the workman does not want to pursue with the present reference. In view of the above, the present reference is returned to the Ministry as not pressed. Appropriate Govt. be informed.

CHANDIGARH.

Camp : Hissar.

22-3-2001.

B. L. JATAV, Presiding Officer

नई दिल्ली, 25 अप्रैल, 2001

का.आ. 1045.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार जवाहर नवोदय विद्यालय के प्रबंधन के संबंध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय औद्योगिक अधिकरण अजमेर के पंचवट की प्रकाशित करती है, जो केन्द्रीय सरकार को 25-4-2001 को प्राप्त हुआ था।

[स एल-42012/197/96-आई.आर. (डी.यू.)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 25th April, 2001

S.O. 1045.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal/Labour Court, Ajmer, as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Jawahar Navodaya Vidyalaya and their workman, which was received by the Central Government on 25-4-2001

[No. L-42012/197/96-IR(DU)]

KULDIP RAI VERMA, Desk Officer

अनुबंध

न्यायालय श्रम एवं औद्योगिक न्यायधिकरण, अजमेर, (राज.)

पीठासीन अधिकारी : श्री श्यामसुन्दर पुरोहित आर एच जे.एम

सी.आई.टी.आर 12/97

(रेफरेंस नं. एल. 42012/197/96 आई.आर. (डी.यू.)

(दि. 13-6-97)

श्री अमरसिंह पुत्र श्री रतनसिंह म नं 35/75, काली माई मोहल्ला, नसीराबाद, जिला अजमेर

प्रार्थी/श्रमिक

बनाम

प्राचार्य, जवाहर नवोदय विद्यालय, नांदला, जिला अजमेर

अप्रार्थी/नियोजक

उपस्थित श्री भगवान सिंह चौहान, विद्वान अधिवक्ता, प्रार्थी  
श्री हर्वासिंह मिश्रान अधिवक्ता, अप्रार्थी

दिनांक 07- 4-2001

अर्वाइ

यह औद्योगिक विवाद भारत सरकार श्रम मंत्रालय के डेस्क अधिकारी की ओर से इस औद्योगिक न्यायधिकरण को अधिनियमित भेजा गया, विवाद इस प्रकार है :—

“क्या श्री अमरसिंह पुत्र श्री रतनसिंह कर्मकार को प्राचार्य जवाहर नवोदय विद्यालय, नांदला जिला अजमेर के द्वारा दि. 26-9-96 को सेवा से पृथक् किया जाना उचित एवं वैध है? यदि नहीं तो श्रमिक किस राहत का अधिकारी है?”

श्रमिक प्रार्थी अमरसिंह को नोटिस दिये जाने पर उसने अपना मांग पत्र प्रस्तुत किया कि श्रमिक को 1-10-93 से 25-6-96 तक चतुर्थ श्रेणी कर्मचारी दैनिक वेतन भोगी के पद पर लगातार कार्य करना रहा उसका कार्य सुतोष जनक रहा लेकिन दि. 26-6-96 को प्रार्थी श्रमिक जब अपनी ड्यूटी पर पहुंचा तो नियोजक द्वारा उसे कार्य पर लेने से मना कर दिया व प्राचार्य जवाहर नवोदय विद्यालय द्वारा उसे मौखिक रूप से यह कहा गया कि उसे नौकरी से हटा दिया गया है प्रार्थी को हटाने का न तो कोई लिखित आदेश न ही कोई नोटिस मुआवजा आदि विद्यालय द्वारा दिया गया। प्रार्थी श्रमिक करीब तीन वर्ष तक नियोजक के अधीन कार्य करता रहा चतुर्थ श्रेणी कर्मचारी के लिए निर्धारित तियमित वेतन शृंखला नियोजक द्वारा प्रदान नहीं की गयी। अप्रार्थी नियोजक ने बिना किसी नोटिस बिना मुआवजा के बिना किसी कारण से हटाकर नैतिक के न्याय सिद्धांत की पालना नहीं की। अतः उपरोक्त आदेश प्रथम दृष्टया निरस्त होने योग्य है। प्रार्थी श्रमिक को हटाये जाने से पूर्ण वेतन भत्ता 1200/रु. प्रतिमाह मिलता था। प्रार्थी श्रमिक को हटाये जाने के बाद अप्रार्थी द्वारा नियुक्त किये गये निधमित वेतन शृंखला के तहत वेतन दिया जा रहा है। अतः दि. 26-6-96 से हटाये जाने की दिनांक से पुनः ड्यूटी पर संस्थापित किये जाने तक की तिथि तक पूर्ण वेतन भत्ते परिणामों को श्रमिक पाने का अधिकारी है और ड्यूटी से हटाने की तिथि से पुनः संस्थापित करने की तिथि तक निरंतर सेवा में माना जावे।

सर्वप्रथम प्रारम्भिक आपत्तियां अतर्गत आदेश 7-नियम 11 व्य. प्र. म. के तहत नियोजक की ओर से प्रस्तुत हुई जिस में कहा गया है कि इस न्यायधिकरण के समक्ष प्रार्थी के पक्ष में कोई वाद हेतु नहीं होने से स्टेटमेंट आफ क्लेम में आवश्यक पक्ष-कारणों का संयोजन नहीं होने से स्टेटमेंट वाद पोषणीय नहीं है। मांग पत्र का जवाब देने हुए नियोजक ने यह कहा कि प्रार्थी का मांग पत्र औद्योगिक विवाद अधिनियम 1947 के प्रावधान के तहत निरस्त होने योग्य है। अप्रार्थी नियोजक का स्थानान्तरण औद्योगिक इकाई नहीं है। प्रार्थी श्रमिक को किसी पद पर नियुक्त नहीं किया गया था। वह दैनिक वेतन भोगी कर्मकार के रूप में मौखिक आदेश द्वारा कार्य की आकस्मिकता कार्य अधिकृतों के कारण कार्य दिया गया था। कार्य समाप्ति के पश्चात् नियोजन स्वतः ही समाप्त हो जाता है। प्रारम्भिक आपत्तियों को दृष्टिगत रखते हुए प्रार्थी का मांग

पत्र औद्योगिक विवाद अधिनियम, 1947 के प्रावधानों की परिधि में नहीं होने से पोषणीय नहीं है। अतः इसे सम्बन्ध निरस्त किया जावे।

अप्रार्थी की ओर से जो लिखित बहस प्रस्तुत की उसका अवलोकन किया गया। प्रार्थी का शपथ पत्र अपने मांग पत्र को आधार बना कर प्रस्तुत हुआ जिसके पुनः लिखने की आवश्यकता नहीं है। उससे प्रति परीक्षण में कहा कि शुरु में नियुक्ति कितने दिन के लिए की मुझे लिखित में नहीं दिया था। छात्रों से पढ़ने, रहने, खाने में कोई पैसा नहीं लेते हैं शुरु में 24/- रु. प्रतिदिन बाथ में 40/- रु. प्रतिदिन मिलते थे। नवोदय विद्यालय में मैं वहीं खाता-पीता था और वहीं सोता रहता था। इसके मैं कोई पैसा नहीं देता था।

नियोजक ने भी अपने मांग पत्र के जवाब को आधार बनाते हुए मनोहर दरियावाली का प्राचार्य जवाहर नवोदय विद्यालय नांवाला का शपथपत्र पेश किया। अपने प्रति-परीक्षण में अप्रार्थी नियोजक का साक्षी मनोहरलाल यह कथन करता है कि यह सही है कि प्रार्थी ने 1-10-93 से 25-6-96 तक चरखासी के पद पर कार्य किया था। 25-6-96 को मौखिक आदेश से प्रार्थी को कहा कि काम पर मत आना। प्रार्थी को नियमित वेतनभान नहीं दिया क्योंकि वो डेली वेजेज पर था। यह गलत है कि दि. 25-6-96 को किसी अन्य व्यक्ति को नियमित रखा हो। दिसम्बर 1999 में एक व्यक्ति को नियमित रखा।

इस पद के लिए प्रार्थी को अलग नहीं किया गया था न ही इसकी आवश्यकता थी। प्रदर्श एम-1 तत्काल आचार्य द्वारा जारी किया गया था -

यह साक्ष्य प्रस्तुत की। हमने उभयपक्ष की साक्ष्य व लिखित बहस का भी अवलोकन किया। प्रदर्श एम-2 के अवलोकन से 1200/- रु. प्रतिमाह वेतन देय होने को विवादित करने का कोई प्रश्न नहीं है। प्रार्थी श्रमिक ने अपना पक्ष रखते हुए लिखित बहस की पुष्टि करते हुए यह दलील दी कि विद्यालय के शिक्षक इसमें कोई दो राय नहीं कि श्रमिक श्रेणी में नहीं आते हैं परंतु उसमें कार्य करने वाले श्रमिक लोग श्रमिक होने से और विद्यालय भी उनके श्रमिक का भुगतान करने से ऐसे कर्मचारों के लिए विद्यालय उद्योग की परिभाषा में होने से औद्योगिक विवाद अधिनियम लागू होते हैं। इस बाबत योग्य अभिभावक ने एल एल जे सुप्रीमकोर्ट पेज 349 बंगलोर वाटर सप्लाई की सीवरेज बोर्ड व अन्य बनाम राजप्पा वाला न्याय निर्णय प्रस्तुत किया जिसमें माननीय उच्चतम न्यायालय ने सात माननीय न्यायाधीशों की पीठ ने उद्योग की परिभाषा में शिक्षण संस्थाओं को भी उद्योग घोषित किया क्योंकि वे ट्रिपल टैस्ट परीक्षणों में खरे उतरते हैं जिसमें नियमित कार्यकाल, नियोजक व श्रमिक के बीच में सहयोग, और मानव आवश्यकताएँ व इच्छा के लिए सेवा में ली जाती हैं। इसके पैरा नं. 82 में यह प्रतिपादित किया कि यदि शिक्षण संस्था भी ट्रिपल टैस्ट में खरी उतरती है उसमें विश्वविद्यालय, महाविद्यालय,

अनुसंधान संस्थान शिक्षण संस्था को उद्योग माना है। ए. आई. आर. 1988 सुप्रीम कोर्ट पेज 1700 मिस ए सुंदरम बाल बनाम गोवा राज्य वाले मामले में स्कूल को उद्योग माना है लेकिन उसमें शिक्षकों को कर्मकार नहीं माना गया। एल एल जे 1999 सुप्रीमकोर्ट कोयूर बोर्ड अरनाकूल व अन्य बनाम इंद्रादेवी पी. एस. व अन्य वाले न्याय निर्णय में यह प्रतिपादित किया कि बंगलोर वाटर सप्लाई की सीवरेज बोर्ड बनाम राजप्पा वाला प्रकरण के निर्णय को मध्य नजर रखते हुए इस हस्तक्षेप की आवश्यकता प्रतीत नहीं होती है।

योग्य अभिभावक ने दूसरा विवाद यह उठाया कि प्रार्थी श्रमिक था और उपरोक्त विद्यालय एक उद्योग जिसमें मौखिक छंटनी में अधिनियम की धारा 25 एफ के आदेशात्मक प्रावधानों की पालना नहीं की गयी है। एक माह का वेतन दिया जाना और प्रत्येक वर्ष के बदले में पंद्रह दिन के औसतन मासिक वेतन दिया जाना अपेक्षित था जिसकी पालना न किये जाने से प्रार्थी श्रमिक समस्त पूर्ववर्ती वेतन लाभों के आधार पर परिलाभ प्राप्त करते हुए कार्य में निरंतरता का आवेदन प्राप्त करने का अधिकारी है। योग्य अभिभावक ने इस हेतु डब्ल्यू एल सी. राज 2000 पेज 130 रामस्वरूप शर्मा बनाम लेबर कोर्ट जयपुर व अन्य वाले मामले में यह प्रतिपादित किया कि याची सेवा समाप्ति के समय सामान्य लिपिक के समान कार्यरत था। 25 एफ का अपालन अभिकरण ने मानकर भूल की कि याची को पुनः पदस्थापित नहीं किया जा सकता। याची सभी परिणामिक सभी लाभों सहित पुनस्थापना का अधिकारी है। दूसरा न्याय दृष्टांत डब्ल्यू एल सी 1999 (ii) पेज 278 प्रस्तुत किया गया शिवदानसिंह बनाम राज. राज्य व अन्य धारा 25 एफ में कर्मकार ने 240 दिन पूर्ण करने के पश्चात् उसकी सेवा का मौखिक पर्यवसान अवैध है। प्रत्यर्थी को सेवा में पुनः रखा जाये व विशेष खर्च का संदाय करे। अंतिम न्याय दृष्टांत 1998 डब्ल्यू एल सी राज. पेज 459 एम. डी. एस. यूनिवर्सिटी, अजमेर बनाम लेबर कोर्ट, अजमेर वाला न्याय दृष्टांत प्रस्तुत किया जिसमें हमारे माननीय उच्च न्यायालय ने प्रतिपादित किया कि उपरोक्त धारा को आकृष्ट करने हेतु 240 दिनों की गणना करने में श्रम न्यायालय ने न कोई भूल की न कोई अवैधता की। श्रम न्यायालय द्वारा निकाला गया निष्कर्ष हस्तक्षेप का दायी नहीं। पिछले पूर्ण वेतन सहित कर्मकार की पुनस्थापना ठीक रहा। इस तरह योग्य अभिभावक ने अपनी बहस समाप्त करते हुए कहा कि प्रार्थी श्रमिक को समस्त पूर्ववर्ती परिलाभों सहित चतुर्थ श्रेणी कर्मचारी के नियमित पद पर सेवा में लिये जाने का आदेश पारित किया जाये और हटाने की तिथि से पुनः संस्थापित करने तक सेवा में निरंतर माना जावे।

इसका जवाब देते हुए नियोजक की ओर से अपना पक्ष रखते हुए योग्य अभिभावक श्री हवासिंह ने यह दलील दी कि शिक्षण संस्था कोई उत्पादन का या वाणिज्यिक व्यवसाय नहीं करती है और नवोदय विद्यालय तो ग्रामीण

प्रतिभाओं को सामने लाने के लिए निःशुल्क शिक्षा प्रदान करती है इसलिए उद्योग की परिभाषा में नवोदय विद्यालय नहीं आता है। यह भी कहा गया कि श्रमिक स्वयं कार्य छोड़कर चला गया। अतः उसे उन्हीं शर्तों पर पुनः सेवा में लिया जा सकता है। लेकिन पूर्ववर्ती परिलाभ नहीं दिये जा सकते हैं। नवोदय विद्यालय उद्योग नहीं होने से इसे श्रमिक इस न्यायाधिकरण से किसी भी तरह का लाभ प्राप्त करने की पात्रता नहीं रखता है और अधिनियम की धारा 25 एफ की पालना करने की भी आवश्यकता नहीं रह जाती है। अपने तर्कों के समर्थन में योग्य अभिभाषक ने सुप्रीमकोर्ट केसेज 1997 पेज 257 प्रोवीजनल रिसर्व लेबोरेट्री बनाम के. जी. शर्मा, वाला न्याय दृष्टांत प्रस्तुत किया। इसमें भौतिक अनुसंधान शोधशाला को अधिनियम की धारा 2 जे के तहत उद्योग नहीं माना गया क्योंकि यह शुद्ध अनुसंधान संस्थान राजकीय कार्य करने के लिए था। इसमें बंगलौर वाटर सप्लाई प्रकरण को भी संदर्भित किया गया। योग्य अभिभाषक ने यह कहा कि यह उद्योग की परिभाषा में नहीं है इसलिए धारा 25 एफ की पालना की आवश्यकता नहीं है फिर भी 1200/- रु. प्रतिमाह पर जैसा कि उन्होंने शपथ पत्र में कहा है जब भी प्रार्थी आना चाहे लेने को तैयार है इसलिए चतुर्थ श्रेणी कर्मचारी का इस समय कोई पद रिक्त नहीं है न ही सृजित किया गया है। दैनिक वेतन भोगी कर्मकार के रूप में उसे नियुक्त किया गया था। इस तरह अपने तर्क अप्रार्थी (नियोजक) की ओर से प्रस्तुत हुए हैं।

हमने अभ्यक्ष के तर्कों पर गहन चर्चा कर लिया है व प्रस्तुतशुदा न्याय दृष्टांतों से मार्गदर्शन प्राप्त कर लिया है। समग्र अध्ययन से निष्कर्ष निकलता है कि बंगलौर वाटर सप्लाई केस जिसमें ट्रिपल टेस्ट को कंसाटी पर शिक्षण संस्थाओं को भी उद्योग होना कहा गया है और अभी तक यह एक अच्छी विधि है, ऐसी सूरत में जहां तक स्कूल के अंदर कर्मकार श्रमिक की परिभाषा में आये और स्कूल उद्योग की हालांकि उसमें शिक्षकगण कर्मकार की परिभाषा में नहीं आते इसलिए हमारे विचार मत में नियोजक द्वारा प्रस्तुत तर्क अधिक सौख्य प्रदान नहीं करते। जब विद्यालय उद्योग होकर उसका दैनिक वेतन भोगी मैस कर्मचारी कर्मकार श्रमिक की परिभाषा में आता है तो अधिनियम की धारा 25 एफ के प्रावधान लागू होते हैं जिसमें यदि एक वर्ष उससे अधिक अवधि से कोई कर्मकार कार्य कर चुका है, निरंतर सेवा में रह चुका है तो उसे एक माह अप्रिम वेतन या नोटिस व और निरंतर सेवा में रहने वाले प्रत्येक वर्ष के लिए पंद्रह दिन का औसत वेतन दिया जाता आवश्यक था और छ माह से अधिक कार्य करने के लिए भी पंद्रह दिन का औसत वेतन दिया जाना अपेक्षित था जो नहीं किया गया है। अतः धारा 25 एफ की पालना के अभाव में यह छठवीं वैध नहीं मानी जा सकती है। अतः सनस्त पूर्ववर्ती परिलाभों के साथ प्रार्थी श्रमिक सेवा में निरंतरता के साथ नियुक्ति प्राप्त करने की पात्रता रखता है।

आदेश

फलतः इस विवाद में यह अधिनिर्णय किया जाना अपेक्षित है कि प्रार्थी श्रमिक अमरसिंह को आचार्य जवाहर नवोदय विद्यालय, नांदला जिला अजमेर के द्वारा 25-6-96 को सेवा से पृथक किया जाना उचित एवं वैध नहीं है क्योंकि औद्योगिक विवाद अधिनियम, 1947 की धारा 25 एफ की पालना नहीं की गयी।

अतः यह अधिनिर्णीत किया जाता है कि प्रार्थी श्रमिक अमरसिंह को औद्योगिक विवाद अधिनियम, 1947 की धारा 25 एफ के आदेशात्मक प्रावधानों की पालना के बगैर दि. 25-6-96 से सेवा से पृथक किया जाना उचित एवं वैध नहीं है। अतः दि. 25-6-96 से प्रार्थी श्रमिक सेवा में बहाली तक समस्त पूर्ववर्ती परिलाभ 1200/- रु. प्रतिमाह के हिसाब से प्राप्त करने का अधिकारी है और दि. 25-6-96 को जो जिस पद पर कार्य कर रहा था उसे पुनः सेवा में बहाल किया जाता है। और प्रार्थी श्रमिक को दि. 25-6-96 से निरंतर सेवा में माना जावे।

श्याम सुंदर पुरोहित, न्यायाधीश

नई दिल्ली, 25 अप्रैल, 2001

का.आ. 1046.—औद्योगिक विवाद अधिनियम, 1947 (1947का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार जवाहर नवोदय विद्यालय के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण अजमेर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-4-2001 को प्राप्त हुआ था।

[सं एल-42012/198/96-आई आर (डीयू)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 25th April, 2001

S.O. 1046.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal/Labour Court, Ajmer as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Jawahar Navodaya Vidyalaya and their workman, which was received by the Central Government on 25-4-2001.

[No. J-42012/198/96-IR(DU)]

KULDIP RAI VERMA, Desk Officer

अनुबंध

न्यायलय श्रम एवं औद्योगिक न्यायधिकरण अजमेर (राज.)

पीएससी अधिकारी श्री श्यामसुंदर पुरोहित, आरएचजेएस

सी.आई.टी.आर. 11/97

रेफरेंस नं. एल. 42012/198/96 आई आर. (डी. य.)  
दि. 18-6-97

श्री धनराज चौधरी पुत्र श्री मांगीलाल जी निवासी ग्राम वपोस्ट बुधानिया वाया नसीराबाद, जिला अजमेर

—प्रार्थी श्रमिक

बनाम

प्राचार्य, जवाहर नवोदय विद्यालय, नांदला जिला अजमेर  
—अप्रार्थी/नियोजक

उपस्थित : श्री बी.डी. गुप्ता, विद्वान अधिवक्ता, प्रार्थी  
: श्री हवा सिंह विद्वान अधिवक्ता अप्रार्थी  
दिनांक 04-4-2001

अवार्ड

यह औद्योगिक विवाद भारत सरकार श्रम मंत्रालय के डेस्क अधिकारी की ओर से इस औद्योगिक न्यायाधिकरण को अधिनियमार्थ भेजा गया, विवाद इस प्रकार है:—

“क्या श्री धनराज चौधरी पुत्र श्री मांगीलाल कर्मकार को प्राचार्य जवाहर नवोदय विद्यालय नांदला जिला अजमेर के द्वारा दि. 16-5-96 को सेवा से पृथक किया जाना उचित एवं बंद है? यदि नहीं तो श्रमिक किस राहत का अधिकारी है?”

प्रार्थी को विवाद प्राप्त होने पर सूचित किये जाने के बाद स्टेटमेंट आफ क्लेम पेश किया, जिसमें दर्शाया है कि शुरू में उसकी नियुक्ति एक वर्ष तक 450/- रु. प्रतिमाह के हिसाब से दैनिक वेतन भोगी कर्मचारी के रूप में मैस-हैल्पर की तरह प्राचार्य, जवाहर नवोदय विद्यालय, नांदला में की गयी। दि. 16-5-96 तक उसे 650/- रु. प्रतिमाह के हिसाब से वेतन का भुगतान किया जाता रहा, पे-शीट के आधार पर टिकट लगाकर भुगतान किया जाता था। यह अधिलेख नियोजक के अधिपत्य एवं कब्जे में है। अप्रार्थी नियोजक प्रार्थी श्रमिक को बिना नोटिस, बिना कोई मुआवजा दिये, अर्बेधानिक रूप से, मौखिक आदेश दि. 16-5-96 के द्वारा सेवा से हटा दिया गया। नियोजक का विद्यालय औद्योगिक विवाद अधिनियम 1947 जिसे आगे अधिनियम कहा जाएगा कि धारा 2 जे में उद्योग की परिभाषा में आता है। प्रार्थी की यह सेवामुक्ति छंटनी की परिधि में आती है जिसमें धारा 25 एफ में दिये गये प्रावधानों की आज्ञापक प्रावधानों की पालना नहीं की गयी है व खुल्लम-खुल्ला इसका उल्लंघन किया गया है। दि. 21-7-93 से 16-5-96 तक लगातार मैस-हैल्पर के पद पर कार्य किया है। अतः प्रार्थी मैस-हैल्पर के पद पर अब वेतनमान 750-940 मय केन्द्रीय महंगाई भत्ते के पाने का अधिकारी बन गया है। प्रार्थी की छंटनी मौखिक आदेश दि. 16-5-96 के द्वारा अर्बेधानिक व शून्य होने से निरस्त होने योग्य है और समस्त वेतन, परिचायक सहित उसे पुन पदस्थापित होने का अधिकारी माना जाये।

इस श्रमिक के स्टेटमेंट आफ क्लेम का जवाब दिया गया व प्रारंभिक आपत्ति की गयी कि प्रार्थी का कोई दाद हेतुक उत्पन्न नहीं होने से इस न्यायाधिकरण के समक्ष उसका स्टेटमेंट आफ क्लेम धोषणीय नहीं है। श्रमिक को जवाहर नवोदय विद्यालय नांदला में दैनिक वेतन भोगी कर्मचारी के रूप में आकस्मिक व अस्थायी रखा गया था। अतः यह नियोजक औद्योगिक विवाद अधिनियम 1947 की परिधि

में नहीं आता है। यह औद्योगिक विवाद इस न्यायाधिकरण को भेजा जाना तो स्वीकार किया गया लेकिन यह कहा गया है कि प्रार्थी श्रमिक को दैनिक वेतन भोगी के आधार पर कार्य कर दैनिक वेतन भुगतान किया गया था। अतः वह छंटनी की परिभाषा में नहीं आता है और दैनिक वेतन भोगी की सेवा का प्रत्यक्षकरण अधिनियम की धारा 25 एफ में भी नहीं आता है। नवोदय विद्यालय एक वाणिज्यिक व आर्थिक उपक्रम नहीं कहा जा सकता है। अतः उद्योग इसे नहीं कहा जावेगा। अतः प्रार्थी का मांगपत्र सब्यय निरस्त किया जावे ;

प्रार्थी श्रमिक की ओर से लिखित बहस प्रस्तुत की व इसका अवलोकन किया गया। अप्रार्थी नियोजक की ओर से भी लिखित बहस का अवलोकन किया गया है। प्रार्थी ने अपने मांग पत्र की पुष्टि में अपना शपथ पत्र प्रस्तुत किया जिससे प्रतिपरीक्षण किया गया है और अप्रार्थी नियोजक की ओर से मोहनलाल दरियानी का शपथपत्र पेश हुआ जिसका हमने अवलोकन कर लिया है।

उभयपक्ष की बहस सुनी गयी। प्रार्थी श्रमिक धनराज चौधरी ने अपने शपथपत्र में कहा है कि बाद में मेरा वेतन 700/- रु. प्रति माह कर दिया गया। अपने मांग पत्र की शपथ पत्र में पुष्टि की। जिसने यह कहा है कि मुझे मौखिक आदेश से दि. 16-5-96 से सेवा से हटा दिया बिना नोटिस की अवधि के वेतन दिये, सेवा से हटा दिया। अपने प्रति परीक्षण में कथन करता है कि ऐसी कोई चीज विद्यालय द्वारा नहीं बनायी जाती जिसका विद्यालय द्वारा उत्पादन किया जाता हो। मैं नवोदय विद्यालय में ही खाता था, वहीं सोता था, नौकरी शुरू करते वक्त 450 व छोड़ते वक्त 700- रु. मिलते थे।

इसी तरह नियोजक की ओर से मोहनलाल दरियानी ने शपथ पत्र में कहा कि उसे यानि प्रार्थी श्रमिक को तदर्थ रूप से दैनिक वेतन भोगी के रूप में रखा गया था। अतः आईडीएक्ट की परिधि में यह नहीं आता है। स्वयं ही कार्य छोड़कर चला गया था। अतः बैकल्पिक व्यवस्था अप्रार्थी को करनी पडी। आज भी प्रार्थी को दैनिक वेतन भोगी के रूप में कार्य करने के लिए पूर्ववत तैयार है। इस साक्षी से प्रतिपरीक्षण हुआ जिसमें नियोजक ने भी यह स्वीकार किया है कि 700/- रु प्रतिमाह उसे देते थे। दि 21-7-93 से दि 16-5-96 तक प्रार्थी ने अवकाशों को छोड़कर लगातार कार्य किया जो प्रदर्श डब्ल्यू-4 लगायत 34 है। मैस-हैल्पर व कर्मचारियों का वेतन अलग व रेग्यूलर कर्मचारियों का वेतन अलग बनता था। बारह आदमी मैस में थे। विद्यालय उद्योग की परिभाषा में नहीं आता है। यह सही है कि मैस का कार्य करने वाले हैल्पर ग्रुप-डी में आता है। यहाँ मात्र साक्ष्य उभयपक्ष की ओर से प्रस्तुत की गयी। हमने जो साक्ष्य के दस्तावेजात प्रस्तुत किये उनका अवलोकन कर लिया व उभयपक्ष की बहस सुनी।

प्रार्थी श्रमिक ने अपना पक्ष रखते हुए व लिखित बहस की पुष्टि करते हुए यह दलील दी कि विद्यालय के शिक्षक इसमें कोई दो राय नहीं कि श्रमिक श्रेणी में नहीं आते हैं परन्तु उसमें कार्य करने वाले श्रमिक लोग श्रमिक होने से और विद्यालय भी उनके श्रमिक का भुगतान करने से ऐसे कर्मचारियों के लिए विद्यालय उद्योग की परिभाषा में होने से औद्योगिक विवाद अधिनियम लागू होते हैं। इस बाबत योग्य अभिभाषक ने एल एल जे सुप्रीम कोर्ट पेज 349 बैंगलोर वाटर सप्लाई की सीवरेज बोर्ड व अन्य बनाम राजप्पा वाला न्याय निर्णय प्रस्तुत किया जिसमें माननीय उच्चतम न्यायालय के सात माननीय न्यायाधीशों की पीठ ने उद्योग की परिभाषा में शिक्षण संस्थाओं को भी उद्योग घोषित किया क्योंकि वे ट्रिपल टेस्ट के परीक्षणों में खरे उतरते हैं जिसमें नियमित कार्य कलाप नियोजक व श्रमिक के बीच में सहयोग और मानव आवश्यकताएँ व इच्छा के लिए सेवा में ली जाती है। इसके पैरा नं. 82 में यह प्रतिपादित किया कि यदि शिक्षण संस्था भी ट्रिपल टेस्ट में खरी उतरती है उसमें विश्वविद्यालय महा-विद्यालय, अनुसंधान संस्थान, शिक्षण संस्थान को उद्योग माना है। ए.आई.आर. 1988 सुप्रीम कोर्ट पेज 1700 मिस ए सुंदरम बनाम गोवा राज्य वाले मामले में स्कूल को उद्योग माना है लेकिन उसमें शिक्षकों को कर्मकार नहीं माना गया। एल एल जे 1999 सुप्रीम कोर्ट कोयल बोर्ड अरनासूल व अन्य बनाम इन्द्रादेवी पी.एस. व अन्य वाले न्याय निर्णय में यह प्रतिपादित किया कि बैंगलोर वाटर सप्लाई की सीवरेज बोर्ड बनाम राजप्पा वाला प्रकरण के निर्णय की मदद नजर रखते हुए इसमें हस्तक्षेप की आवश्यकता प्रतीत नहीं होती है।

योग्य अभिभाषक ने दूसरा विवाद यह उठाया कि प्रार्थी श्रमिक था और उपरोक्त विद्यालय एक उद्योग जिसमें मौखिक छंटनी में अधिनियम की धारा 25 एफ के आदेशात्मक प्रावधानों की पालना नहीं की गयी है। एक माह का वेतन दिया जाना और प्रत्येक वर्ष के बदले में पंद्रह दिन के औसत मासिक वेतन दिया जाना अपेक्षित था जिसकी पालना न किये जाने से प्रार्थी श्रमिक समस्त पूर्ववर्ती वेतन लाभों के आधार पर परिणाम प्राप्त करते हुए कार्य में निरंतरता का आदेश प्राप्त करने का अधिकारी है। योग्य अभिभाषक ने इस हेतु डब्ल्यू एल सी राज. 2000 पेज 130 रामस्वरूप शर्मा बनाम लेबर कोर्ट जयपुर व अन्य वाले मामले में यह प्रतिपादित किया कि यात्री सेवा समाप्त के समय सामान्य लिपिक के समान कार्य-रत था। 25 घ का अपालन अधिकरण ने मानकर भूल की कि यात्री को पुनः पदस्थापित नहीं किया जा सकता। यात्री सभी परिणामिक सभी लाभों सहित पुनस्थापना का अधिकारी

है। दूसरा न्याय वृष्टांत डब्ल्यू एल सी 1999 (ii) पेज 278 प्रस्तुत किया गया शिवदान सिंह बनाम राज. राज्य व अन्य धारा 25 एफ में कर्मकार ने 240 दिन पूर्ण करने के पश्चात् उसकी सेवा का मौखिक पर्यवसान अवैध है। प्रत्यर्थी को सेवा पुनः रखी जाय व विशेष खर्च का संदाप करे। अंतिम न्याय वृष्टांत 1998 डब्ल्यू एल सी राज. पेज 459 एम. जी. एम. युनिवर्सिटी, अजमेर बनाम लेबर कोर्ट, अजमेर वाला न्याय वृष्टांत प्रस्तुत किया जिसमें हमारे माननीय उच्च न्यायालय ने प्रतिपादित किया कि उपरोक्त धारा की अग्रकृष्ट करने हेतु 240 दिनों की गणना करने में श्रम न्यायालय ने न कोई भूल की न कोई अवैधता की। श्रम न्यायालय द्वारा निकाला गया निष्कर्ष हस्तक्षेप का दायी नहीं। पिछले पूर्ण वेतन सहित कर्मकार का पुनस्थापना ठीक रहा। इस तरह योग्य अभिभाषक ने अपने अपने बहस सनायत करते हुए कहा कि प्रार्थी श्रमिक को समस्त पूर्ववर्ती परिणामों सहित चतुर्थ श्रेणी कर्मचारी के नियमित पद पर सेवा में लिये जाने का आदेश पारित किया जाये और हटाने की तिथि से पुनः संस्थापित करने तक सेवा में निरंतर मानी जावे।

इसका जवाब देते हुए नियोजक की ओर से अपना पक्ष रखते हुए योग्य अभिभाषक श्री हर्वासिंह ने यह दलील दी कि शिक्षण संस्थाएँ कोई उत्पादन या वाणिज्यिक व्यवसाय नहीं करती हैं और नवोदय विद्यालय तो ग्रामीण प्रतिभाओं को सामने लाने के लिए निःशुल्क शिक्षा प्रदान करती है इसलिए उद्योग की परिभाषा में नवोदय विद्यालय नहीं आता है। यह भी कहा गया कि श्रमिक स्वयं कार्य छोड़कर चला गया। अतः उसे उन्हीं शर्तों पर पुनः सेवा में लिया जा सकता है। लेकिन पूर्ववर्ती परिणाम नहीं दिये जा सकते हैं। नवोदय विद्यालय उद्योग नहीं होने से इसे श्रमिक इस न्यायाधिकरण से किसी भी तरह का लाभ प्राप्त करने की पात्रता नहीं रखता है और अधिनियम की धारा 25 एफ की पालना करने की भी आवश्यकता नहीं रह जाती है। अपने तर्कों के समर्थन में योग्य अभिभाषक ने सुप्रीम कोर्ट केमज 1997 पेज 257 प्रोविजनल रिसर्च लेबोरेट्री बनाम के. जी. शर्मा वाला न्याय वृष्टांत प्रस्तुत किया। इसमें भौतिक अनुसंधान प्रयोगशाला को अधिनियम की धारा 2 के तहत उद्योग नहीं माना गया क्योंकि यह शुद्धतः अनुसंधान संस्थान राजकीय कार्य करने के लिए था। इसमें बैंगलोर वाटर सप्लाई प्रकरण को भी संदर्भित किया गया। योग्य अभिभाषक ने यह कहा कि यह उद्योग की परिभाषा में नहीं है इसलिए धारा 25 एफ की पालना की आवश्यकता नहीं है फिर भी 700-ह. प्रतिमाह पर जैसा कि उन्होंने शपथ पत्र में कहा है जब भी प्रार्थी आना चाहे लेने को तैयार है इसलिए अतुर्थ श्रेणी कर्मचारी का इस समय कोई

पद रिक्त नहीं है न ही सुजित किया गया है। दैनिक वेतन भोगी कर्मकार के रूप में उसे नियुक्त किया गया था। इस तरह अपने तर्क अप्रार्थी नियोजक की ओर से प्रस्तुत हुए हैं।

हमने उभयपक्ष के तर्कों पर मनन कर लिया है व प्रस्तुत सुदा न्याय दृष्टांतों से मार्गदर्शन प्राप्त कर लिया है। समग्र अध्ययन से निष्कर्ष यह निकलता है कि बैंगलोर वाटर सप्लाई केस जिसमें ट्रिपल टेस्ट की कसौटी पर शिक्षण संस्थाओं को भी उद्योग होना कहा गया है और अभी तक यह एक अच्छी विधि है, ऐसी सूरत में जहां तक स्कूल के अंदर कर्मकार श्रमिक की परिभाषा में आयेगे और स्कूल उद्योग की हालांकि उसमें शिक्षकगण कर्मकार की परिभाषा में नहीं आते इसलिए हमारे विनम्र मत में नियोजक द्वारा प्रस्तुत तर्क अधिक सौरभ प्रदान नहीं करते जब विद्यालय उद्योग होकर उसका दैनिक वेतन भोगी मैन कर्मचारी कर्मकार श्रमिक की परिभाषा में आता है तो अधिनियम की धारा 25 एफ के प्रावधान लागू होते हैं जिसमें यदि एक वर्ष उससे अधिक अवधि से कोई कर्मकार कार्य कर चुका है, निरंतर सेवा में रह चुका है तो उसे एक माह अग्रिम वेतन या नोटिस व और निरंतर सेवा में रहने वाले प्रत्येक वर्ष के लिए पंद्रह दिन का औसत वेतन दिया जाना आवश्यक था और छ माह से अधिक कार्य करने के लिए भी पंद्रह दिन का औसत वेतन दिया जाना अपेक्षित था जो नहीं किया गया है। अतः धारा 25 एफ की पालना के अभाव में यह छंटनी वैध नहीं मानी जा सकती है। अतः समस्त पूर्ववर्ती परिलाभों के साथ प्रार्थी श्रमिक पुनः सेवा में निरंतरता के साथ नियुक्ति प्राप्त करने की पालना रखता है।

आदेश

फलतः इस विवाद में यह अधिनिर्णय किया जाना अपेक्षित है कि प्रार्थी श्रमिक धनराज चौधरी को आचार्य जवाहर नवोदय विद्यालय, नांदला जिला अजमेर के द्वारा दि. 16-5-96 को सेवा से पृथक् किया जाना उचित एवं वैध नहीं है क्योंकि औद्योगिक विवाद अधिनियम, 1947 की धारा 25 एफ की पालना नहीं की गयी।

अतः यह अधिनिर्णय किया जाता है कि प्रार्थी श्रमिक धनराज चौधरी को औद्योगिक विवाद अधिनियम, 1947 की धारा 25 एच के आदेशात्मक प्रावधानों की पालना के अंगर दि. 16-5-96 से सेवा से पृथक् किया जान

उचित एवं वैध नहीं है। अतः दि. 16-5-96 से प्रार्थी श्रमिक सेवा में बहाली तक समस्त पूर्ववर्ती परिलाभ 700/- रु. प्रतिमाह के हिसाब से प्राप्त करने का अधिकारी है और दि. 16-5-96 को जो जिस पद पर कार्य कर रहा था उसे पुनः सेवा में बहाल किया जाता है। और प्रार्थी श्रमिक को दि. 16-5-96 से निरंतर सेवा में माना जावे।

श्याम सुंदर पुरोहित, न्यायाधीश

नई दिल्ली, 25 अप्रैल, 2001

का. आ. 1047—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार में रिचर्डसन एण्ड क्रुडदास लिमिटेड (1972) के प्रबंधन के सबद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 2, मुम्बई के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-4-2001 को प्राप्त हुआ था।

[स. एल.-42012/235/98-आई आर (डी यू)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 25th April, 2001

S O. 1047.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal/Labour Court, No. II, Mumbai, as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Richardson and Cruddas Ltd (1972) and their workman, which was received by the Central Government on 25-4-2001.

[No. L-42012/235/98-IR(DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL NO. II, MUMBAI  
PRESENT :

S. R. Saundankar

Reference No. CGIT-2/133 of 1999

Employers in relation to the management of—

The Genl. Manager (IR),  
M/s. Richardson & Cruddas Ltd. (1972)  
Byculla Iron Works,  
Byculla,  
Mumbai 400 008.

AND

Their Workmen.  
The President,  
Association of Engineering Workers  
252, Janta Colony,  
Ramnarayan Narker Marg,  
Ghatkopar (East)  
Mumbai-400 077.

APPEARANCES :

For the Employer.—Mr. S. Z. Chowdhary Advocate.

For the Workmen : Mr. Abhay Kulkarni, Advocate.

Mumbai, dated 2nd April, 2001

AWARD

The Government of India, Ministry of Labour, by its Order No. L-42012/235/98/IR (DU), dated 26-4-1999, have referred to the following Industrial Dispute for adjudication.

“Whether the action of the management of M/s. Richardson and Cruddas (1972) Ltd., Byculla Iron Works, Byculla, Mumbai in not allowing the workman, Sh. Nandkumar Rane to attend his duties is legal and justified? If not, to what relief the workman is entitled?”

2. Pursuant to the notices the workman Mr. Rane filed his Statement of Claim (Exhibit-7) and the same was resisted by the employer M/s. Richardson and Cruddas Ltd., Mumbai vide Written Statement (Exhibit-9). On the rival pleadings of the parties. My Learned Predecessor framed issues (Exhibit-11). Thereafter, the workman Mr. Rane by purshis (Exhibit-14) closed his evidence and when the matter was fixed for evidence of the management the workman Mr. Rane vide purshis (Exhibit-18) dt. 3-1-2001

apprised that he does not wish to proceed with the matter and that he be allowed to withdraw the same. The management vide say dated 22-2-2001 contended that the workman is being given benefit of Voluntary Retirement Scheme, therefore, they have no objection to dispose the matter. Today on 2-4-2001, on behalf of the President, Association of Engineering Workers i.e. Union Advocate Mr. Abhay Kulkarni appeared vide (Exhibit-19). He has orally contended that matter be disposed of. Since the workman Mr. Rane and the union do not wish to proceed the reference will have to be disposed of and hence the order :—

ORDER

Reference stands disposed of for non-prosecution vide purshis (Exhibit-18).

S. N. SAUNDANKAR, Presiding Officer

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL NO. 2, MUMBAI

Reference No. C.G.I.T. 2/133/1999

Employers in Relations to Management M/s.  
Richardson and Cruddas Ltd.

AND

Their Workmen

Shri. Nandakumar Maruti Rane.

SUBJECT :

Withdrawal of Reference No. CGIT/2/133/1999.  
May it please your Honour.

In the above matter, Reference No. CGIT : 2/133/1999 the Workman do not want to proceed further and therefore plead that the workman may please be allowed to withdraw the same.

Workman in the above matter  
N. M. RANE

(Nandakumar Maruti Rane)

Mumbai.

Dated : 3-1-2001.

Sd/-

नई दिल्ली, 25 अप्रैल, 2001

का. ग्रा. 1048:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चेन्नई के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-4-2001 को प्राप्त हुआ था।

[सं. एल.—40012/81/98—आई आर (डी यू)  
कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 25th April, 2001

S.O. 1048.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal/Labour Court, Chennai, as shown in the Annexure in the Industrial Dispute between the employers, in relation to the management of Telecom. Department and their workman, which was received by the Central Government on 25-4-2001.

[No. L-40012/81/98-IR(DU)]

KULDIP RAI VERMA, Desk Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Friday, the 30th March, 2001

#### PRESENT :

K. Karthikeyan, Presiding Officer.  
Industrial Dispute No. 89/2001

(Tamil Nadu Industrial Tribunal I.D. No. 39/1999)

#### BETWEEN

Shri R. Rajakumaran,  
Tiruchengode. ..Petitioner|I Party

#### AND

1. The Chief General Manager, Telecom  
Tamil Nadu Circle Chennai.
2. The General Manager, Telecom,  
Salem. ..Management|II Party

#### APPEARANCE :

For the Petitioner.—Sri R. Rengaramanujam,  
Advocate.

For the Management.—Sri V. N. Gowri Sankar,  
Additional Central Government Standing  
Counsel.

#### AWARD

The Government of India, Ministry of Labour, in exercise of powers conferred by Clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Dispute Act, 1947, have referred the

following dispute for adjudication vide Order No. L-48812/81/98/IR(DU) dated 16-2-1999 :—

“Whether the action of the management of Telecom Department, Salem and Chennai in terminating the services of Shri R. Rajakumaran, Ex-Casual Labour w.e.f. 1-3-91 is legal and justified? If not, to what relief the workman is entitled?”

This order of reference was first made to Tamil Nadu Industrial Tribunal by the Central Government, Ministry of Labour as an industrial dispute for adjudication and the same was taken on file by that Tribunal as I.D. No. 39/1999. Subsequently, by the orders of Government, this case has been transferred from the file of that Tribunal to this Tribunal and was taken on file as I.D. No. 89/2001.

2. This case was fixed on 30-3-2001 this date as a final hearing after it has been adjourned to various dates from 16-1-2001, the date on which it was taken on file on transfer. Though the counsel on either side were present on the first hearing on 30-1-2001 on receipt of notices by Registered Post, neither both the parties nor their respective counsel appeared in Court for case for the subsequent hearing on 12-2-2001, 26-2-2001, 9-3-2001, 27-3-2001 and this date 30-3-2001. From the perusal of the records of this case, it is seen that the Claim Statement of the Petitioner|I Party was not filed till the case was transferred from that Tribunal, though the counsel entered appearance in this case for the Petitioner and filed vakalat on the first hearing itself there on 29-4-1999 and took time for filing Claim Statement of I Party. Since neither of the parties appeared before this Tribunal today and the Claim Statement of I Party|Petitioner has not been filed in this case ever since 29-4-1999, it can be presumed that, at present there is no dispute between them or they have amicably settled outside the Court in the meantime. Accordingly, ‘No Dispute Award’ is passed.

(Dictated to the Stenographer and typed by him and corrected and pronounced by me in the open court on this day, the 30th March, 2001).

K. KARTHIKEYAN, Presiding Officer

नई दिल्ली, 25 अप्रैल, 2001

का. ग्रा. 1049 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूरसंचार विभाग के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चेन्नई के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-4-2001 को प्राप्त हुआ था।

[सं. एल.—40012/420/2000—आई आर (डी यू)  
कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 25th April, 2001

S.O. 1049.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal/Labour

Court, Chennai, as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Telecom. Department and their workman, which was received by the Central Government on 25-4-2001,

[No. L-40012/420/2000-IR(DU)]

KULDIP RAI VERMA, Desk Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Monday, the 9th April, 2001

#### PRESENT:

K. Karthikeyan, Presiding Officer.

Industrial Dispute No. 345/2001

#### BETWEEN

Shri T. Ananthan,

S/o Thannaian,

Kanchipuram

...Petitioner/I Party.

#### AND

The General Manager, Telecom,

Chengalpattu.

...Management/II Party

#### APPEARANCE:

For the Petitioner—M/s. M. Gnanasekar and  
C. Premavathy, Advocates.

For the Management—None.

#### AWARD

The Government of India, Ministry of Labour, in exercise of powers conferred by Clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947, have referred the following dispute for adjudication vide Order No. L-40012/420/2000/IR(DU) dated 27-12-2000:—

"Whether the termination and non-regularisation of Sri T. Ananthan by the management of Telecom Department is legal and justified? If not, to what relief the workman is entitled?"

2. On receipt of this reference by the Central Government to this Tribunal for adjudication of the ~~Schedule mentioned~~ industrial dispute between the parties, the case was taken on file of this Tribunal as I.D. No. 345/2001 on 18-1-2001 and notices were ordered to both the parties to be sent by Registered Post with acknowledgement card for the hearing on 14-2-2001. On that day, the advocate Sri M. Gnanasekar undertook to file vakalat for the I Party/Petitioner. As the notice sent to the II Party was not yet returned fresh notice was ordered to be sent by Registered Post with acknowledgement card for the hearing 1-3-2001, granting time for I Party counsel to file his vakalat, Claim Statement with documents of the I Party. On 7-3-2001, vakalat for the I Party/Claimant was filed by his counsel and on his petition, time was extended for filing Claim Statement with documents till 15th March, 2001.

Since on 15th March, 2001, the Presiding Officer was on leave, the case was posted to 29-3-2001. On 29-3-2001 neither parties and the counsel for the I Party/Petitioner was present and there is no representation on either side. No Claim Statement was filed for the I Party/Petitioner, hence the case was adjourned to 9-4-2001.

3. As this case was fixed for to-day's hearing i.e. on 9-4-2001 as final hearing for the I Party to file his Claim Statement with documents and for the appearance of the II Party/Management, none of them is present today. The counsel for the I Party also is not present and there is no representation on either side. The Claim Statement with documents for the I Party was not filed. The I Party called absent. Since neither of the parties appeared before this Tribunal today and the Claim Statement of the I Party/Petitioner has not been filed in this case ever since the beginning, it can be presumed that at present there is no dispute between them for this Tribunal to adjudicate upon. Hence this industrial dispute is dismissed for default and for non-representation. Accordingly, 'No Dispute' award is passed. No Cost.

(Dictated to the Stenographer and transcribed & typed by him and corrected & pronounced by me in the open court on this day, the 9th April, 2001).

K. KARTHIKEYAN, Presiding Officer

नई दिल्ली, 25 अप्रैल, 2001

का. आ. 1050.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार अधिशासी अधिकारी, छावनी मण्डल के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में औद्योगिक अधिकरण अजमेर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-4-2001 को प्राप्त हुआ था।

[सं. एन.-13012/1/97-आई आर (डी यू)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 25th April, 2001

S O. 1050 —In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal/Labour Court, Ajmer, as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Adhishasi Adhikari, Chawani Mandal and their workman, which was received by the Central Government on 25-4-2001.

[No. L-13012/1/97-IR(DU)]

KULDIP RAI VERMA, Desk Officer

## अनुबंध

न्यायालय अथवा न्यायालय एवं औद्योगिक न्यायाधिकरण,

## अजमेर

सीआईटी द्वार 25/97

श्री रतनलाल पुत्र श्री सूरजमल मोर्य मकान नं 4284  
गोदाम मण्डी नसीराबाद जिला अजमेर

—प्रार्थी

## बनाम

अधिकांसी अधिकारी, छावनी मण्डल, नसीराबाद जिला  
अजमेर

एल.-1322/1/97-आई आर ( डी यू ) 28-10-97

—अप्रार्थी

## समक्ष

प्रार्थी की ओर से श्री कैलाश सुनारीवाल एडवोकेट

अप्रार्थी की ओर से श्री रामस्वरूप एडवोकेट  
अवार्ड

दिनांक 28-3-2001

प्रार्थी की ओर से उनके अभिभाषक श्री कैलाश सुनारीवाल ने उपस्थित होकर जाहिर किया है कि प्रार्थी इस प्रकरण को आगे चलाना नहीं चाहता है और प्रार्थी अधिवक्ता ने इस प्रकरण को "नोट प्रेस" कर दिया है। अतः उपरोक्त परिस्थिति में यह प्रकरण "नोट प्रेस" से खारिज किया जाता है।

केन्द्र सरकार को अवार्ड की प्रति नियमानुसार प्रकाशनार्थ भेजी जावे।

अवार्ड आज दिनांक 28-3-2001 को खुले न्यायाधिकरण में लिखवाया जाकर सुनाया गया।

श्यामसुन्दर पुरोहित, न्यायाधीश

नई दिल्ली, 25 अप्रैल, 2001

का.आ 1051—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार जनरल मैनेजर, आईनेन्स फैक्ट्री के प्रबंधक के सबब नियोजको और उनके कार्यकारी के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नागपुर के पचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-4-2001 को प्राप्त हुआ था।

[सं. एल-14012/51/99-आई आर (डी.यू.)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 25th April, 2001

S.O. 1051.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the 1364 GI/2001—12.

Central Government Industrial Tribunal/Labour Court, Nagpur, as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of General Manager, Ordnance Factory and their workman, which was received by the Central Government on 25-4-2001.

[No. L-14012/51/99-IR(DU)]

KULDIP RAI VERMA, Desk Officer

## ANNEXURE

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL, NAGPUR

PRESENT :

Shri B. G. Saxena, Presiding Officer.

Reference No. CGIT : 41/99

Employers in relation to the Management of  
The General Manager, Ordnance Factory

AND

Their workman Shri Pradeepkumar L. Vyas.

## AWARD

The Central Government, Ministry of Labour, New Delhi, by exercising the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of the Industrial Dispute Act, 1947 has referred this dispute for adjudication vide order No. L-14012/51/99/IR(DU) dated 27-10-1999 on the following schedule.

## SCHEDULE

"Whether the action of the General Manager, Ordnance Factory, Ambazari, Nagpur in removing Sh. P. L. Vyas, Grinder, skilled from service w.e.f. 5-8-93 is legal and justified? If not, to what relief the workman is entitled?"

The workman Shri Pradeepkumar S/o Laxman Prasad Vyas was Grinder in Ordnance Factory, Ambazari, Nagpur. He was working as "Skilled" Grinder w.e.f. 16-10-81. On 26-9-92 at about 21.00 hours he was mustering out of the Ordnance Factory after staggering shift from Gate No. 3. The Durwan on search duty requested P. L. Vyas, workman to open the cover of the Scooter on engine side. He expressed difficulty in opening cover saying that, it had been fixed tight. The Durwan reported the matter to B. D. Kakde, Security Assistant on duty. On opening the cover of engine of Scooter one bag was found in which Impregnated Diamond Taper Cup Wheel Metallic Cup No. B & S 52383 DI/A 2100/120 N 75B 10 which is used in Shell Machine Section was recovered. P. L. Vyas stated that he was taking out this wheel for personal use.

The recovered material was sealed in the presence of Shri P. L. Vyas, workman and also in the presence of Shri D. D. Sharma, Foreman/Safety Cell Orderly Officer, Shri B. D. Kakde, SA "B"/SO on duty at Gate No. 3, P. V. Raut, Durwan/SO on duty and their signatures were obtained on the sealed packet. The allegations are that the workman P. L. Vyas attempted to commit theft of the above noted wheel.

In the Statement of Claim the workman P. L. Vyas stated that he was suspended on 30-9-92. Enquiry was conducted against him. One Mr. Chandrikapure pressurised him to confess the guilt. He admitted the allegations of theft under pressure of Security Officer Shri Chandrikapure. The workman stated that the enquiry was not conducted against him properly and punishment awarded to him is disproportionate.

Shri G. Krishna Kishore, Works Manager/Administration submitted Written Statement on 24th January, 2000. He has stated that on 26-9-92 at 21.00 hours the workman P. L. Vyas was found taking away one grinding wheel (impregnated diamond paper metallic cup wheel) through gate No. 3 of Ordnance Factory, Ambazari in the staggering shift on his Scooter. He had committed theft and was placed under suspension w.e.f. 30-9-92. Chargesheet was issued against him on 1-12-92. After completing enquiry, his service was terminated w.e.f. 5-8-93.

Both the parties did not prefer to produce any oral evidence in this court. They have submitted their Written Arguments. The counsel for the workman did not argue the case orally.

The counsel for the workman represented that he has submitted Written Arguments. The counsel for management also did not argue the case orally.

I have considered the documents filed by the management regarding the enquiry conducted against the workman. The workman has also submitted his rejoinder.

The workman has mentioned in rejoinder that the copy of charge sheet was not given to him in Hindi language.

This argument is baseless as workman had himself admitted his guilt during the enquiry. He was well informed during enquiry proceedings about the allegations for which he was facing enquiry. On the other hand the workman was caught while he was taking away above mentioned Grinding Wheel.

The workman has stated that somebody else would have placed this wheel in his Scooter due to enmity.

There is nothing on record to show that he had enmity with any official posted on gate No. 3 of the Ordnance Factory, where the recovery of the above wheel was made from his Scooter.

The workman did not produce any oral or documentary evidence regarding his false implication. The enquiry report dated 4-5-93 of Shri Mahesh Kumar, DGM/R has been submitted by the management which clearly shows that the workman had confessed his guilt. He was caught on 26-9-92 at 21.00 hour at gate No. 3 while he was taking away the above mentioned grinder wheel on his Scooter.

P. V. Raut had appeared as witness during enquiry from the side of management. The workman did not prefer to produce any witness in his defence during enquiry.

In the above circumstances the charge levelled against him has been proved. There is no reason to believe that he has been falsely implicated. There is nothing on record to show that Mr Chandrikapure, Security Officer had any reason to pressurise him to admit his guilt.

The enquiry was therefore conducted fairly and according to the principles of natural justice.

In the circumstances discussed above the action of the General Manager, Ordnance Factory, Ambazari, Nagpur in removing Shri P. L. Vyas, Grinder (Skilled) from service on 5-8-93 was legal and justified.

In Written Argument dated 11-1-2001, the counsel for the management P. V. Shinde has mentioned that the workman has not produce any evidence to show that he had preferred the appeal before the Appellate Authority. Hence the order for dismissal has become final.

### ORDER

The action the General Manager, Ordnance Factory, Ambazari, Nagpur in removing Shri P. L. Vyas, Grinder (Skilled) from service w.e.f. 5-8-93 is legal and justified.

The workman is not entitled to any other relief.

The reference is answered accordingly.

Dated : 27-3-2001.

B. G. SAXENA, Presiding Officer

नई दिल्ली, 19 अप्रैल, 2001

का.प्र. 1052.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार विजया बैंक के प्रबंधन के संबंध नियोक्तों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/अथ न्यायालय बंगलौर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-4-2001 को प्राप्त हुआ था।

[स. एन-12012/53/91-आईआर (बी-II)]

सी. गंगधरन, अवर सचिव

New Delhi, the 19th April, 2001

S O. 1052.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal/Labour Court, Bangalore as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Vijaya Bank and their workman, which was received by the Central Government on 18-4-2001.

[No. L-12012/53/91-IR(B-II)]

C. GANGADHARAN, Under Secy.

### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR  
COURT, BANGALORE

Dated : 4-4-2001

PRESENT :

Hon'ble Shri V. N. Kulkarni, B.Com., LLB.

C.R. No. 38/91

**I PARTY**

Shri A. Naveenchandra,  
S/o Sri A. Vamana,  
Near Chakrapani Temple,  
N. G. Road,  
Attavar,  
Mangalore-575001.

**II PARTY**

Asstt. General Manager,  
Vijaya Bank,  
Zonal Office,  
Kodialbail,  
Mangalore-575003.

**AWARD**

1. The Central Government by exercising the powers conferred by clause (d) of sub-section (1) and sub-section 2A of the Section 10 of the Industrial Disputes, Act, 1947 has referred this dispute vide order No. L-12012/53/91-IR-BII, dated 1-7-91 for adjudication on the following schedule :

**SCHEDULE**

"Whether the management of Vijaya Bank is justified in dismissing Shri A. Naveenchandra from service w.e.f. 27-11-89? If not, to what relief the workman is entitled?"

2. In order to dispose of this reference, few facts are necessary and they are as under:—

3. The First Party was appointed as Peon on 1-9-75 at Light House Hill Road Divisional Office, and thereafter he was transferred to G.H.S. Road Branch, Printing and Stationery Section, Bunder Branch, Light House Hill Road Divisional Office and finally he was transferred to Jakribettu Branch on 22-5-1984. Till his transfer he was working without any complaints. The transfer to Jakribettu was very inconvenient to him because of his ill health and he gave representations and it was assured that his transfer order will be revoked. On account of ill health first party was unable to attend duties. He had 90 days privileged leave and 90 days of sick leave to his credit but charge sheet was issued to him and he was dismissed from service. Therefore, dispute was raised.

4. The First Party filed his claim statement, contenting that he was not keeping good health and he was transferred in spite of his not keeping good health. He had 90 days of privileged leave and 90 days of sick leave at his credit but charge sheet was issued on 18-3-1999, alleging that the First Party is in the habit of remaining absent from duty unauthorisedly very frequently without prior intimation or sanction of leave. Details are given in para 3 of the Claim Statement. One Mr. K. S. Venkappa Rai was appointed as Enquiry Officer. First Party informed the Enquiry Officer that he did not commit any misconduct and his absence is beyond his control. The Enquiry Officer has not considered clause 19.12(e) of Bipartite Settlement. Regarding enquiry it is said that the same is not correct and the Principles of Natural Justice were violated. The action of the Disciplinary Authority in dismissing the First Party is not correct. First Party for these reasons had prayed to allow the reference.

5. The Second Party filed Counter, contenting that the application is not maintainable on question of law and facts. The First Party was not attending duties properly. The contention of the First Party that, the superior officials have assured the First Party that transfer order will be revoked is not correct. It is not correct that the First Party was prevented from attending duties regularly on account of ill health. In fact the First Party was not happy about his transfer to Jakribettu Branch and with oblique motive he remained absent unauthorisedly for long period and the total absence was for 645 days between 9-1-1984 to 21-8-1988 and the absence was in violation of the leave rules of the bank. He was charge sheeted for unauthorised absence and various acts of misconduct as per charge sheets dated 29-5-1985, 1-12-1987, 4-1-1988 and 30-8-1988. On enquiry the First Party deserved deterrent punishment but the Second Party took a lenient view and imposed lighter punishment and advised him to improve himself but he did not change his attitude and he continued to remain absent unauthorisedly as stated in para 2 of the Counter. Regarding enquiry it is said that the first party avoided enquiry in spite of service of notice. In fact the Enquiry Officer granted time to the First Party to file Written Statement. The enquiry is in accordance with the rules and Bipartite Settlement and in consonance with Principles of Natural Justice and reasonable opportunity was given to the First Party. It is the further case of the Second Party that on 31-1-89 he attended the enquiry and voluntarily admitted the charges levelled against him and submitted an explanation. But the Disciplinary Authority taking the previous conduct of first party and other matters rightly dismissed the first party and there is no merit in the reference. The Enquiry Officer held the enquiry on 11-10-89 at Jakribettu Branch with due notice to the First Party. The Second Party for the above reasons has prayed to reject the reference. In para 10 previous punishments are also shown.

6. It is seen from the records that, in order to prove that the domestic enquiry was valid and legal, Second Party examined one witness MW 1, Shri K. Jayraj B. Rai, Chief Manager, who has given detailed evidence and documents are marked in his evidence. He was representing the management in the enquiry. The enquiry date was fixed after giving notice to the first party. This MW1 is not cross examined and General Secretary submitted that he has no cross examination so far as validity of DE is concerned but it was further submitted that right was reserved to point out the perversity of the finding. It is seen from the order sheet dated 3rd August, 1999 that in view of the statement made by the General Secretary, my learned predecessor has noted that separate order on merit of DE is not necessary and it is held that the DE is valid.

7. All this would go to show that during the trial the First Party has admitted the validity of DE.

8. Now we will have to see whether the finding given by the Enquiry Officer is perverse or void. I have carefully perused all the papers of the DE and the documents marked in the enquiry. There are number of leave applications filed by the first party. Some leave applications are on the ground of urgent domestic work and some of them are on medical grounds,

The first party has filed medical certificates. From the Medical Certificates it is clear that for minor ailments the first party went to the doctors concerned and obtained certificates and remained on leave without prior sanction. It is clear from the records that the first party was in the habit of remaining absent for long period without prior sanction on leave. But for the illness alleged by the first party, there is no valid explanation why he remained absent for a long period without prior sanction of leave. On going through the records, it is clear that the finding given by the Enquiry Officer is not perverse. Definitely such a long absent without prior sanction of leave amounts to gross indiscipline. It was argued by the learned counsel for the second party that such long absence without prior sanction of leave will cause some inconvenience in the working of the bank and it is impossible to maintain any degree of discipline or efficiency. I have considered the entire material carefully. I am of the opinion that, instance of such misconduct requires serious consideration. It is also clear from the records that before such long absence, the first party remained absent on many occasions and minor punishments were awarded. All the allegations made by the second party are not disproved by the first party. It is seen from the records that the first party has not examined himself in support of his case that he was not keeping good health and his absence was beyond his control. The first party for the reasons best known to him has also not examined, the doctors from whom he took treatment. Taking all this into consideration and I am of the opinion that the second party has proved the misconduct.

9. Now the next question for consideration is whether the management is justified in awarding punishment of dismissal and same is proportionate to the proved misconduct. The learned counsel for the second party argued that Bank employee unauthorisedly remaining absent from work for a long period is serious misconduct and the dismissal order is correct. In support of his arguments he relied following citations :

1. 2000(1)SCC 65

Syndicate Bank Vs. General Secretary, Syndicate Bank Staff Association and Another. Bank employee unauthorisedly absenting from work for a period exceeding the prescribed limit. In such circumstances the bank, held, rightly treated the employee to have voluntarily retired from service.

2. 1996 Lab I.C. 754(SC)

State of U.P. Vs. Ashok Kumar Singh Delinquent-absenting himself from duty without leave on several occasions-punishment of removal from service-proper-punishment imposed did not warrant interference.

3. 1995(1)LLJ 1065 (Kar)

A. M. Bashwarachar Vs. Executive Engineer. Habitual absence-Gross misconduct-No misplaced sympathy-Instances of habitual absence require to be dealt with firmly and it is very much in public interest such gross misbehaviour requires to be very firmly dealt with.

I have read the above decisions carefully. I have already said that the enquiry is valid and proper and there is no perversity in this finding given by the Enquiry Officer. I have read the decisions reported in 1995(1) LLJ 1065 in the Hon'ble High Court of Karnataka carefully and I am of the opinion that the facts of the case on hand are similar to the fact of the above decision. The learned counsel for the second party keeping in mind the principles held in the decision of Hon'ble High Court of Karnataka referred above fairly submitted that he has no objection if the order of dismissal is modified to one of termination from service w.e.f. the same date. In view of this fair submission and the principles held in the decision of High Court of Karnataka, I am of the opinion that, the ends of justice will meet if the order of dismissal is modified to one of termination.

ORDER

Accordingly reference is disposed of and the order of dismissal passed by the Second Party is modified to one of termination from service w.e.f. the same date.

(Dictated to PA, transcribed by her, corrected and signed by me on 4-4-2001.)

V. N. KULKARNI, Presiding Officer

नई दिल्ली, 19 अप्रैल, 2001

का.प्रा. 1053—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इलाहाबाद बैंक के प्रबंधन के संबंध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय चंडीगढ़ के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-4-01 को प्राप्त हुआ था।

[स एल-12012/340/91—आईआर (बी-II)  
सी. गंगाधरन, अवर सचिव

New Delhi, the 19th April, 2001

S.O. 1053.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal/Labour Court, Chandigarh as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Allahabad Bank and their workman, which was received by the Central Government on 18-4-2001.

[No. L-12012/340/91-IR(B-II)]

C. GANGADHARAN, Under Secy

ANNEXURE

BEFORE SHRI B. L. JATAV, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHANDIGARH

Case No. ID 35 of 1992

Shri Maku Lal,  
C/o Shri Sanjeevan Kumar Shastri,  
Arya Samaj Mandir, Model Town,  
Rohtak.

... Petitioner

Vs.

ANNEXURE

Regional Manager,  
Allahabad Bank,  
Regional Office, Bank Square,  
Sector-17-B, Chandigarh. . . Respondent.

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR  
COURT, BANGALORE

Dated : 11th April, 2001

REPRESENTATIVES :

For the Workman : None.  
For the Management : Shri Ashok Jain.

PRESENT :

Hon'ble Shri V. N. Kulkarni, B. Com. LLB,  
Presiding Officer.

AWARD

C.R. No. 22/94

(Passed on 27th March, 2001)

I PARTY

The Central Government, Ministry of Labour vide Notification No. L-12012/340/91-I.R.B.2 dated 26th March, 1992 has referred the following dispute to this Tribunal for adjudication :

Ashok G. Kumtekar,  
represented by the  
General Secretary,  
Dena Bank Staff Union,  
C/o Dena Bank,  
Zonal Office,  
No. 71, Millers Road,  
Bangalore-560052.

"Whether the action of the management of Allahabad Bank in dismissing Shri Maiku Lal from the service of the Bank is justified ? If not, to what relief is the workman entitled to ?"

II PARTY

2. Today the case has been fixed for evidence of the parties. Despite several notices none has put up for appearance on behalf of the workman. It appears that workman is not interested to pursue with the present reference. In the circumstances, since the workman is not interested to pursue with the present reference, the same is returned to the Ministry for want of prosecution. Appropriate Government be informed.

The Management of Dena Bank,  
Sona Towers,  
No. 71, Millers Road,  
Bangalore-560052.

AWARD

Chandigarh,  
27-3-2001.

B. L. JATAV, Presiding Officer

1. The Central Government by exercising the powers conferred by Clause (d) of Sub-section (1) and Sub-section 2A of the Section 10 of the Industrial Dispute Act, 1947 has referred this dispute vide Order No. L-12012/243/93-IR(B-II) dated 22-2-94 for adjudication on the following schedule :

SCHEDULE

नई दिल्ली, 19 अप्रैल, 2001  
का.प्रा 1054.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार देना बैंक के प्रबंधन के संबंध में निम्नलिखित श्रमिकों और उनके कामकाजों के बीच, अनुबंध में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय बंगलूर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-4-01 को प्राप्त हुआ था।

"Whether the action of the management of Dena Bank, Bangalore in dismissing Shri Ashok G. Kumtekar, Cashier from service with effect from 29-10-92 is justified ? If not, what relief is the workman entitled to ?"

[सं एल-12012/243/93-आईप्रार (बी-II)]

सी. गंगाधरण, अवसर सचिव

2. Parties appeared and filed Claim Statement and Counter respectively.

New Delhi, the 19th April, 2001

S.O. 1054.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal/Labour Court, Bangalore as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Dena Bank and their workman, which was received by the Central Government on 18-4-2001

3. The First Party was working in the Second Party Bank and dismissed from service w.e.f. 29-10-92 on the basis of the enquiry report.

[No. L-12012/243/93-IR(B-II)]

C. GANGADHARAN, Under Secy.

4. First Party in the claim statement has contented that he was working in the bank since 1980 as Cashier. Charge Sheet was issued on 25-7-1990 and he submitted explanation but not being satisfied with explanation, domestic enquiry was held against him and on the basis of report he was dismissed from service but the dismissal order is not correct. The first party in the Claim Statement has alleged that the Enquiry Officer was biased being the top official of the Second Party Bank. He has also stated that no time was given to examine his matters. The enquiry is not proper. The Enquiry Officer has not allowed the first party to mark documents. All other allegations made by the Second Party in the charge sheet are denied. It is true while joining the bank, the first party had declared

that he belonged to Bandi Community (Scheduled Caste) and availed concessions. He also says that the entry found in the School Leaving Certificate issued by the head master to the workman shows that belong to Hindu Goud Saraswat Brahmin Community but it is not correct. The Bandi Community is also called Devali Community among Konkani and Marathi speaking people. All other details are given in the Statement. Punishment of dismissal is disproportionate. First Party for these reasons has prayed to pass an award.

5. Second Party in the Counter Statement has stated that the first party at the time of his entry into service was required to furnish his bio-data and also other particulars regarding antecedents, relatives etc., and the information furnished by the first party, and on enquiry it was found incorrect. The first party secured employment on the strength of his declaration that he belonged to Scheduled Caste, but his School Certificates disclose that he actually belonged to Gowda/Saraswatha Brahmin Community. First Party was not doing the work properly assigned to him. He availed travel concession by giving false information. Therefore, charge sheet was issued and enquiry was conducted. So far as enquiry is concerned, it was held correctly by giving full opportunity to the first party and the misconduct is proved. The allegations made by the first party about the enquiry are not correct. The second party for these reasons has prayed to reject the reference.

6. The Management, in order to prove the case examined Mr. K. V. R. Shastry, MW 1. He has given detail evidence. According to his evidence full opportunity was given to the first party and enquiry was held. This witness is cross examined by the first party. MW 1 has denied suggestion that the first party has made a request to examine another on 16-4-1991 and the same was rejected. I have considered the evidence of MW1 carefully. I have considered all the documents marked in the enquiry. In the instant case my learned Predecessor has given finding to the effect that the enquiry is valid and proper. I have considered all the papers of the enquiry and the report. There is no perversity in the same. The First Party in spite of many chances has not examined himself to disprove the evidence of MW1. Many of the documents are filed by the first party himself are marked in the enquiry as documents. The charges are proved. In my opinion the order of dismissal is correct in view of the charges levelled against the first party. Considering all these I am of the opinion that there is no merit in the reference. Accordingly I proceed to pass the following order.

#### ORDER

The Reference is rejected.

(Dictated to PA, transcribed by her, corrected and signed by me on 11th April, 2001.)

V. N. KULKARNI, Presiding Officer

नई दिल्ली, 19 अप्रैल, 2001

का.प्र. 1055—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार विजया बैंक के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद

में केन्द्रीय सरकार औद्योगिक प्रधिकरण/श्रम न्यायालय बंगलोर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-04-2001 को प्राप्त हुआ था।

[सं. एल-12012/194/96-आईआर (बी-II)]

सी. गंगधरण, अवर सचिव

New Delhi, the 19th April, 2001

S.O. 1055.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal/Labour Court, Bangalore as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Vijaya Bank and their workman, which was received by the Central Government on 18-4-2001.

[No. L-12012/194/96-IR(B-II)]

C. GANGADHARAN, Under Secy.

#### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

Dated : 10th April, 2001

#### PRESENT :

Hon'ble Shri V. N. Kulkarni, B.Com., LL.B.,  
Presiding Officer.

C.R. No. 190/97

#### I PARTY :

The General Secretary,  
Vijaya Bank Employees Federation,  
18—22, Bylappa Building,  
Cubbonpet Main Road,  
Bangalore-560 002.

#### II PARTY :

The General Manager,  
Vijaya Bank (f.R.),  
Head Office,  
N.G. Road,  
Bangalore-560 001.

#### AWARD

1. The Central Government by exercising the powers conferred by Clause (d) of Sub-Section (1) and sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No. L-12012/194/96-IR (B-II) dated 2-12-96 for adjudication on the following schedule.

#### SCHEDULE

"Whether the action of the management of Vijaya Bank in transferring Sri V. S. Jayaram to another branch of the bank which has resulted in denial of special allowance is justified? If not, to what relief he is entitled?"

2. In order to dispose of this reference, few facts are necessary and they are as under :—

3. Notices were issued to parties and parties filed Claim Statement and Counter respectively.

4. The First Party through Vijaya Bank Employees Federation as a raised dispute aggrieved by the transfer order by the Second Party management. The First Party in the Claim Statement has stated that he was employed by the Second Party on 31-1-1977 and he was posted at different places like Shillong, Malleshwaram etc. Thereafter he was posted to its Currency Chest at Bangalore w.e.f. June, 1986, assigning him the Special Allowance attracting duties, threat. This Special Allowance had become part and parcel of his wages. It is further stated that on 30-4-1995 management issued an order of transfer from the Currency Chest to Bannerghatta Branch and thereby the first party was put to great monetary loss, loss of status and loss of comfort. This transfer has also prejudicially hampered his trade union activities. His transfer is mala-fide. The transfer order was issued to stall well known union activities of the First Party as stated in detail in para 5 of the Statement. The First Party for all these reasons have prayed to pass an award in his favour.

5. According to the Counter Statement the contention of the Second Party is that the dispute is not maintainable on law and facts. There is no dispute as required under section 2(k) of the ID Act. It is the further case of the second party that initially the first party was appointed on probation w.e.f. 3-4-1977 and he was confirmed from 30-10-1977. His first posting was in Shillong and then he was transferred to Bangalore, Malleshwaram Branch and then to head office. It is also true that the first party was working in Currency Chest for a period of 10 years and three months. The Special Allowance is given when an employee is entrusted with additional work as per clause 5.6 and 5.9 of the Bipartite Settlement. The first party was handling cash so Special Allowance was paid. The First Party was transferred according to the transfer policy of the bank as stated in para 9 of the Counter. The main contention of the Second Party is that Special Allowance is given when an employee is entrusted with additional work. In para 11 of the Counter Statement, the dates of working of first party in different places is given. First party was rightly transferred to Bannerghatta because of his long stay at Bangalore. Transfer is an incidence of service. So transfer is fully legal, proper and justified. When the first party is not entrusted with special work, he is not entitled to any special allowance. There is no right to claim such allowance, as at Bannerghatta he was not entrusted with any special duties which gave right for Spl. allowance. His special allowance is not a part and parcel of salary of first party. Parawise reply is given by the Second Party. Some judgements are also relied in the Counter Statement saying that the transfer policy of the bank is a reasonable classification which is not violative of the Constitution. The special allowance was paid to the first party only temporarily. There is no vested interest in respect of Special Allowance. The facts of Mr. Maurice Fernandes case is not comparable to the case of the first party as stated in the Counter. Second Party for all these reasons has prayed to reject the reference.

6. It is seen from the records that the first party and advocate were not regular in attending the hearing dates. The second party in order to prove his case examined one Mr. K. K. Alva, Manager as MW-1. Documents Ex. M-1 to M-19 are marked. I have carefully read the evidence and perused the records. MW-1 has categorically stated that a representation was given by the first party requesting the management to transfer to a branch near to Bangalore and accordingly he was posted to head office and then to Currency Chest Bank. After 9 years of service the first party was transferred to Bannerghatta Branch. The first party challenged this transfer in a writ petition No. 16491 as per Ex. M-10 and that was dismissed. He has given evidence about recognised union. He has further stated that Special Allowance will be given to the employees who perform additional duties such as handling of cash, telex operating etc. and Ex. M-18 General Rules regarding payment of Special Allowance. It is also stated in the transfer place he works getting special allowance will be rotated between employees. Ex. M-19 is the Circular. He has further stated that the first party has put in total service of 15 years as Bangalore. There is no reason to discard the evidence of MW-1. He is not even cross-examined by the first party for the reasons best known to him. If at all the first party has any rightful claim, he would contested the matter seriously and cross-examined MW-1 and would have adduced the evidence to disprove the case of the management. The first party filed writ petition and has withdrawn the said Writ Petition. According to the Circulars and other documents relied by the Second Party it is cleared that the first party has no right in claiming Special Allowance without entrusting any special duties. It is clear from the evidence of MW-1 and the documents that special allowance is given for certain work of the Bank and whenever employee gets special work such allowance is given. Considering all this I am of the opinion that there is no merit in the dispute raised by the first party and accordingly I proceed to pass the following order.

#### ODRDER

The Reference is rejected.

(Dictated to PA, transcribed by her, corrected and signed by me on 10-4-2001).

V. N. KULKARNI, Presiding Officer

नई दिल्ली, 19 अप्रैल, 2001

का.प्र. 1056 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूचन में, केन्द्रीय सरकार युनाइटेड इंडिया इम्प्यूरेन्स कं. लि. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय चंडीगढ़ के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-4-01 को प्राप्त हुआ था।

[सं. एन-17012/41/92-आईआर (बी-II)]

सी. रज-प्रशासक अवर सचिव

New Delhi, the 19th April, 2001

S.O. 1056.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal/Labour Court, Chandigarh as shown in the annexure in the Industrial Dispute between the employers in relation to the management of United India Insurance Co. Ltd. and their workman, which was received by the Central Government on 18-4-2001.

[No. L-17012/41/92-IR(B-II)]  
C. GANGADHARAN, Under Secy.

#### ANNEXURE

BEFORE SHRI B. L. JATAV, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHANDIGARH

Case No. I.D. 136 of 1992

Sh. Prem Kumar S/o.. Sh. Bishan Lal  
R/o. House No. 846/2, Kachi Gali  
Kuan Mohalla, Rohtak .. Petitioner.

Vs.

Divisional Manager,  
United India Insurance  
Company Ltd. Delhi Road  
Model Town, Rohtak. .. Respondent.

REPRESENTATIVES :

|                      |   |                    |
|----------------------|---|--------------------|
| For the workman      | : | None.              |
| i For the Management | : | Shri P. P Khorana. |

#### AWARD

(Passed on 28/3/2001)

The Central Govt. Ministry of Labour vide Notification No. L-17012/41/92-I.R. B.II dated 8th December, 1992 has referred the following dispute to this Tribunal for adjudication :

“Whether the action of the management of United India Insurance Co. Ltd., Rohtak in terminating the services of Sh. Prem Kumar Part-time sweeper w.e.f. 20-6-91 and not giving preference to him over other person for reemployment in the same capacity, is just, fair and legal ?”

2. Today the case was put up for appearance of the workman. Despite several notices, none has put up appearance on behalf of the workman. It appears that workman is not interested to pursue with the present reference. In view of the above, the present reference is returned to the Ministry for want of prosecution. Appropriate Govt. be informed.

Chandigarh.

28-3-2001.

B. L. JATAV, Presiding Officer

नई दिल्ली, 19 अप्रैल, 2001

का.प्र. 1057.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूनाइटेड इंडिया इश्यूरेन्स कं. लि. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय चंडीगढ़ के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-4-2001 को प्राप्त हुआ था।

[सं एल-17012/15/91-आईआर (बी II)]  
सी गंगाधरण, अवर सचिव

New Delhi, the 19th April, 2001

S.O. 1057.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal/Labour Court, Chandigarh as shown in the annexure in the Industrial Dispute between the employers in relation to the management of United India Insurance Co. Ltd. and their workman, which was received by the Central Government on 18-4-2001.

[No. L-17012/15/91-IR(B-II)]

C. GANGADHARAN, Under Secy.

#### ANNEXURE

BEFORE SHRI B. L. JATAV, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHANDIGARH

Case No. I.D. 100/91

Vijay Kumar son of Shri  
Chawla Ram resident of  
H. N. B-327, Street No. 3,  
Nai Abadi.  
Abhar.

.. Workman.

Versus

New Delhi, the 20th April, 2001

Regional Manager,  
United India Insurance Co. Ltd.,  
S.C.O. 177-78, Sector—8, C,  
Chandigarh.

Management

## APPEARANCES

For the workman . . . None

For the management. . . Shri N. K. Zakhmi.

## AWARD

(Passed on 9-4-2001)

The Central Govt. vide gazette notification No. L-17012/15/91-I.R. B.2 dated 27th July, 1991 has referred the following dispute to this Tribunal for adjudication :

“Whether the action of the Regional Manager, United India Insurance Co. Ltd. Chandigarh in terminating the services of Shri Vijay Kumar son of Shri Chawla Ram w.e.f. 25-7-1985 is legal and justified. If not, to what relief the concerned workman is entitled and from what date ?”

2. Today the case was fixed for appearance of the workman. Despite several notices none has put appearance on behalf of the workman. It appears that workman is not interested to pursue with the present reference. In view of the above, since workman is not interested to pursue with the present reference, the same is returned to the Ministry for want of prosecution. Appropriate Govt. be informed.

Chandigarh.  
9-4-2001.

B. L. JATAV, Presiding Officer

नई दिल्ली, 20 अप्रैल, 2001

का.आ. 1058.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चंडीगढ़ के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार की 19-4-2001 को प्राप्त हुआ था ।

[सं. एल-12012/145/97-आईआर (बी-II)]  
सी. गंगाधरण, अवसर सचिव

S.O. 1058.—In Pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal/Labour Court, Chandigarh as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Punjab National Bank and their workman, which was received by the Central Government on 19-4-2001.

[No. L-12012/145/97-IR(B-II)]

C. GANGADHARAN, Under Secy.

## ANNEXURE

BEFORE SHRI B. L. JATAV, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHANDIGARH

Case No. I. D. No. 17/98

Ashok Kumar son of Govind Ram  
H. No. 501/481, Mohalla Machhi  
Hulta Near Manohar Mandir, . . Workman.  
Sabana Punjabi.

Vs.

The General Manager,  
Punjab & Sind Bank,  
Passey Road, Patiala. . . Management

## APPEARANCES

For the workman : Workman in person

For the management : Shri J. S. Sathi

## AWARD

(Dated 28th February, 2001)

The Central Govt. vide gazette notification No. L-12012/145/97/IR(B.II) dated 13th of January, 1998 has referred the following dispute to this Tribunal for adjudication :

“Whether the action of the management of Punjab & Sind Bank in terminating the services of Shri Ashok Kumar w.e.f. 1-1-1997 is legal and justified ? If not, to what relief the said workman is entitled and from what dated ?”

2. Today the case was fixed for filing of claim statement on behalf of the workman. Workman appeared and made the statement that he does not want to pursue with the present reference as he got the job in the bank. He

also filed an application to this effect, and requested that no dispute award may be returned. In view of the above, the present reference is returned to the appropriate Govt. as no dispute Award Appropriate Govt. be informed.

Chandigarh.  
28-2-2001.

B. L. JATAV, Presiding Officer.

नई दिल्ली, 20 अप्रैल, 2001

का.आ. 1059.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधक के संबंध में नियोजित और उनके कर्मचारियों के बीच, अनुबंध में निश्चित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय चंडीगढ़ के पंचाट की प्रकाशित करती है, जो केन्द्रीय सरकार की 19-4-2001 को प्राप्त हुआ था।

[सं. एन-12012/219/89-डी II (ए)]

सी. गंगधरान, ज. र. सचिव

New Delhi, the 20th April, 2001

S.O. 1059.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal/Labour Court, Chandigarh as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Punjab National Bank and their workman, which was received by the Central Government on 19-4-2001.

[No. L-12012/219/89 D-II/A]  
C. GANGADHARAN, Under Secy.

#### ANNEXURE

BEFORE SHRI B. L. JATAV, PRESIDING  
OFFICER, CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR  
COURT, CHANDIGARH

Case No. I.D. 137/89

Nazar Singh,  
C/o  
Tek Chand Sharma,  
25, Sant Nagar, Civil Lines,  
Ludhiana.

.. Workman

Vs.

Zonal Manager,  
Punjab National Bank,  
Zonal Office, Ludhiana.

.. Management

#### APPEARANCES :

For the workman : Shri Tek Chand Sharma

For the management : Shri Bishan Singh

#### AWARD

(Passed on 20th March, 2001)

The Central Government vide Gazette Notification No. L-12012/219/89-D-2(A) dated 22nd August, 1989 has referred the following dispute to this Tribunal for adjudication :

“Whether the action of the management of Punjab National Bank in dismissing from service Shri Nazar Singh is justified? If not, to what relief is the workman entitled?”

2. The claim of the workman in brief is that he joined the services of Punjab National Bank in the month of March 1971 and was posted as teller at Branch Office, Dhuri. He was suspended in the month of July 1983 on the charge of fraud for which F.I.R. was lodged by the bank with the police. After investigation, the challan was filed in the Court but the same was withdrawn by the police.

3. The management issued a charge sheet dated 13-1-84 for the allegation of fraud. The workman submitted his explanation but the management decided to hold departmental enquiry against the workman. The appointment enquiry officer was made violating the provisions of Desai Award and Bipartite Settlement. The procedure adopted by the enquiry officer was not in accordance with the prescribed rules. The proper opportunity to defend himself was not given to the workman by the enquiry officer. Material witnesses were not produced by the management. The relevant record was also not filed in enquiry proceedings. The findings given by the enquiry officer was not based upon the facts and the evidence adduced in the enquiry. He recorded his findings against the workman under the influence of higher authorities. The disciplinary authority did not take into consideration the facts and circumstances of the case and the penalty of dismissal of the workman was harsh and disproportionate to the commission of alleged misconduct.

4. The workman submitted an appeal to the appellate authority but the appeal was dismissed vide order dated 24-7-1987 without giving opportunity to hear the workman. The orders of the disciplinary authority as well as the appellate authority are illegal, arbitrary and contrary to the prescribed rules. The punishment inflicted is quite harsh and disproportionate to the alleged misconduct. Therefore, the claim of the workman be allowed and the management be directed to reinstate him with full back wages and continuity of service as the workman remained unemployed from the date of his dismissal to date.

5. The case of the management as per averments made in written statement is that the workman had joined the services in the bank on 4-3-1971 as probationary clerk-cum-cashier. He was posted at Branch Office, Dhuri on 24-1-1981 as teller. During the period from 24-1-81 to 25-7-83, the workman committed certain acts of commission and omission whereby he misappropriated the amount of the customers of the bank and committed fraud to the extent of Rs. 1,29 lakhs. The F.I.R. was lodged by the bank with the police. He was placed under suspension on 25-7-1983. The police arrested the workman and interrogated him. The case No. 122 was registered by the police

but the prosecution of the workman was not made and the intimation was given to the management on 6th December, 1983. Consequently the charge sheet was given to the workman and the departmental enquiry was held against him. Seven charges were levelled against him. The charge Nos. 3, 6 and 7 had been proved completely whereas charge Nos. 1 and 5 had been partially proved. Charge Nos. 2 and 4 could not be proved by the management. The enquiry report was submitted to the disciplinary authority, who gave proper opportunity to hear the workman personally. After considering the facts and circumstances of the case, the disciplinary authority served a notice on the workman to show cause relating to proposed punishment. The disciplinary authority gave the personal hearing to the workman and heard his representative. After considering the submissions made by the workman, the disciplinary authority confirm the punishment of dismissal on 23-7-1987. Consequently the workman was dismissed from the bank's service.

6. The workman preferred an appeal to General Manager (Admn) on 30-4-1987 against the punishment of dismissal. The personal hearing was given to the workman. After consideration of facts and circumstances of the case and the submissions made by the workman, the appellate authority dismissed the appeal.

7. The management has averred that the appointment of the enquiry officer was made following the procedure laid down in Chapter XIX of the Bipartite Settlement dated 19-10-1966. As per rules the management of the bank has prescribed the disciplinary authority and appellate authority to hold departmental enquiry against the delinquent employee. Therefore, no irregularity has been committed in holding the enquiry. The punishment awarded by the disciplinary authority is quite proportionate to the misconduct committed by the workman. The bank is the custodian of public money and the workman has committed fraud with the public and the bank, therefore, he is not entitled to reinstatement with full back wages and continuity of service. Consequently the claim of the workman be dismissed with cost. The management has alternatively pleaded that if the Tribunal comes to the conclusion that the enquiry is having any technical defect, the bank may please be permitted to lead evidence before the Tribunal.

8. The workman has filed rejoinder and reiterated the averments made in the claim statement. But the workman in addition to the averments made in the claim statement has pleaded in rejoinder that the handwriting expert was produced by him on his own cost, during the course of enquiry but the enquiry officer did not allow handwriting expert to be examined in defence. Therefore, the workman could not defend himself properly. The disciplinary and appellate authority acted illegally and without jurisdiction. The allegations made against the workman were not proved by admissible and legal evidence. Therefore, the claim of the workman be allowed quashing the dismissal order passed by the management.

9. In this case, these are admitted facts that the workman had joined the services of the bank on 4th March, 1971 as clerk-cum-cashier and was posted at branch office Dhuri on 24-1-1981 as teller. He was

suspended on 25-7-1983. The charge sheet dated 13-1-1984 was served upon him. After conclusion of the enquiry, he was dismissed from service on 23-7-87 and his appeal was rejected by the appellate authority.

10. The workman has submitted his affidavit Ex. W1, dismissal order dated 23-2-1987 (Ex. W2), dismissal order of appeal dated 24-7-1987 (Ex. W3) and the copy of the appeal memo dated 3-4-1987 (Ex. W4) in support of his claim. He has been cross-examined by the representative of the management. The management has submitted the affidavit of Assistant Manager R. D. Singh which is Ex. M1. The management has also submitted the affidavit of Asstt. Manager Balbir Singh which is Ex. M4. The copies of the circulars dated 30-11-1983 and 13-4-1987 have also been submitted by the management which have been marked as Exs. M2 and M3 respectively.

11. The workman has deposed in his affidavit Ex. W1 that the management has not followed the provisions of Desai Award para No. 18 : 20(12) read with clause 19 : 14 of Bipartite Settlement in the appointment of the Enquiry Officer. He has challenged that the competent authority did not appoint the enquiry officer, so, the enquiry is vitiated. In written arguments it has also been challenged on different grounds.

12. The management has submitted the copy of the Bipartite Settlement dated 23-11-1983. In this circular it has been clearly mentioned that the branch managers are empowered to give charge sheet to the workman and to suspend him. The workman was suspended by the branch manager. The enquiry officer has been appointed by the Regional Manager who is the disciplinary authority as per Bipartite Settlement, therefore, no irregularity has been committed by appointing enquiry officer and in the matter of issue of charge sheet. The enquiry proceedings has been challenged on different grounds in claim statement and in the affidavit of the workman. In the cross-examination, the workman has admitted that he was suspended by the Regional Manager, Ludhiana. Charge sheet was served upon him. He attended the departmental enquiry and signed all the proceedings attended by him. All the copies of the proceedings and documents were duly supplied to him. He was allowed to examine defence witnesses and tender documents. Keeping in view the admissions made by the workman it is evident that principle of natural justice was honoured by the enquiry officer and he conducted the enquiry in proper and fair manner. Under these circumstances the argument advanced by the representative of the workman are of no avail.

13. The workman has admitted in his cross-examination that the show cause notice was given to him by Regional Manager and the opportunity of personal hearing was also afforded to him before passing the final order. The punishment order passed by the disciplinary authority is self explanatory. The reasons to justify the dismissal order have been stated. Therefore, it can not be held that the disciplinary authority has acted unfairly and illegally. He has also admitted that he filed an appeal and the appellate authority gave him personal hearing before passing the appellate order. In the order dated 24-7-1987 it has been clearly mentioned that what objections were raised by the workman and the grounds have also been given, upon which the order of dismissal was challenged by the workman,

Therefore, the order of the appellate authority is speaking one. The arguments made by the rep. of the workman in written arguments has no force.

14. The orders passed by the disciplinary authority is pursued. In this order dt. 2-2-1987, all the points, upon which the report of the enquiry officer was challenged, have been considered by disciplinary authority elaborately, before passing final order. Opportunity of personal hearing was also afforded to the workman. Therefore, no irregularity has been committed by the disciplinary authority.

15. It has been argued on behalf of the workman that the workman was not allowed to engage handwriting expert of his own choice in order to cross-examine the handwriting expert produced by the management in order to prove charges levelled against the workman. Consequently he was denied the opportunity to defend himself. But this argument can not be accepted. The rep. of the workman has cross-examined the handwriting expert produced by the department at length. Therefore, no prejudice has been caused to the workman in this respect. Therefore, it can not be held that the enquiry was conducted contravening the principles of natural justice.

16. It has been argued on behalf of the workman in written arguments that the material witnesses were not examined by the bank and material documents not essential to prove the charges levelled against the workman. But it has not been shown that who were the material witnesses and what were the material documents in this case. The details of alleged misconduct has been given in charge sheet dated 13-1-1984. It is evident on perusal of charge sheet that the acts and omission committed by the workman were on the record of the bank. Therefore, the oral evidence was not essential to prove the charges, levelled against the workman. On this ground it can not be held that the bank authorities has withheld the material evidence which has caused prejudice to the workman.

17. On behalf of the workman, the case of K. B. Rai Vs. State of Punjab 1996 (1) S.C.T. 639 (Pb. and Haryana High Court) has been referred, in support of arguments. But the facts of this case is not identical to the case under consideration. The workman has admitted that the copies of the documents were given to him, has cross-examined the witnesses of the bank, personal hearing was given to him by disciplinary authority as well as appellate authority. He was allowed to produce witnesses in his defence. But the facts of the cited case law indicate that some irregularity were committed during the course of departmental enquiry as have already been mentioned aforesaid. This case law does not help the case of the workman.

18. On the basis of the discussion made in preceding paragraph this Tribunal comes to the conclusion that the departmental enquiry was conducted fairly and properly and no material irregularity has been found in its conduction.

19. On the question of punishment it has been argued on behalf of the workman that the penalty imposed is quite harsh and disproportionate to alleged misconduct and liable to be set aside. If some lapses are found on the part of the workman he should be dealt with leniently in the matter of punishment taking

into consideration the provisions of Section 11-A of the I.D. Act, 1947. In the context of this argument the fact of the case are required to be considered.

20. In the case of the workmen of M/s. Firestone Tyre and Rubber Co. of India Pvt. Ltd. Vs. The management and others (AIR 1973 S.C. 1227), the Hon'ble Supreme Court of India has held that the Section 11A has been enacted by legislature for the benefit of the employees. On perusal of record it is found that the order dated 24-7-1987 was passed by Zonal Manager as an appellate authority. In this order it has been mentioned that no loss was caused to the bank by the alleged misconduct of the workman. Besides this it is also evident that no loss was also caused to the depositors. As per the findings of the enquiry officer the charge Nos. 3, 6 and 7 were proved fully but the charge Nos. 1 and 5 were proved partially. Charge Nos. 2 and 4 were not proved. The police authorities also did not consider to prosecute the workman in the Court of Law. The police had withdrawn the challan against the workman from criminal court. The workman was suspended on 25-7-1983. He was dismissed from service on 23-7-1987. Thus he had faced the departmental enquiry for near about four years. This case is also pending since 1989. Under these circumstances the workman has been facing the departmental enquiry and trial in the Tribunal for the last near about 17 years. He is suffering mental agony for such a long period. The workman has also pleaded in claim statement that he could not secure alternative employment despite his best efforts. The workman had joined the bank's service on 4-3-1971. Now the question arises as to whether these factors should be taken into consideration for exercising the powers conferred U/s 11-A of the Industrial Disputes Act, 1947. In the case of M.D. Orissa Agro Industries Corporation Vs. Bhim Sen Maharana and others (1980 Lab. I.C. 1531) and Gujarat State Road Transport Corporation, Ahmedabad Vs. Janudas Bacher Dass (1983 Lab. I.C. 1349), the length of service of delinquent workman and his socio economic condition were considered to be relevant factors for exercising the discretion U/s. 11-A of the I.D. Act, 1947. In the case of Scooter India Ltd., Lucknow Vs. Labour Court (AIR 1989 S.C. 149), the charges against the delinquent in that case were of major misconduct. In this case the discretion of Labour Court exercised U/s. 11-A was held proper and justified.

21. In the context of aforesaid case law, the case of the workman deserves to be considered leniently. The mitigating circumstances have already been mentioned in the preceding paragraphs. As per charge sheet the workman had committed material irregularity which constitute major misconduct. Even though the benefit of Section 11-A was given by the Hon'ble Supreme Court in the case of Scooter India Ltd. Supra, the police did not consider to take criminal action against the workman and all the charges had not been proved against the workman. He has not caused pecuniary loss to the bank and the depositors. He has been suffering mental agony since 25-7-1983. The workman has not adduced any evidence regarding his unemployment. The witness of the management has deposed in his cross-examination that he was not aware about

the income of the workman out of 19 bighas of land. Therefore, the workman is not entitled to back wages while inflicting the substituted punishment. Under these circumstances, the powers conferred U/s. 11-A deserves to be exercised to take lenient view on the question of punishment. In view of the penalty of dismissal the punishment of withholding of four increments with cumulative effect without back wages will meet the end of justice in this case. The punishment of dismissal is disproportionate and harsh to the misconduct committed by the workman. The enquiry has been found fair and proper. Therefore, except the punishment the reference is to be answered in favour of the management.

22. On the basis of the discussions made in preceding paragraphs, the reference is answered that the enquiry conducted by the management is fair and proper but the dismissal of the workman from service is not justified. The penalty of dismissal is set aside and the penalty of withholding of four increments with cumulative effect without back wages with continuity of service is substituted in lieu of penalty of dismissal. The management is directed to reinstate the workman within one month from the date of publication of the Award. Both parties shall bear their own costs. The reference is answered accordingly. Appropriate Govt. be informed.

Chandigarh,

20-3-2001.

B. L. JATAV, Presiding Officer

नई दिल्ली, 20 अप्रैल, 2001

का.प्रा. 1060.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूनाइटेड इंसूरेंस क. लि. के प्रबंधन के सबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिभरण श्रम न्यायालय, चंडीगढ़ के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-4-2001 को प्राप्त हुआ था।

[अं. एल-17012/41/87-डी IV (ए)]

सी. गंगाधरण, अव्वर सचिव

New Delhi, the 20th April, 2001.

S.O. 1060.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Chandigarh as shown in the annexure in the Industrial Dispute between the employers in relation to the management of United India Insurance Co. Ltd. and their workman, which was received by the Central Government on 19-4-2001.

[No. L-17012/41/87- D.IV(A)]

C. GANGADHARAN, Under Secy.

## ANNEXURE

BEFORE SHRI B. L. JATAV, PRESIDING  
OFFICER, CENTRAL GOVT. INDUSTRIAL  
TRIBUNAL-CUM-LABOUR COURT,  
CHANDIGARH

Case No. ID 59/88

Jagdish Kumar son of Shri Sohan Singh,  
318/3, Gali Manchiwala  
Patti, Distt. Amritsar.

..Workman.

Vs.

The Regional Manager,  
United India Insurance Co. Ltd.  
SCO 177-178, Sector-8-C,  
Chandigarh.

...Management.

### APPEARANCES :

For the workman : Shri R. L. Chopra.

For the management : Shri Pardeep Bedi.

### AWARD

(Passed on 20-2-2001)

The Central Govt. vide Gazette Notification No. L-17012/41/87-D.IV(A) dated 8th August 1988 has referred the following dispute to this Tribunal for adjudication:

“Whether the action of the United Insurance Co. Ltd. Regional Office, Chandigarh, in terminating the services of Shri Jagdish Kumar son of Shri Sohan Singh sub staff at their Taran Taran Branch w.e.f. 7-4-1983 is legal and justified? If not to what relief the workman concerned is entitled and from what date?”

2. The claim of the workman in brief is that he was appointed as a peon during the month of May 1984 in Insurance Co. and he continued to work there till 6-4-1985. Thus he had worked for more than 240 days during the 12 calendar months preceding the date of termination of his service. He was posted at Taran Taran branch of Insurance Co. The workman was put sometimes on peon's duty and sometimes on clerical job. He had made entries in the registers of the Insurance Co. The services of the workman were terminated verbally on 7-4-1985 without complying with the provisions of Section 25-F of the I.D. Act and without holding any departmental enquiry against the workman. The services of the workman were terminated illegally, therefore management be directed to reinstate the workman on the post of peon with full back wages and continuity of service and consequential benefits.

3. The case of the management in brief is that the workman was engaged on casual/temporary work arising out of casual/temporary necessity of Insurance Co. at Branch office Taran Taran. No appointment letter was issued to him and no agreement was entered into with the workman. He had worked for 125 days with gaps during the period w.e.f. 26-5-84 to 2-4-1985. The payment of his earnings were made vide vouchers executed and signed by him. He had not worked w.e.f. 1-5-84 to 6-4-1985. He was not authorised to make entries in the books of Insurance Co. He was paid wages for the period during which

he had worked in branch office. The holding of enquiry against the workman was not necessary. The provisions of Section 25-F of I.D. Act were not applicable in the case of the workman. Therefore, his claim deserves to be dismissed with cost.

4. The workman has filed replication in which he has reiterated the averments made in his claim statement.

5. On 1-2-2001 the arguments on merits were heard. On that day the statement of the workman was recorded relating to his re-employment in Income Tax Department. He has admitted that he has been employed in Income Tax Department on 2-6-1994. Therefore, he does not want to press his claim for reinstatement but he is now pressing his claim for backwages w.e.f. 7-4-1985 to 1-6-1994.

6. In this case, the engagement of workman as peon in Tarantaran branch of Insurance Co. and termination of his services are admitted facts but there is a dispute relating to date of his engagement and termination of his services.

7. In this case the workman Jagdish Kumar has submitted his affidavit. He has also produced the copies of conciliation proceedings dated 25-8-87 and 12-10-1987 which have been exhibited as Ex. W1 and W2. The management has submitted the affidavit M1 of its Admn. Officer Shri Roop Singh Azad (MW1) and additional affidavit Ex. M2. It has also submitted the verification report relating to the working days of the workman which have been marked as Ex. M3.

8. The workman Shri Jagdish Kumar has deposed in his affidavit that he was appointed on 1-5-1984 in Tarantaran Branch of the management and he continued to work up to 6-4-1985. Thereafter his services were terminated by the management without complying with the provisions of Section 25-F of the ID Act 1947. He had worked at Tarantaran branch for more than 240 days. The department of the management Shri Roop Singh Azad has deposed that the workman was engaged on 10-8-84 and thereafter on 17-8-1984 and 18-8-84. Later on he worked on contract basis from 1-11-1984 to 20-11-1984, 24-11-84 to 30-11-1984, 1-12-1984 to 29-12-1984. He has denied that the workman has worked from 1-5-1984 to 6-4-1985 continuously. As per order sheet dated 25-8-1987 Ex. W1, the witness of the management admitted that the workman had worked continuously for 240 days. But the management has given stress on the order sheet dated 12-10-1987 which has been Exhibited as W2. As per this order sheet the workman had worked for only 125 days. Under these circumstances, the main controversy relates to the number of working days within 12 calendar months preceding to the date of termination of the services i.e. 7-4-1985.

9. The record of conciliation proceedings before ALC(C), Chandigarh cannot be made basis for deciding the controversy between the parties. But it can be used as a corroborative piece of evidence. The findings given by ALC(C), is not binding upon this Tribunal.

10. As per order sheet dated 25-8-1987 (Ex. W1) Law Officer Shri Roop Singh Azad admitted that the workman had worked continuously for 240 days. As per order sheet dated 12-10-1987 Ex. W2 the management (Asstt. Branch Manager) controverted the admis-

sion made by Shri Roop Singh Azad and contended that the workman had worked only for 125 days. On persual of Ex. W2 it is found that the joint verification of working days was made by the official of the management in the presence of the workman. The joint verification report has been submitted by the management which is Ex. M3. This verification report was signed by the workman and the verification was made on 21-8-1987 but the admission was made by Law Officer of the management on 25-8-1987. This admission is apparently contrary to the record of joint verification made on 21-8-1987. Therefore, on the basis of admission made on 25-8-87 no reasonable conclusion can be arrived at that the workman had worked for 240 days in a calendar year.

11. In this case workman Jagdish Kumar was examined and cross-examined on 2-12-1994. The witness of the management was initially examined and cross-examined on 4-1-1995. He was again examined and cross-examined on 7-2-1996 on the request of the management for adducing additional evidence. The opportunity for adducing evidence in rebuttal was given to the workman. But the workman was not examined and cross-examined after 7-2-1996. Therefore, he could not be cross-examined with reference to the joint inspection report Ex. M2. If this verification had not been made fairly the workman would have entered into witness box in rebuttal and he could raise the dispute relating to the fairness of the joint verification but he did not do so. Therefore, the finding of joint verification report is reliable than the proceedings dated 25-8-1987 (Ex. W1).

12. Keeping in view the joint verification report the oath of Shri Roop Singh Azad can be relied upon by this Tribunal. On the basis of the evidence adduced by the management this Tribunal comes to the conclusion, that the workman had not worked for 240 days within 12 calendar months preceding to the date of termination of his services. Under these circumstances, the provisions of Section 25-F need not to be complied with by the management. Thus the termination of the services of the workman has been found legal and justified. Consequently, his claim is deserved to be dismissed with no relief.

13. The rep. of the workman has referred the case of MP Text Book Corporation Vs. Krishan Kant Pancholi and others 1998(80) FLR page 54(MP), which relates to the provisions of Section 25-F. As per this case law the petitioner was employed for 89 days successively with intermittent breaks and he had worked for more than 240 days. This case law is not applicable in this case under consideration because the workman Jagdish Kumar had not worked for 240 days. Therefore, this case law does not support the claim of the workman.

14. On the basis of the discussions made above the reference is answered that the action of the management in terminating the services of Shri Jagdish Kumar sub-staff at their Tarantaran Branch w.e.f. 7-4-1985 is legal and justified. The workman is not entitled to get any relief from the management. Parties shall bear their own cost. Appropriate Govt. be informed.

Chandigarh.  
20-2-2001.

B. L. JATAV, Presiding Officer

नई दिल्ली, २० अप्रैल, २००१

## AWARD

का.आ. १०६१.—औद्योगिक विवाद अधिनियम, १९४७ (१९४७ का १४) की धारा १७ के अनुसरण में, केन्द्रीय सरकार यू.टी.आई. इंस्टीट्यूट ऑफ कैपिटल मार्केट्स के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय संख्या-II, मुंबई के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को १९-४-२००१ को प्राप्त हुआ था।

[सं. एल-१२०११/१४३/९९-आई आर (बी-II)]

सी. गंगाधरण, अवसर सचिव

New Delhi, the 20th April, 2001

S.O. 1061.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal/Labour Court, No. II, Mumbai as shown in the annexure in the Industrial Dispute between the employers in relation to the management of UTI Institute of Capital Markets and their workman, which was received by the Central Government on 19-4-2001.

[No. L-12011/143/99-IR(B-II)]

C GANGADHARAN, Under Secy.

## ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. II, MUMBAI

PRESENT :

S. N. Saundankar, Presiding Officer.

Reference No. CGIT-2/23 of 2000.

Employers in relation to the management of  
UTI Institute of Capital Markets.

UTI Institute of Capital Markets  
The Principal, UTI, Plot No. 82,  
Section 17,  
Vashi, Navi Mumbai  
Mumbai 400 705

AND

Their Workmen.  
The Secretary General,  
Kamgar Congress,  
Siddhivinayak Building,  
2nd Floor, Plot No. 29A,  
Sector 19,  
Vashi Navi Mumbai  
Mumbai 400 705.

APPEARANCES :

For the Employers—Mr. A. S. Ramayya Representative.

For the Workmen—Shri Basu Thomas and  
A. C. Nair Representative.

Mumbai, Dated 22nd, March, 2001.

The Government of India, Ministry of Labour, by its Order No. L-12011/143/99/IR(B-II), dated 7-2-2000, have referred the following Industrial Dispute for adjudication.

“Whether the action of the management of Institute of Capital Market, New Mumbai by terminating the services of (1) S/Shri Somnath Keshwad; (2) Shankar Khare; (3) Sulab Badekar; (4) Mohadeo Suryavanshi; (5) Babab Shirsar; (6) Prahlad Adagale; (7) Chandrakant Kiratakar; (8) Suresh Balkar; (9) Smt. Satyabanu Mane (10) Sitaram Gaikwad is justified? If not, then what relief the workmen are entitled to?”

2. On receipt of the reference this Tribunal issued notices to the union and the management. In response to that the Secretary of the Kamgar Union Mr. Babu Thomas filed Statements of Claim (Exhibit-5). The management opposed the said claim by filing Written Statement (Exhibit-9). Consequently the matter was fixed for framing of issues. On 1-3-2001 the General Secretary of the Union and the officer for the management vide purshis (Exhibit-13) apprised that they have settled the dispute amicably out of court as per the deed of settlement dated 27-2-2001. Since the parties settled the dispute out of court the following order is passed :—

## ORDER

The reference stands disposed off as settled vide Settlement Deed dated 27-2-2001, filed with purshis (Exhibit-13).

S. N. SAUNDANKAR, Presiding Officer

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2 AT MUMBAI

Ref. CGIT NO. 2/23 of 2000

Employers in relation to the management of  
UTI Institute of Capital Markets.

AND

Their Workmen.  
May it please this Hon'ble Court :

The parties in the above reference beg to submit as follows :—

The first party and the second party in the above reference have already entered into an amicable settlement which is full and final. A copy of the Memorandum of Settlement duly signed by all the parties is submitted herewith before the Hon'ble Tribunal. The UTI Institute of Capital Markets and the Workmen represented by the Kamgar Congress jointly hereby pray the Hon'ble Tribunal to pass an order accordingly.

For and behalf of 1st Party

"UTI Institute of Capital Markets"

Sd/-

(B. D. More)

Chief Administrative Officer.

Place : Mumbai

Date : 1st March, 2001.

Sd/-

(A. S. Ramayya)

Management Representative

For and behalf of 2nd Party

"Kamgar Congress"

Sd/-

(Babu Thomas)

Secretary General.

Sd/-

(A. C. Nair)

Secretary (Kamgar Congress)

Representative.

List of workmen engaged through contractor M/s.

New Bombay Multiple Services and Consultants.

| Sr. No. | Name                      | Signature |
|---------|---------------------------|-----------|
| 1.      | Shri Somnath Keshwad      | Sd/-      |
| 2.      | Shri Shanker Khare        | Sd/-      |
| 3.      | Shri Gulab Bhide          | Sd/-      |
| 4.      | Shri Mahadeo Suryavanshi  | Sd/-      |
| 5.      | Shri Baban Sirsat         | Sd/-      |
| 6.      | Shri Prahlad Adagale      | Sd/-      |
| 7.      | Shri Chandrakant Kiratkar | Sd/-      |
| 8.      | Shri Suresh Bolkar        | Sd/-      |
| 9.      | Smt. Satyabanu Mane       | Expired   |
| 10.     | Shri Sitaram Gaikwad      | Sd/-      |

Sd/s

(A. S. Ramayya)

Sd/-

(A. C. Nair)

(Mgmt. Representative) (Union Representative)

#### MEMORANDUM OF SETTLEMENT

Memorandum of Settlement under Section 2(p) read with Section 18(1) of the Industrial Disputes Act, 1947 and read with the Industrial Disputes (Mumbai) Rules, 1957.

Name of the Parties :

1. Principal Employer M/s. UTI Institute of Capital Markets, Navi Mumbai (hereinafter in short referred to as "the institute"). Represented by Mr. B. D. More.
2. Contractor New Bombay Multiple Services and Consultants. Represented by Mr. G. B. Salunke  
And
3. Kamgar Congress, Navi Mumbai. Represented by Mr. Babu Thomas.

#### Short Recital of the Case

Whereas the UTI Institute of Capital Markets had engaged through the contractor M/s. New Bombay Multiple Services and Consultants 10 contract workmen for doing upkeep work of the Institute by an agreement with the contractor M/s. New Bombay Multiple Services and Consultants.

Whereas the workmen employed by the contractor had raised dispute regarding revision of wages and other service conditions followed by agitation which lead finally the contractor to discontinue his contractual up-keep services with the Institute with effect from 22-9-1993.

Whereas the contract workmen engaged by the contractor M/s. New Bombay Multiple Services and Consultants raised an industrial dispute demanding for their regularisation and absorption by the principal employer UTI Institute of Capital Markets before the Hon'ble Court, Thane—vide ULP No. 605/1993.

Whereas the Hon'ble Industrial Tribunal was pleased to dismiss the said complaint lodged by the workmen/union for want of jurisdiction.

Whereas the workmen through their union thereafter raised an industrial dispute with the Assistant Commissioner of Labour, Central (III), Mumbai.

Whereas the Assistant Commissioner of Labour, Mumbai who was the conciliation officer under the Industrial Disputes Act, 1947, after protracted discussions recorded failure.

Whereas the Central Government was subsequently pleased to refer the dispute to the Hon'ble Central Government Industrial Tribunal No. 2, Sion Mumbai vide IT-2/23 of 2000, which is pending.

Whereas the parties had prolonged discussions and negotiated a settlement on the following terms and conditions.

#### Terms of Settlement

1. It is agreed between the parties that of the 10 workmen, 1 workman by name, Smt. Sathya Bhanu Mane had died and the remaining 9 workmen in respect of whom the Reference is pending before the Hon'ble CGIT No. 2, Mumbai, shall be re-employed by the contractor M/s. New Bombay Multiple Services and Consultants, six of whom will be deployed for upkeep work in UTI Institute of Capital Markets at Navi Mumbai as required by the UTI Institute of Capital Markets and the remaining workmen will be placed by him in any other work(s) undertaken by him on contract basis.

2. Whereas the management of UTI Institute of Capital Markets agrees to re-engage the contractor M/s. New Bombay Multiple Services and Consultants effective from 1st March, 2001 on mutually agreed terms and conditions for the upkeep of the UTI Institute of Capital Markets located at Plot 82, Sector 17, Vashi, Navi Mumbai-400 704.

3. It is further agreed between the parties that the 9 workmen who are agreed to be re-employed effective from 1st March, 2001 shall be paid wages at not less than the minimum rate of wages fixed by the Government and it shall be the responsibility of the contractor M/s. New Bombay Multiple Services and Consultants to pay the wages to the workmen effective from the date of re-employment and shall be fully responsible for payment of the legal dues applicable to the contract labour.

4. It is further agreed between the parties, that if any of these 9 workmen do not join on duty on/ before 31st March, 2001, the contractor M/s. New

Bombay Multiple Services and Consultants has a right to employ anybody else in his place and the workman failing to so report will have forfeited his right for re-employment.

5 It is further agreed between the parties that the contractor M/s. New Bombay Multiple Services and Consultants shall pay all the legal dues, if any, in respect of the services rendered by the contract workmen up to 8th September, 1993.

6. It is further agreed that the Institute and Kamgar Congress will file a joint application before the Hon'ble Tribunal along with memorandum of settlement and pray for an order accordingly.

This settlement is signed by the parties at Navi Mumbai, this 27th day of February, 2001.

For and on behalf of the  
UTI Institute of Capital Markets  
Sd/-

B. D. MORE  
Chief Administrative Officer  
UTI Institute of Capital Markets  
Plot No. 82, Sector-17, Vashi,  
Navi Mumbai.

For and on behalf of the  
Workmen "Kamgar  
Congress"

For Kamgar Congress

Sd/-

Secretary General

For and on behalf of  
The Contractor  
M/s. New Bombay Multiple  
Services and Consultants.

नई दिल्ली, 23 अप्रैल, 2001

का.प्र. 1062.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ इंडिया के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/अथ न्यायालय, बंगलूर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-4-01 को प्राप्त हुआ था।

[मं. एल-12012/149/96-आई आर (बी-II)]

सी. गंगाधरन, सचिव

New Delhi, the 23rd April, 2001

S.O. 1062.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal/Labour Court, Bangalore as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bank of India and their workman, which was received by the Central Government on 23-4-2001.

[No. L-12012/149/96-IR(B-II)]

C. GANGADHARAN, Under Secy.

1364 GI/2001—14.

## ANNEXURE

### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

Dated, the 17th April, 2001

PRESENT :

Hon'ble Shri V. N. Kulkarni, B.Com, LLB, Presiding Officer.

C.R. No. 228/97

I PARTY :

The General Secretary,  
Bank of India Staff Union,  
1666 'B' Type III Stage,  
Austin Town, BDA Layout,  
Bangalore-560 047.

II PARTY :

The Chief Regional Manager,  
Regional Office, Bank of India,  
Bangalore Region, Jyothi Mahal,  
49, St. Marks Road,  
Bangalore-10.

## AWARD

1. The Central Government by exercising the powers conferred by Clause (d) of sub-section (1) and Sub-section 2A of Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No. L-12012/149/96-IR(B-II) dated 13-5-1997 for adjudication on the following schedule.

## SCHEDULE

"Whether the action of the management of Bank of India in imposing the punishment of stoppage of one increment in respect of Sh. D. P. Hedge is justified? If not, to what relief he is entitled?"

2. I party is present in person. Mr. Venkatesh is present for II Party. There is a letter on behalf of Joint Secretary to the effect that the I Party has taken Voluntary Retirement and he is not interested in this dispute. Today, Memo is filed by the II Party and signed by I Party. In view of the Memo I pass the following order.

## ORDER

Memo is allowed and the reference is disposed of, granting permission to withdraw the dispute accordingly.

HON'BLE V. N. KULKARNI, Presiding Officer

नई दिल्ली, 23 अप्रैल, 2001

का.प्र. 1063.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इलाहाबाद बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/अथ न्यायालय

लखनऊ के पंचाट को प्रवर्तित करती है, जो केन्द्रीय सरकार को 23-4-2001 को प्राप्त हुआ था।

[सं. एल-12012/51/2000-आई प्रार (बी-II)]

सी. गंगधरण, प्रवर सचिव

New Delhi, the 23rd April, 2001

S.O. 1063.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal/Labour Court, Lucknow as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Allahabad Bank and their workman, which was received by the Central Government on 23-4-2001.

[No. L-12012/51/2000-IR(B-1)]

C. GANGADHARAN, Under Secy.

### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW

PRESIDING OFFICER: RUDRESH KUMAR. ADJUDICATION

I.D. No. 57/2000

### BETWEEN

Jagannath Prasad  
C/o Shri Ayodhya Prasad  
Allahabad Bank  
Husainganj Branch  
Lucknow (U.P.).

AND

The Regional Manager  
Allahabad Bank  
Regional Office, Gonda,  
Gonda (U.P.).

### AWARD

By reference No. L-12012/51/2000 dated 19-7-2000, the Central Government, in the Ministry of Labour, in exercise of powers conferred by clause (vi) of sub-section (1) of Section 10 of the I.D. Act, 1947 (14 of 1947) made over this industrial dispute between Jagannath Prasad and Regional Manager, Allahabad Bank, Gonda for adjudication.

The reference is re-produced as under :

“Whether the management of Allahabad Bank is justified in imposing the punishment of removal from service to Shri Jagannath Prasad, clerk-cum-cashier? If not, what relief is the disputant workman entitled to?”

2. The workman, Jagannath Prasad, has challenged punishment of removal from service alleging that he was appointed in the service of Allahabad Bank in subordinate cadre and subsequently promoted as Clerk-cum-Cashier, that he is ‘workman’ as defined under Section 2(s) of the I.D. Act, 1947, that while

he was posted as Clerk-cum-Cashier at Jhila branch of the said bank, was served with a charge sheet No. RO : VIG/JP/9807 dated 14-2-1997 by the Regional Manager/Disciplinary Authority, that as many as six charges were framed against him and enquiry was ordered by appointing Mr. R. K. Jha as Enquiry Officer; that the enquiry officer during the proceeding did not look into the records which were allegedly found to be interpolated by him; that the conclusion of guilt was drawn on the sole basis of confession of charges.

3. That the disciplinary authority issued a show cause notice dated 16-2-1998 to him proposing ‘removal from bank service with superannuation benefits as would be due otherwise at that stage and without disqualification from future employment’. A reply was submitted stating that his confession was obtained by allurement, which could not have been relied by the enquiry officer.

4. It is also pleaded that the mistakes mentioned in the charges were in the nature of clerical errors. Also, the punishment is harsh, and untenable. His appeal to the Asstt. General Manager/Appellate Authority, Lucknow was also rejected vide order No. CZO/VIG/427 dated 30-6-99.

5. The management, on the other hand, did not deny facts relating to appointment of the workman, issuance of charge sheet, his confession before the enquiry officer, and removal order. The management has asserted that the mistakes were not casual or clerical but were well designed to cause loss to the bank. These deliberate mistakes were well planned and were not isolated but committed in series, on various dates, indicating fraud on the part of the workman.

6. Two preliminary issues were framed namely : whether domestic/administrative enquiry was proper and legal and whether the conclusion drawn by the enquiry officer was perverse. The management filed records relating to enquiry proceeding and other documents to justify its action. Parties were heard on merit.

7. Main grounds taken the claim statement are that the charges were vague, nature of the mistakes were clerical, improperly on the part of the enquiry officer, not to look into the records but simply to place reliance on, the so called his confessional statement and further that the very confessional statement was obtained from him by way of allurement and assuring him that his case should be treated as per provision 19.12(e) of the Bipartite Settlement dated 19-10-1966.

8. As many six charges were framed against the workman by order dated 14-2-1997. Charge No. 1 related to opening of Account No. 6081 for Rs. 1000 in the name of Dharmendra Kumar Misra on 13-2-1993 but the workman changed Rs. 1000 to Rs. 1500 by way of interpolation. Later, Rs. 1400 was withdrawn causing loss of Rs. 400 to the bank. Charge No. 2 related to Saving Bank Account No. 6075 in the name of Ram Nath Verma which was opened on 8-9-93 after getting Rs. 300 deposited under the hand writing of the workman. A fraudulent

deposit of Rs. 4000 was shown in the said account on 15-9-93 out of which Ram Nath Verma withdrew Rs. 3000 on 18-3-94. Again on 10-3-94 he withdrew Rs. 200. On 10-8-94 and 18-10-94 Rs. 1000 were withdrawn by forgery which caused loss of Rs. 4000 to the bank. Charge No. 3 also related to Saving Bank Account No. 6075. In this account, forgery was committed causing loss of Rs. 1943 to the bank. Charge No. 4 also related to forgeries in the account of Ram Nath Verma. Charge No. 5 related to negligence in duty in making comparison into the balance on various dates and making manipulations. Charge No. 6 related to manipulations by the workman, in his own account on 30-6-94.

9. The charge sheet mentions that the acts of the workman were gross misconduct under para 19.5 (Gha & Ja) of the Bipartite Settlement.

10. The main contention of the workman is that charge sheet was given in Hindi language. The words 'Gha' & 'Ja' if compared with the English vernaculars, the word (Gha) would stand for (d) and (Ja) for (h) in para 19.5 of the Bipartite Settlements. Both the above clauses do not apply if charges are properly construed. The management on the other hand, refute this statement by stating that the word (Ja) means (J) and not (h). It was further pleaded by the management that wrong mentioning of sub-clauses would not make the charges vague which were understood by the workman at the time of making his replies. From perusal of the six charges referred to above, it appears that details of acts were given in the individual charges which were sufficient to indicate their true imports. The workman did understand the charges, properly, before the enquiry proceeding dated 27-5-97. The Enquiry Officer, asked him specific questions whether the charges were properly understood by him and the workman in his reply, clarified that he followed imports of the charges. Again, the Enquiry Officer asked the workman whether he admitted charges in full or in part or he refused to admit charges. The workman admitted all the charges. Another question was asked whether the charges were being admitted under some pressure etc. The workman stated that he has admitted charges with free will, without any pressure or coercion. This part of the enquiry proceeding was in presence of the workman and his defence representative, remained unchallenged. Also, there is no material or allegations warranting inference of bias on the part of the Enquiry Officer.

11. The Enquiry Officer despite categorical admissions, gave another opportunity to the workman to reconsider admissions and extended time, asking the workman to come at 3.00 P.M. The workman clarified in the second session that he made admissions in full senses. These admissions were made in presence of the defence representative. This is evident from the proceedings that the workman acted voluntarily with free will in admitting the charges. There was no allurement or any pressure on him. For the first time he pleaded allurement in obtaining confession, in reply to the notice, proposing punishment of removal from service. This plea of allurement was taken, for the first time, after enquiry was finalised. Nothing stated as when and what date and with motive he was allured. Also, nothing has been

said clarifying his statement before the Enquiry Officer. It is evident that the allegations of allurement, is an after-thought.

12. The workman deposited money to compensate losses to the bank before the enquiry. This fact corroborate admission of guilt. Even in the Claim Statement, the workman has not explained charges on merit or has denied entries in the accounts in his own handwriting. The inescapable conclusion is, that the confession of the charges was voluntary, though it was inculpatory.

13. The submission of the Authorised Representative of the workman that the nature of the mistakes mentioned in the charges were simply omission and clerical, can not be accepted. The workman was fully conversant with the bank's working. Interpolations, changing deposited amount and withdrawals were deliberate. These facts are sufficient to constitute breach of trust and faith and such acts were rightly held to be gross misconduct.

14. Furthermore, the submission of the Authorised Representative of the workman that the Enquiry Officer should have gone through the records, referred to in the charge sheet, before conclusion, is not acceptable. As discussed earlier, the nature of admissions was so categorical, that no doubt was expected in the mind of the Enquiry Officer to seek corroborations by looking into the records. Further more, by making good losses to the bank, the workman had tacitly admission his involvement which is a corroborative factor. In the said background, it was sufficient for the Enquiry Officer to base his finding on confession. His findings is fair and proper and there is no perversity in his conclusion. Also, no procedural mistakes and lack of proper opportunity to the workman in the enquiry, can be drawn.

15. In the said background and also in the light of facts and circumstances of the case, enquiry against the workman was fair and proper. There are no materials to hold the findings unfair or perverse.

16. The charges were very serious but the management has acted with due leniency in the matter by passing removal order with superannuation benefits. The action of the Allahabad Bank is justified and the workman is not entitled to any relief.

17. Award accordingly.

Lucknow,

16-4-2001.

RUDRESH KUMAR, Presiding Officer

नई दिल्ली, 23 अप्रैल, 2001

का.प्र. 1064.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सिंडिकेट बैंक के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, श्रम न्यायालय/ चेम्बर के पंचाट को प्रकशित करती है, जो केन्द्रीय सरकार को 20-4-2001 को प्राप्त हुआ था।

[सं. एल-12011/178/99-आईआर (बी-II)]

सी. गंगाधरन, एवर सचिव

New Delhi, the 23rd April, 2001

S.O. 1064.—In Pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal/Labour Court, Chennai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Syndicate Bank and their workman, which was received by the Central Government on 20-4-01

[No. L-12011/178/99-IR(B-11)]

C. GANGADHARAN, Under Secy.

# ANNEXURE

## BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Monday the 12th February, 2001

Monday, the 16th April, 2001

PRESENT : K. KARTHIKEYAN

Presiding Officer

INDUSTRIAL DISPUTE NO. 40/2000

(In the matter of the dispute for adjudication under Section 10(1)(d) & Sub-section 2(A) of the Industrial Disputes Act, 1947 between the Claimant and the Management of Syndicate Bank, Chennai.)

# BETWEEN

General Secretary,  
Syndicate Bank Employees Union,  
Chennai. : Claimant/I Party

AND

Deputy General Manager,  
Syndicate Bank, Zonal Office,  
Chennai. : Management/II Party  
Appearance :

For the Claimant : M/s. R. Vaigai &  
Anna Mathew,  
Advocates

For the Management : M/s. T.S. Gopalan &  
Co Advocates.

Reference : Order No. L-12011/178/99/IR (B-11)  
dated 29-2-2000 of the Ministry of  
Labour, Govt. of India, New Delhi.

This dispute on coming up before me for deciding the preliminary issue on 15-1-2001 upon perusing the reference, Claim Statement, Counter Statement, connected petition and Counter and other material papers on record and the documentary evidence let in on either side and upon hearing the arguments of the counsel for the Claimant M/s. R. Vaigai &

Anna Mathew and the counsel for the Management Sri T.S. Gopalan and this preliminary issue in this Industrial dispute, having stood over till this date for consideration, this Tribunal pass the following preliminary order :

This reference by Central Government in the exercise of the powers conferred by Clause (d) of Sub-section (1) and sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 in respect of dispute between the General Secretary, Syndicate Bank Employees Union, Chennai, espousing the cause of the workman Sri K.A. Satish and the Deputy General Manager, Syndicate Bank, Zonal Office, Chennai mentioned as Schedule appended to the order of reference.

The Schedule reads as follows:—

“Whether the management of Syndicate Bank is justified in imposing punishment of stoppage of stagnation increment to Shri K.A. Satish, Clerk? If not, what the employee is entitled to?”

On receipt of this reference, this industrial dispute has been taken on file of this Tribunal on 4-8-2000 as Industrial Dispute No. 40/2000. On receipt of the notice from this Tribunal, both the parties appeared through their respective counsels and filed their respective Claim Statement and Counter Statement.

2. The averments of the Claim Statement of the I Party Claimant are briefly as follows :—

The I Party Claimant (hereinafter referred to as the Petitioner), the General Secretary, Syndicate Bank Employees Union, Chennai has filed the Claim Statement pursuant to the industrial Dispute raised by the Petitioner Union in the matter of Sri K.A. Satish referred to in the Schedule of reference made by the Central Government to this Tribunal for adjudication. Shri K.A. Satish joined the services of the Respondent Management as a Clerk on 10-5-71. He has been discharging his duties sincerely and diligently. He became a member of the petitioner union in the year 1971 and continues to be actively involved in its activities. He is presently working in the Syndicate Bank, Armenian Street, Chennai as a Clerk. He was employed in the Egmore branch of the Respondent's branch on and from 10-7-89. The employee Sri K.A. Satish, was served with an order of suspension dated 21-1-95 issued by the Assistant General Manager of the respondent bank pending enquiry into certain alleged charges against him. The employee wrote a letter dated 8-2-95 to the Assistant General Manager of the Respondent Bank stating that he had not committed any act

warranted suspension and expressed his fear that he is being harassed with an ulterior motive on false charges. While he was under suspension he was transferred to Thiruvellur, where a chargesheet dated 4-5-95 was issued to him by the Respondent Bank containing that, he was absenting from duties without permission since 18-1-95; that on 19-1-95 around 12.00 noon he entered the Strong room without permission and took away some bank calendars to which the Assistant Manager Sri Ananthanarayanan was a witness; that on 20-1-95 he went to the bank after business hours was over at 1.00 pm and requested for payment of local cheque which was agreed to by the Manager but he picked up a quarrel and abused the staff for making him wait; that he voluntarily shook the cash cabin mesh which was damaged as a result; that he caused disturbance in the smooth functioning of the branch. The aforesaid allegations against the employee were found to be gross misconducts under the clauses of the Bipartite Settlement namely Clause 19.5(j), 19.5(e), 19.5(c), 19.5(d). The employee was asked to give his explanation within 15 days thereafter. On 25-5-95, the employee gave his explanation denying all the charges levelled against him and stated that the allegations were false and baseless. He, however, stated that it was false to allege that he had remained absent on 19-1-95 and 20-1-95 without permission and that he was on leave from 18-1-95 to 21-1-95; that he did not enter the strong room and that he did not take away any calendars; that when the cash payment was being delayed on 20-1-95 even after the Manager had accepted his cheque for discounting at 1.05 pm and not at 1.45 pm as stated in the chargesheet. He did ask the staff to expedite the payment; that it was false to allege that he misbehaved with the staff; that he did not abuse any staff; that he did not damage the cash cabin mesh; that he did not commit any misconduct as made out in the chargesheet; that the suspension was uncalled for and that his explanation may be accepted and the charge dropped since the Branch Manager and some staff had made false allegations against him since he demanded repayment of the hand loans he had given to them. The Respondents not satisfied with the explanation given by the employee, constituted a domestic enquiry to inquire into the alleged charges and appointed the Enquiry Officer by an order dated 15-7-95. In the meanwhile, by an order dated 23-6-95 i.e. after the employee gave his explanation and before constituting the domestic enquiry, the employee's suspension was lifted and he was transferred and posted to Thiruvalluvar. The enquiry was held on 22-9-95, 23-9-95 and 16-10-95 at the Zonal Office of the respondent. Two witnesses namely Sri P. Krishnan (MW1), Egmore Branch Manager and Sri K.K. Chandrasekhar (MW2),

Investigating Officer, were examined on behalf of the respondent and Exhibits M1 to M8 were marked. On behalf of the employee Sri S. Gomathinayagam (DW1), Clerk, Egmore Branch, Sri G. Chandrasekhar (DW2), Clerk, Egmore Branch and Sri K. A. Satish (DW3), charge sheeted employee, were examined. One document Exhibit DE-1 was marked. The General Secretary of the petition union was the defence representative. During the enquiry, in gross violation of the prescribed procedure, the Management's witnesses were examined first and the chargesheeted employee was the last to be examined. The Enquiry Officer gave his report dated 23-12-95 with the findings that the charges levelled against the employee were proved. The finding given by the Enquiry Officer are biased and not based on the oral and documentary evidence placed before him. The findings have been given by the Enquiry Officer with complete non-application of mind when there is no evidence on record to show that the employee had committed the alleged misconducts. There is no evidence produced by the respondent to prove this charge of absence without permission. With reference to the allegation that the employee misbehaved with the staff, the Enquiry Officer has merely relied on the statements made by the Witnesses MW1 and MW2, who were not present at the time of occurrence. The persons said to have represented by the incident the witness MW1 were not examined as Management witnesses. There is no evidence to show that the employee had said to each one of them. On the contrary, a letter jointly written by Sri Rajagopal and Smt. Vanmathy, two other letters written by Sri Pancharatnam and Sri Irudhayaraj were produced by the employee before the Enquiry Officer. He refused to accept those letters. The Management did not examine any witnesses for the alleged charge that Sri K.A. Satish behaved violently and damaged the cash cabin. Photographs produced by the Management Ex. M3 to M8 were taken at the instance of MW2, who was not present when photographs were actually taken. Thus, there is no direct evidence to the alleged incidents and the evidence given by MW1 is not corroborated by the evidence of MW2. There is a discrepancy in the time of information given and received. This shows that allegations are false and imaginary. Contradictory statements in the evidence of MW1 have not been evaluated by the Enquiry Officer. The past record of the employee which is unblemished has not been taken into account by the Enquiry Officer. He has merely relied on the statement of MW1 that the employee's behaviour and performance has been erratic on many occasions. The Management had not produced any evidence to prove this. The Enquiry Officer had failed to consider the fact that the employee was

made to wait at the branch for over an hour along with his ailing wife who was to be taken to the hospital and that it was concerted effort from the part of the Manager MWI and a few staff to make these allegations against him to harass him, since he demanded repayment of the hand loans given to them. The findings given by the Enquiry Officer are baseless and not based on material facts placed before him. The second show cause notice dated 18-1-96 on the findings of the Enquiry Officer was issued to the employee, who gave his explanation on 27-1-96. However, the Respondent proceeded against him by imposing the major punishment of stoppage of his next one increment without cumulative effect by order dated 25-7-96. On 7-8-96, the employee preferred an appeal against the order of punishment dated 25-7-96 alleging that the findings of the Enquiry Officer are perverse and it has to be set aside. However, by an order dated 14-9-96, the Appellate Authority confirmed the orders of punishment. The punishment imposed is not commensurate with the misconduct alleged to have been committed by the employee. The Deputy General Manager, Zonal Office, Chennai of the Respondent bank has passed a subsequent order imposing punishment of stoppage of stagnation increment on the employee. The action of the Respondent in imposing another punishment after the confirmation of the Appellate Order is highly arbitrary, illegal and opposed to the principles of natural justice. The Respondents cannot punish the employee twice for the same alleged charges. The past record of the employee has been completely ignored while imposing the punishment. In any case, the Bipartite Settlement does not envisage such punishment to be imposed on an employee. Hence, the Hon'ble Court may be pleased to pass an order holding that the punishment of stoppage of stagnation increment imposed on Sri K. A. Satish, Clerk by the Respondent is unjustified and consequently direct the Respondent to grant stagnation increment to Sri K. A. Satish according to his entitlements.

3. The averments in the Counter Statement of the Respondent/II Party Management are briefly as follows :

The II Party Management (hereinafter referred to as Respondent) denies the allegations made in the Claim Statement except those which are admitted. Every branch of the Respondent bank will have an iron safe or strong room. The access to the iron safe or strong room is available only to the Branch Manager and the Joint Custodian. No member of the staff is permitted to enter the strong room without the permission of the Branch Manager or Joint Custodian. Any violation by the staff is viewed as a serious misconduct. Any employee who has not

reported for work and in respect of whose absence no leave application is received, will be treated as unauthorisedly absent for the day. When a constituent deposits a cheque, his account will be credited only when it is collected. However, some of the account holders like Public Sector Undertakings are given the facility of their cheques being purchased i.e. once the cheque is deposited, the value of the cheque will be credited. The facility of discounting the cheque is permitted only in case where permission is granted. As a matter of concession, the staff of the Bank are given the facility of purchasing cheques. When once the business hours are over, normally no payment is made nor any instrument accepted for deposit. However, as a special case, the Branch Manager may authorise payment after the business hours provided it does not form part of the day's transactions and on the next day, it will figure as the first entry and accounted. However, such late payments are made only after the day's transactions are closed and cash allied. Here again late payment is only a concession and no one can demand it as a matter of right or as a matter of course. The acts of misconduct with which concerned workman was charged, found guilty and awarded the punishment should be considered in the light of the aforesaid factual situation obtaining in the branches of the Respondent. When an award staff indulges in any act of misbehaviour during working hours or in the bank premises and when the cause of such an employee is taken up by the Petitioner Union, the co-employees who are witnesses to the incident seldom come forward to give evidence on matters which are within their knowledge in support of the charges against the erring employee. Similarly, when a charge-sheeted employee is defended in a domestic enquiry by an important official of the Petitioner Union, even the officers are hesitant to give evidence for fear of withdrawal of co-operation from the award staff working under them. The Respondent bank may not be able to lead any tangible evidence on the aforesaid aspect, but it is the bounden duty of the Respondent bank to bring to the notice of this Hon'ble Court to place the reality of the situation prevailing in the Respondent bank. In the case of any award staff who has reached the maximum of the scale, to whom any punishment of stoppage of increment is awarded, it will take effect on the stagnation increment. There is no prohibition in the Bipartite Settlement preventing the Respondent Bank from imposing the punishment of stoppage of increment including stagnation increment. On 19-1-95, at about 12.00 noon, while Sri L. Ananthanarayanan, Assistant Manager was verifying certain documents inside the Strong Room, the concerned workman entered the strong room without the permission of the Manager or authorised officer, took away a bunch of Bank's calendars for the year 1995 which was

kept in the strong room and left the branch. On 20-1-95 also the concerned workman was unauthorisedly absent. After the close of business hours on that day, the concerned workman came to the branch and demanded discounting of a cheque and took the permission of the Manager for late payment. The Egmore branch was observing lunch time between 1.00 p.m. and 1.30 p.m. There were three cashiers viz. one payment cashier and two receipt cashiers. After availing lunch they reported for work between 1.30 p.m. and 2.00 p.m. Immediately thereafter, the Cashiers had taken the tallying of the cash for that day. The concerned workman approached the Payment Cashier Smt. Meena Muralidharan and demanded late payment for the cheque. As it was a late payment, the said cashier consulted another cashier whether any permission was granted for late payment. While the payment was to be made, the concerned workman has got agitated over the delay in payment, abused the staff/officer became violent and started shaking the cash counter as a result of which the wire mesh of the cashier cabin gave way and the cash counter was damaged. Immediately, after the incident the branch made a report to the zonal office and the Manager of the Industrial Relations Department was deputed to make an investigation. Even the Petitioner Union requested the Industrial Relations Department of the Zonal Office, Chennai to depute an officer to investigate into the incident. The investigation had taken some time. On 21-1-95, the concerned workman was placed under suspension pending enquiry into the incidents on 19-1-95 and 20-1-95. On 4-5-95 a charge-sheet was issued to the concerned workman charging him with the gross misconducts under Clause 19.5(j), (e), (c) & (d) of the Bipartite Settlement. The enquiry was held on 22-9-95, 23-9-95 and 16-10-95. In the enquiry, the Branch Manager and the investigating officer could alone be examined to prove the charges as other staff/officers were unwilling to tender evidence for the reasons stated earlier. On 23-12-95, the Enquiry Officer gave his report holding that the charges against the concerned workman were proved. Based on the report of the Enquiry Officer, the concerned workman was asked to appear for a personal hearing before the Deputy General Manager/Disciplinary Authority, Zonal Office, Chennai. The concerned workman was given a personal hearing on 18-6-96 to show cause against the proposed punishment of stoppage of increment. On 23-7-96, the Disciplinary Authority passed the orders imposing the punishment of stoppage of next increment without cumulative effect. The concerned workman reached the maximum of the scale on 1-5-89 and because of successive punishments, he had become ineligible for stagnation increment even prior to 1995. In terms of the order of the Disciplinary Authority, he became further ineligible to the stagnation increment. Even

prior to 1995, the concerned workman was awarded with the punishment of stoppage of increment that acted on the stagnation increment and the Petitioner union has not challenged those punishments. The concerned workman was not discharging his duties sincerely and diligently. His record of service was not free from blemish. There were many occasions earlier to 1995 when his conduct came for adverse action. The concerned workman had admitted in writing that on 19-1-95, he entered into strong room and took away the calendars for distribution to the customers. His only plea was that he had taken the permission of the concerned officer. It is for the workman to prove that he obtained permission of the concerned officer. When he had not done so the charge is proved by his own admission. The incident on the afternoon of 20-1-95 created an abnormal situation in which the union itself requested the Industrial Relations Department to depute its officer to go to the Egmore branch and diffuse the situation. Even the concerned workman stated that if the payment was made in time, the incident would not have taken place. All these admitted facts would go to show that the incident on the afternoon of 20-1-95 which was precipitated by the concerned workman was his own making and he was liable for the same. Discounting of cheque was only a concession and there was no delay in realising the late payment. The concerned workman for the reasons best known to him, created a nasty scene in the branch on the afternoon of 20-1-95 and the conduct of the concerned workman as established in the enquiry had left the Bank with no option than to initiate disciplinary action. It was denied that the concerned workman was being harassed. The decision of the Disciplinary Authority as confirmed by the Appellate Authority is perfectly valid and justified. The concerned workman was imposed with only one punishment of stoppage of one increment without cumulative effect. Hence, it is prayed that the Hon'ble Court may be pleased to make an award rejecting the claim of the Petitioner union.

4. When the matter was taken up for enquiry, in view of the consent given by either sides, Ex. M1 to M22 and Ex. W1 were marked. When the learned counsel for the Respondent sought to file documents in respect of the past record of the employees, the learned counsel for the Petitioner raised an objection that it amounts to fresh evidence which was not let in before the Enquiry Officer and before ever the preliminary issue of the validity of the domestic enquiry has been decided, he should not be permitted to exhibit those documents as Management exhibits in this enquiry. Subsequently, the arguments of the counsel of either side on the preliminary issue of the validity about domestic enquiry was heard. While

the arguments of the learned counsel for the respondent was made, he also advanced arguments with regard to the past conduct of the workman concerned, which was subsequently objected to by the learned counsel for the Petitioner on the ground that it should not be considered before a decision has been given by this Tribunal on the preliminary issue. For this a separate petition by way of I.A. 28/2000 was filed subsequently and that I.A. along with this main I.D. was heard and orders on preliminary issue was reserved.

5. The point for my consideration as preliminary issue is "whether the findings given by the Enquiry Officer in his report dated 23-12-95 are biased and not based on the oral and documentary evidence?"

Point : It is admitted that Sri K. A. Satish, being referred to in the Schedule of reference made by the Central Government to this Tribunal for adjudication for the industrial dispute referred to therein, is working as a Clerk now at Syndicate Bank Branch, Armenian Street, Chennai and at the time of alleged incidence at Egmore branch of the respondent bank. Pending enquiry into certain (alleged) charges against him the concerned employee Sri K. A. Satish was served with an order of suspension dated 21-1-95. A xerox copy of that order of suspension dated 21-1-95 issued by the Assistant General Manager of the Syndicate Bank is marked by consent of both the parties as Ex. M 1. The concerned employee had written a letter dated 8-2-95 to the Assistant General Manager of the Respondent bank stating that he had not committed any such act which warrants suspension from service. A xerox copy of that reply by the concerned employee is Ex. M 2. Subsequently, an order dated 7-5-95 was passed by the General Manager of Syndicate Bank lifting the suspension pending disciplinary action. A xerox copy of that order is Ex. M 3. subsequent to that the Assistant General Manager had issued a memo dated 23-6-95 informing the concerned employee that suspension is revoked pending disposal of the charge sheet and he has been posted to Thiruvellur branch as a Clerk. A xerox copy of that memo is Ex. M 4. The charge sheet dated 4-5-95 was issued to the concerned employee Sri K. A. Satish. A xerox copy of the same is Ex. M 5. On receipt of that chargesheet, the concerned employee has submitted a reply dated 25-5-95. A xerox copy of the reply is Ex. M 6. Subsequently, a domestic enquiry was conducted by Sri A. P. Ranganath to enquire into the incidence mentioned in the chargesheet. As an enquiry Officer, he conducted the enquiry and submitted enquiry report dated 23-12-95. The xerox copy of the same is Ex. M 9. A xerox copy of the proceedings of the Enquiry Officer is marked as Ex. M 8

series (5). In the enquiry, the Assistant Personal Manager, Zonal Office, Industrial Relations Cell, one Smt. Eva Priya Nambiar was the Management representative, while the General Secretary of the Syndicate Bank Employees Union Sri K. Umesh Nayak was defence representative. A perusal of the Ex. M 8 series (1) shows that the domestic enquiry was conducted by the Enquiry Officer in the presence of the chargesheeted employee Sri K. A. Satish and the Management representative and the defence representative on 22-9-95, 23-9-95 and 16-10-95 at the Zonal Office of the Respondent bank at Madras. In all the pages of Exhibit M 8 series (1), the Enquiry Officer, Management representative, defence representative and the chargesheeted employees have subscribed their signature. During that enquiry, two letters from the Egmore branch Manager dated 20-1-95 and 28-1-95 have been marked as Management Ex. 1 & 2. Photographs of the cash cabin (grill) at Egmore Branch as on 20-1-95 six in numbers were marked as Management Ex. 3 to 8. On the side of the Management two witnesses were examined as MW 1 and MW 2. They are Manager Sri P. Krishnan and the Investigating Officer Sri K. K. Chandrasekar. On behalf of the defence, cash credit slip dated 11-2-95 pertaining to ODD account No. 18/94 of the chargesheeted employee has been marked as defence Ex. DEX 1. On the side of the defence Sri S. Gomathinayagar, Sri G. Chandrasekar who were working as Clerks at Egmore Branch at that time and the chargesheeted employee Sri K. A. Satish were examined as defence witnesses 1 to 3 respectively. On conclusion of domestic enquiry and after perusing materials placed before him, he has submitted his enquiry report dated 23-12-95 by giving a finding that the charges levelled against the chargesheeted employee in the charge sheet dated 4-5-95 stand proved. It is alleged in the Claim statement that on 25-5-95, the employee gave his explanation denying all the charges levelled against him and stated that the allegations were false and baseless. It is alleged that he was on leave from 18-1-95 to 21-1-95 and he did not enter the strong room and he did not take away any calendars and that when the cash payment was being delayed on 20-1-95 even after the Manager had accepted his cheque for discounting at 1.05 pm and he did ask the staff to expedite the payment and it was false to allege that he was misbehaved with the staff and that he did not abuse any staff and he did not damage the cash cabin mesh and that he did not commit any misconduct as made out in the charge sheet. It is further alleged in para 7 of the Claim Statement that the findings given by the Enquiry Officer are biased and not based on the oral and documentary evidence placed before him and that the findings

have been given by the Enquiry Officer with complete non application of mind and there is no evidence on record to show that the employee has committed the alleged misconduct. It is further alleged in the Claim statement in para 13 that the findings given by the Enquiry Officer are baseless and not based on the material facts placed before him. All these allegations have been denied by the Respondent bank in their Counter Statement.

6. The learned counsel for the Petitioner, who espousing the cause of the concerned employee Sri K.A. Satish, had put forth an argument that along with the charge sheet dated 4-5-94 no document was given and in the charge sheet nothing has been mentioned as to with whom the concerned employee misbehaved and the persons mentioned in the charge sheet including the Assistant Manager Sri Ananthanarayanan were not examined. The enquiry conducted by the Enquiry Officer is not fair and proper and it is absolutely biased and that the concerned employee has not been given reasonable opportunity in the domestic enquiry. It is further argued that the Management witness No. 1 Mr. P. Krishnan, who was the Branch Manager at that relevant time has given answer to question numbers 2 and 12 in the departmental enquiry dated 22-2-95 that he left the branch at 1.45 pm to meet some railway officials at Central and returned to the Bank Branch after his business around 2.45 pm and he had passed a cheque of Sri K. A. Satish for late payment before he left the Bank Branch and this shows that he was not there in the Bank Branch during the alleged misconduct. So the Enquiry Officer ought not to have relied upon the evidence of this MW 1, since he was not an eye witness to the alleged misbehaviour of the chargesheeted employee Sri K. A. Satish in the afternoon of 20th January, 1995. It is also her contention that for question no. 21, the same witness has admitted that Sri K. A. Satish has received the payment only after his arrival around 2.45 pm, that shows the chargesheeted employee was made to wait unnecessarily in the bank, though the pass order was passed by the Manager even prior to his leaving the office at 1.45 pm only to cause hardship and inconvenience to the concerned employee. She would further say that the 2nd witness for the Management is also not any eye witness to the alleged incidence and they have deposed before the enquiry officer about this incident only on hearing from others and hence they are only hearsay evidence and this is recorded by the Enquiry Officer. This hearsay evidence of the Management witnesses relied upon by the Enquiry Officer for his finding go to show that the enquiry officer is obviously biased. It is her further argument that the Enquiry Officer has not given

any reasoning in this report for believing such hearsay evidence of the Management witnesses and misbelieving the evidence of the defence witnesses. For question no. 6, the first witness for the defence has stated that around 3.00 pm only Sri K. A. Satish got the payment. The chargesheeted employee, as defence witness No. 3 also stated in his evidence that he entered the bank branch at around 12.55 p.m. and got the payment at about 2.55 pm. It is also the evidence of chargesheeted employee before the Enquiry Officer that he did not come to the branch on 19-1-95 and in support of his statement, he submitted a letter issued by the Assistant Manager of the branch Sri Ananthanarayanan but the Enquiry Officer has not admitted the document as evidence. It is her further contention that though she cannot say that the Enquiry Officer has acted in a perverted manner, she can say that without any evidence to substantiate the charge the findings given by the Enquiry Officer is nothing but obviously biased one. Hence, it has to be held that the domestic enquiry conducted by the Enquiry Officer is not fair and proper.

7. In reply to this argument, the learned counsel for the respondent contended that a perusal of the enquiry proceedings Ex.M8 series and the Enquiry Officer report Ex.M9 go to show that the contentions of the learned counsel for the Petitioner are incorrect and unsustainable. As per the charge, two incidents dated 19-1-95 and 20-1-95 had taken place. In the reply Ex.M6, the chargesheeted employee has totally denied the entire charge stating that he was on leave from 18-1-95 to 20-1-95. Further it is his contention in the Claim Statement that he did not enter the strong room and took away the calendars and when the cash payment was delayed on 20-1-95, except asking the staff to expedite the payment, he did not misbehave with the staff and had not abused any staff and damaged the cash cabin mesh to say that he has not committed any misconduct as mentioned in the charge sheet. On the other hand, the enquiry proceedings will reveal that the stand taken by the chargesheeted employee are incorrect besides being false. A perusal of the records in this case goes to show that the chargesheeted employee had totally denied the incident on 19-1-95 and it is his contention that the cash cabin mesh has not been fallen out because of him. So from the evidence available in this case, the Enquiry Officer in the domestic enquiry found sufficient basis to come to the conclusion that the charges levelled in the charge sheet against the employee concerned has been proved and hence it cannot be said that without any oral or documentary evidence, the Enquiry Officer has given a finding in a biased manner. In support of his

argument, the learned counsel for the Respondent bank pointed out materials that are available in the enquiry proceedings as evidence for the Enquiry Officer for coming to the conclusion that the charges levelled against the concerned employee were in the charge sheet Ex.M5 as proved.

8. In the enquiry proceedings, it is recorded that Management witness No. 1 has clearly stated as answer to question No. 3 that on 19-1-95 Sri K.A. Satish visited the branch and he did not obtain his permission to enter the strong room and he would further say that Sri K.A. Satish was on leave on that day and he did not ask his prior permission to enter the strong room. Further he would say an answer to the next question that whether he removed any bank property from there, as 'yes', he was taking bunch of calendars from the strong room which was kept for distribution purpose. In the cross-examination also it is his evidence that on 19-1-95 when Shri K.A. Satish entered the strong room Sri Ananthanarayanan, department officer was present in the strong room and he came to know when Sri Ananthanarayanan reported that Sri K.A. Satish entered the strong room and when he informed Sri K.A. Satish that calendars should not be taken out without Manager's permission, Sri K.A. Satish rushed up quickly with bunch of calendars. It is also the evidence of MW1 in cross-examination that he observed that Sri K.A. Satish was carrying bunch of calendars and when he enquired, it was reported by Sri Ananthanarayanan that he removed the calendars from strong room despite of his objection and rushed away with the calendars. He would further deposed before the Enquiry Officer, that when he asked Sri K.A. Satish next day as to who permitted him to remove bunch of calendars from the branch, he told him that they were to be distributed to customers and so he took away the same. A perusal of the evidence of MW1 would go to show that nothing has been put to this witness during cross-examination that no such incident has taken place and the chargesheeted employee Sri K.A. Satish has not come to the bank branch on 19-1-95 and had not entered the strong room without permission and had not taken away the calendars kept in that strong room. This was reported by MW1 by his letter dated 20-1-95 itself. It is marked as Management Ex.No. 1 in the domestic enquiry with regard to the second incident dated 20-1-95 MW1 has informed the same to the Zonal Office through his letters dated 20-1-95 and 28-1-95 which are marked as Management Ex.1 & 2 respectively and both these letters have been identified as letters sent by him to the Zonal Office in the respective days. It is admitted that the Management witness No. 2 one Mr. Chandrasekar working as Manager in Industrial Relations Cell of Zonal Office,

Madras was not present at the time of incident. Subsequently, even according to his evidence as MW2 in the domestic enquiry, he received a phone call from Egmore Branch regarding the misbehaviour of the chargesheeted employee on 20-1-95 and subsequently also he received a call from the Union requesting him to visit the branch immediately. He would therefore, say in his statement that on reporting the matter to the Assistant General Manager, he directed one Mr. Dwarkanath and himself to visit the branch to have first hand information and as such they visited the Egmore branch at around 3.30 pm and the Branch Manager and other officers of the branch narrated what has transpired on that day and the averments of the officials were also reported to the Zonal Office by the Branch Manager as detailed in Management Ex.1 & 2. It is his further evidence that Cashier Sri Pancharatnam had also shown them the destructions and damage caused to the cash cabin and he advised the Manager to take photographs of the cash cabin and six photographs taken are Management Ex. 3 to 8. Apart from this his evidence to that effect to show the presence of chargesheeted employee at the relevant time on 20-1-95 at the bank branch. From the available records, it is seen that something had happened to call a person from the Zonal Office from Industrial Relation Cell to note as what had happened in the Egmore branch of the bank. From this it cannot be said no such incident has taken place. Further, the Defence witness No. 2 has stated his answer to question nos. 6 and 7 that the chargesheeted employee at about 2.30 p.m got that payment because it was lunch time and only after discounting of cheque and passing of the slips the payment could be made and hence the delay. The chargesheeted employee also stated in his evidence as answer to question no. 5 that he got the payment at 2.55 pm. In cross examination, the chargesheeted employee DW3 gave the answer to question no. 4 that since the Manager promised to re-pay the money taken from him before Pongal, he did go to him to enquire about the payment and had the Manager given him the money, there would not have been any problem including that of discounting dividend warrant. From this admission of the chargesheeted employee, it is seen some incident has taken place on 20-1-95, which is mentioned as charge no. 2 in the chargesheet. From the evidence it is seen that the chargesheeted employee on 20-1-95 came to the bank branch after the office hours to discount a cheque. When there is sufficient evidence to show that he came during the lunch hour that too after office hours after the cashiers have tallied the cash individually, they have made payment to the chargesheeted employee on that day after 2.30 pm and the chargesheeted

employee himself has admitted that he got payment by 2.55 p.m. So from the materials available in this case, it is seen that the chargesheeted employee as DW3 has taken different stand at different times. Much has been spoken to the learned counsel for the Petitioner that the Enquiry Officer has not given opportunity to exhibit letters given by the Assistant General Manager, Sri Ananthanarayanan and few of the staff of the bank with regard to this incident stating that the author of those documents were not before the enquiry to speak about the contents of the same and subject themselves for cross-examination by the Management representative. That ruling given by the Enquiry Officer during his proceedings is quite correct according to the procedure and provisions of law. The fact that has been mentioned in writing by a person must come forward to say that it is his representation in writing and he must subject himself to the cross-examination. Even in this case, those persons who have letters in favour of the chargesheeted employee in respect of these incidents have not examined but their letters sought to be pressed into service in the domestic enquiry when they were not prepared to come before the Enquiry Officer to speak about the same. When the Enquiry Officer has given ruling that those documents cannot be admitted as evidence, on the side of the defence, the chargesheeted employee has not chosen to examine those witnesses as his witnesses in support of his stand of denial of the charge. As it is decided by various High Courts and the Hon'ble Supreme Court, the law is settled that normally the Court should not interfere with the findings of the Enquiry Officer and the decision taken by the Disciplinary Authority on the enquiry report unless principles of natural justice is violated or the findings are perverted or biased. In the departmental proceedings, guilt need not be established beyond reasonable doubt. Proof of misconduct may be sufficient. The standard of proof is that of preponderance of probability. It is held in the case reported as 1970 5C LLJ 56 BURN & CO LTD., Vs. WORKMAN and another that "domestic enquiry must be found to be fair and proper. The fact that in such cases one of the charges is not found proved does not vitiate the order of dismissal, if the dismissal could be given in regard to the other charge". Quoting this decision of the Hon'ble Supreme Court in the above judgement, the learned counsel for the Respondent Bank had argued that even it is found that out of the two charges, the findings of the Enquiry Officer cannot be accepted as proved, since there is no direct evidence to prove the charge No. 2, the charge No. 1 can be taken as proved as it has not been disputed seriously or contra evidence has been let in by the defence side. The learned counsel for the Respondent has relied upon

another decision of the Hon'ble Supreme Court as reported in 1982 (1) LLJ 46 in the case of STATE OF HARYANA AND ANOTHER Vs. RATTAN SINGH, wherein it is held that "it is well settled that in a domestic enquiry strict and sophisticated rules of evidence under the Indian Evidence Act may not apply. All materials which are logically probative for a prudent mind are permissible. There is no allergy to hearsay evidence provided it has a reasonable nexus and credibility. The simple point is, was there some evidence or was there no evidence not in the sense of technical rules governing regular Court proceedings but in a fair commonsense way as men of understanding and worldly wisdom will accept. Viewed in this way, sufficiency of evidence in proof of the finding by a domestic Tribunal is beyond scrutiny." In another case reported as 1982 (1) LLJ 54 SHRI J.D. JAIN Vs. THE MANAGEMENT OF STATE BANK OF INDIA & ANOTHER. It is decided as follows:—

"The word 'hearsay' is used in various senses. Sometimes, it means whatever a person is heard to say, sometimes, it means whatever a person declares on information given by some one else. In departmental proceedings, the guilt need not be established beyond reasonable doubt, proof of misconduct may be sufficient. The law is well settled that strict rules of evidence are not applicable in a domestic enquiry."

As it is argued by the learned counsel for the Respondent bank, all the decisions of Hon'ble Supreme Court are quite applicable to the present facts of this case. From the materials available in this case, it is seen that sufficient oral and documentary evidences were placed before the Enquiry Officer in the domestic enquiry from the Management witnesses to prove the charges levelled against the chargesheeted employee and only on that proof, the Enquiry Officer in his report has given a finding that the charges have been proved. So under such circumstances, it cannot be said that the Enquiry Officer's findings are biased and not based on the oral and documentary evidence placed before him. From the available materials, it is evidently clear that the concerned employee Sri K.A. Satish has entered the strong room in the bank branch on 19-1-95 without permission and has taken away the calendars kept for the distribution of the customers and he misbehaved with the staff by abusing them and have damaged the cash cabin mesh and thereby he had committed acts of misconduct as mentioned in the chargesheet. Under such circumstances, I hold that the finding given by the Enquiry Officer dated 23-12-95 are not biased but they have

based on oral and documentary evidence placed before him. Thus, I answer the point accordingly the preliminary issue has been decided.

For hearing arguments of the counsels of either side with regard to the penalty imposed by the Disciplinary Authority against the employee concerned on the basis of the findings of the Enquiry Officer mentioned in his report Ex. M5 Enquiry adjourned to 20-02-2001.

Orders in this preliminary issue has been dictated to the Stenographer, transcribed and typed by him and corrected and pronounced by me in the open court this day 12th February, 2001.

K. KARTHIKEYAN, Presiding Officer

16-04-2001

This Tribunal after deciding the preliminary issue about the validity of domestic enquiry and passed the order on the preliminary issue as above on 12-02-2001 adjourned the case to 20-02-2001 for hearing the argument of counsel on either side in respect of the penalty imposed by the Disciplinary Authority, the Respondent herein against the concerned employee to decide Schedule of reference in this industrial dispute. When the matter was taken up on 20-02-2001, a petition was filed by the counsel for the Petitioner/I Party requesting this Tribunal to adjourn this case to 23-2-2001 for advancing her arguments. Since the counsel for the Respondent/Management expressed his inability to present on 23-02-2001 due to his pre-occupation on that day and requested this Tribunal to hear his arguments on side of the Respondent/Management, the arguments advanced by him was heard and the case was adjourned to 23-2-2001, as per the request of the counsel for the Petitioner to advance their arguments on behalf of the Petitioner/I Party. When the matter was taken up on 23-2-2001, it was again adjourned to 1-3-2001 on the request on behalf of the counsel for the Petitioner. Like that on the request of the counsel for the Petitioner orally as well as on petition, the case was adjourned to various dates from 1-3-2001 to 8-3-2001, 14-3-2001, 22-03-2001, 29-3-2001 and 03-04-2001 on the ground of inability of the Petitioner's counsel to advance her arguments on the side of the Petitioner. Only on 3-4-2001, the counsel who represented the counsel for the Petitioner/I Party with the permission of this Tribunal advanced the arguments on behalf of the Petitioner/I Party counsel on record in respect of the punishment imposed by the Management against the concerned Workman for his proved misconduct in that domestic enquiry conducted earlier by the Management through the Enquiry Officer. Accordingly, the arguments advanced by him was heard.

The counsel for the Respondent/Management had advanced his reply arguments and this case was adjourned to this date for orders. This case having stood over till this date for consideration, this Tribunal pass the following :—

#### AWARD

9. The next main issue for my consideration is whether the management of Syndicate Bank is justified in imposing punishment of stoppage of stagnation increment to Shri K.A. Satish, Clerk. If not, what the employee is entitled to?

10. The learned counsel who advanced arguments on behalf of the Petitioner/I Party on this main issue had fairly conceded that Section 11A of the Industrial Disputes Act provisions are applicable, in cases of the discharge and dismissal only and not in other cases of penalty. Admittedly in this case, penalty of discharge or dismissal has not been imposed by the Respondent/Management on the concerned employee of the Respondent Bank Sri K. A. Satish. This Section 11A of the Industrial Disputes Act was inserted in the Industrial Disputes Act by means of the amendment Act of 1971 with effect from December 15, 1971. Admittedly, the Respondent/Management of Syndicate bank had imposed punishment of stoppage of stagnation increment on its employee Sri K.A. Satish, the Clerk in the Respondent Bank for the proved misconduct by an order dated 25-7-1996, under the original of Ex. M11. So this order passed by the Disciplinary Authority of the Management on the concerned employee Sri K. A. Satish not prior to the introduction of Section 11A of the Industrial Disputes Act, but long subsequent to it about 25 years later. The learned counsel for the Respondent/Management had cited a decision of the Rajasthan High Court reported as 1995 1 LLJ 257 between Rajasthan State Road Transport Corpn. & another and Judge Industrial Tribunal, Bikaner & Ors. and has argued that as per the decision of this High Court also the inserted section of 11A in the Industrial Disputes Act by means of the amendment Act of 1971 is not applicable to this case, wherein the punishment imposed by the Respondent/Management against the concerned employee is not a penalty of discharge or dismissal.

11. The learned counsel on behalf of the Petitioner would argue further that the Disciplinary Authority while imposing the punishment against the concerned employee for stoppage of stagnation increment has not considered Ex. M14 and the para 3 of M15. It is stated in both those paragraphs of those two Exhibits that the decision to impose penalty of stoppage of increment for the employee who reached the maximum scale of pay should be conscious one after carefully examining the feasibility of other

penalties. From the final order of the Disciplinary Authority under the original Ex. M11, it is evident that one such direction given by the Management under Ex. M14 & M15 have not been adhered to by the Disciplinary Authority because in that order it is merely stated that awarding a punishment of stoppage of his next one increment without cumulative effect. It does not say that imposing a punishment of stoppage of stagnation increment and this shows that the Disciplinary Authority while imposing the punishment under the order, original of Ex. M11 has not considered that the employee already reached the stage of stagnation increment. There is no reference to that effect in the orders of the Disciplinary Authority as well as Appellate Authority. From this it is seen that neither the Disciplinary Authority nor the Appellate Authority have applied their mind in passing their orders. For that nothing is available in their respective order to show that they have discussed with regard to the feasibility of awarding other penalties mentioned in Clause No. 21 (4) (e), (f) and (g) in the Bipartite Settlement. So under such circumstances on the basis of the Disciplinary Authority and Appellate Authority in not following the directions of the Respondent bank/Management the precautions to be taken by them before awarding punishment of stoppage of increment, this Tribunal is well within the right to interfere with the imposition of punishment against the concerned employee by those two authorities. Hence, he requests this Tribunal to pass an order and thereby modifying the punishment imposed by the Management on the concerned employee by imposing any one of the lesser punishment mentioned under Clause 21 (4) of (e) to (g).

12. The learned counsel for the Respondent/Management would argue that in the Bipartite Settlement under Clause 21 (4) (d), it is mentioned about stoppage of increment and nothing has been stated in the Bipartite Settlement Clause 21 that imposing a punishment of stoppage of stagnation increment for the misconduct of the employees who has reached the stage of stagnation increment as a bar. In the order passed by the Disciplinary Authority under Ex. M11 stating that the concerned employee was awarded punishment of stoppage of just one increment without cumulative effect taking into account all the aspects of case and also the past service records of the employee, would mean that the said punishment for stoppage of increment of the concerned employee whenever it falls due. Merely because it is not mentioned as stoppage of stagnation increment, it cannot be said that Disciplinary Authority and the Appellate Authority has not considered the feasibility of considering other penalties mentioned as (e) (f) (g) of sub-clause (4)

Clause 21 of Bipartite Settlement. Only after considering the past service records of the concerned employee, both the Disciplinary Authority and the Appellate Authority has decided to impose the punishment in question on the concerned employee. This has been clearly stated in the orders of both the Disciplinary Authority and the Appellate Authority. So under such circumstances, it cannot be said that both the authorities have violated the directions of the management given under Ex. 14 to 16 while imposing punishment on the concerned employee for his proved misconduct. So, in the absence of any provision in the Industrial Disputes Act, this Tribunal need not interfere with the punishment imposed by the Respondent/Management against the concerned employee.

13. On considering the arguments advanced by the counsel on either side, this Tribunal concludes that the arguments of the learned counsel for the Respondent/Management on the main issue are acceptable. As per the provisions of Section 11A of the Industrial Disputes Act and as the decision of the Rajasthan high Court in the above cited case this Tribunal cannot interfere with the punishment imposed by the Management against the employee for his proved misconduct. Further nothing is available in this case to conclude that the punishment awarded by the Disciplinary Authority on the concerned employee is a one of want of good faith, victimisation, unfair labour practice, violation of principles of natural justice and the materials and the findings of the Enquiry Officer is completely baseless or perverse. So, as it is decided in so many cases by the Hon'ble Supreme Court this Tribunal cannot act as a Court of Appeal to substitute a punishment instead of the punishment awarded by the Management. From the available records, it is clearly seen that the punishment to be meted out by the concerned employee was entirely within the powers of jurisdiction of the employer, the Respondent/Management and there is no scope as jurisdiction of the Tribunal to decide whether the said punishment was justified except where the punishment is so grossly out of proportion so as to suggest victimisation or unfair labour practice. Under such circumstances, there is no impediment for this Tribunal to come to a conclusion that the Management of Syndicate Bank is justified in imposing punishment on stoppage of stagnation increment to Sri K. A. Satish, the Clerk and hence the concerned employee is not entitled to any relief prayed for in the claim Statement filed by the Petitioner Union.

14. In the result, an award is passed holding that the I Party/Claimant Union which is espousing the cause of the employee Sri K. A. Satish is not entitled to any relief prayed for in the Claim Statement and this industrial dispute is dismissed. No cost.

(Typed dictation by the Stenographer, and corrected and pronounced by me in the open court this day, the 16th April, 2001)

K. KARTHIKEYAN, Presiding Officer

Witnesses Examined:

On either side : NONE

Documents Marked:

For the I Party/Claimant:

| Ex. No. | Date       | Description                                 |
|---------|------------|---------------------------------------------|
| W1      | 09-08-1996 | Copy of order to stop stagnation increment. |

For the II Party/Management:

| Ex.No. | Date                 | Description                                                                                               |
|--------|----------------------|-----------------------------------------------------------------------------------------------------------|
| 1      | 3                    | 3                                                                                                         |
| M1     | 21-01-95             | Copy of Suspension order.                                                                                 |
| M2     | 08-02-95             | Copy of representation made by the concerned workman to the Management.                                   |
| M3     | 07-06-95             | Copy of order of II Party revoking the suspension.                                                        |
| M4     | 23-06-95             | Copy of order of II Party posting the concerned workman to Tiruvalluvar Branch.                           |
| M5     | 04-05-95             | Copy of chargesheet issued by II Party.                                                                   |
| M6     | 25-05-95             | Copy of reply to charge sheet by Workman to the Management.                                               |
| M7     | 07-09-95             | Copy of notice of enquiry from the Management to the Workman.                                             |
| M8(1)  | 22-09-95 to 16-10-95 | Copy of day to day proceedings of enquiry.                                                                |
| M8(2)  | 20-01-95             | Copy of letter by Manager, Egmore branch to DGM, Zonal Office, IRD regarding misbehaviour of the workman. |
| M8(3)  | 28-01-95             | Copy of letter by the Manager, Egmore, AGM, Zonal Office, Chennai regarding misbehaviour of the workman.  |
| M8(4)  |                      | Xerox copies of photograph of the cash cabin of Egmore branch (MEX 3, 4, 5 & 6)                           |
| M8(5)  | 11-02-95             | Xerox cash challan for credit to ODD 18/94 of the concerned workman (DEX.1)                               |

| 1   | 2        | 3                                                                                                                     |
|-----|----------|-----------------------------------------------------------------------------------------------------------------------|
| M9  | 23-12-95 | Copy of enquiry report.                                                                                               |
| M10 | 11-06-96 | Copy of notice of personal hearing/2nd SCN                                                                            |
| M11 | 25-07-96 | Copy of final order by Disciplinary Authority.                                                                        |
| M12 |          | Copy of appeal preferred by workman before Appellate Authority.                                                       |
| M13 | 14-09-96 | Copy of proceedings before the Appellate Authority with order.                                                        |
| M14 | 10-12-98 | Copy of I Party's representation before RLC raising ID.                                                               |
| M15 | 05-04-99 | Copy of II Party's reply before the RLC in the ID.                                                                    |
| M16 | 09-11-99 | Copy of failure report.                                                                                               |
| M17 | 05-08-83 | Copy of DGM's proceeding imposing the punishment of warning to the concerned workman.                                 |
| M18 | 03-09-86 | Copy of order of AGM, ZO, Chennai suspending the concerned workman for riotous behaviour.                             |
| M19 | 08-10-86 | Copy of chargesheet to the concerned workman charging of riotous behaviour and acts prejudicial to interest of bank.  |
| M20 | 18-01-88 | Copy of proceedings of AGM, Zonal office imposing the punishment of stoppage of next one increment.                   |
| M21 | 27-10-88 | Copy of order of DGM, ZO suspending the concerned workman.                                                            |
| M22 | 30-06-89 | Copy of proceedings of DGM, ZO, Chennai imposing punishment of stoppage of next one increment with cumulative effect. |

रई दिल्ली, 23 अप्रैल, 2001

का.प्रा. 1065 औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार देना बैंक के प्रबंधन के संबंध निजीकों और उनके कर्मचारियों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/अथ न्यायालय बैंगलूर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-4-2001 को प्राप्त हुआ था।

[सं. एल-12012/1/92-आई आर (बी-II)]

सी. गंगाधरन, अवर सचिव

New Delhi, the 23rd April, 2001

S.O. 1055.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal/Labour Court, Bangalore as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Dena Bank and their workman, which was received by the Central Government on 23-4-2001.

[No. L-12012/1/92-IR (B-II)]

C. GANGADHARAN, Under Secy.

## ANNEXURE

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR  
COURT, BANGALORE

Dated 18th April, 2001

Present : Hon'ble Shri V. N. Kulkarni, B. Com LL.B.  
Presiding Officer

C. R. No. 43/92

## I Party

The General Secretary,  
Dena Bank Employees  
Trade Union Congress,  
K.G. Road,  
Bangalore-560 009.

## II Party

The Regional Manager,  
Bena Bank,  
Sona Towers,  
Millers Road,  
Bangalore

## AWARD

1. The Central Government by exercising the powers conferred by clause (d) of Sub-Section (1) and Sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No. L-12012/1/92-IR (B.II) dated 30-04-1992 for adjudication on the following schedule.

## SCHEDULE

"Whether the action of the management of Dena Bank in imposing punishment of stoppage of one increment with cumulative effect for the year 1986 for the alleged misconduct of workman Sh. Shankar Rao Nagar, Driver, is justified? If not, to what relief is the workman entitled?"

2. Shri Ramesh Upadhyaya, the learned counsel for the II Party submits that the I Party has taken Voluntary Retirement and this dispute is in respect of stoppage of one increment and in view of the Voluntary Retirement, the dispute will not survive. I have heard KLS and RU in detail and perused the papers. Sh. RU wanted time. In view of the situation that the I Party has taken Voluntary Retirement, I will not be justified in giving adjournment. Accordingly, reference is disposed off as it does not survive and case is closed.

Hon'ble V. N. KULKARNI, Presiding Officer

नई दिल्ली, 23 अप्रैल, 2001

का.प्र. 1066.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार में, केन्द्रीय सरकार सिंडिकेट बैंक के प्रबंधन के संबंध विवादों और उनके कर्मचारियों के बीच, संसुद्ध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय बंगलूर के पंचाट को प्रकल्पित करती है, जो केन्द्रीय सरकार को 23-4-2001 की प्राप्त हुआ था।

[सं. एन-12012/209/97-आईआर (बी-II)]

सी. गंगाधरन, अवर सचिव

New Delhi, the 23rd April, 2001

S.O. 1066.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal/Labour Court, Bangalore as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Syndicate Bank and their workman, which was received by the Central Government on 23-4-2001.

[No. L-12012/209/97-IR (B-II)]

C. GANGADHARAN, Under Secy

## ANNEXURE

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR  
COURT, BANGALORE

Dated 12th April, 2001

Present :

Hon'ble Shri V. N. Kulkarni, B. Com., LL B.  
Presiding Officer

C.R. No. 56/98

## I Party

The General Secretary,  
Syndicate Bank Staff  
Assn.,  
2nd Floor,  
Near Ananda Rao Circle,  
Bangalore-560 009.

## II Party

The Dy. General  
Manager,  
Syndicate Bank,  
Gandhinagar,  
Bangalore-560 009.

## AWARD

1. The Central Government by exercising the powers conferred by clause (d) of Sub-section (1) and Sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No. L-12012/209/97-IR (B-II) dated 10-6-1998 for adjudication on the following schedule :

## SCHEDULE

"Whether the action of the management of Syndicate Bank is justified in imposing the punishment of reduction of basic pay by one state for one year upon Smt. Vasanthi G. Hegde is com-

mensurate to the gravity of misconduct committed by the workman? If not, to what relief the said workman is entitled?"

2. Notices were issued to parties and parties filed Claim Statement and Counter respectively.

3. The First Party was working as Special Assistant of the Second Party branch at Frazer Town, Bangalore and at that time pension payment order of Lt. Col. Arulraj was received in the Branch and she was incharge of Pension department. The 1st party workman was negligent in settling the pension papers so charge sheet was given. On the basis of the report given by the authority the second party management imposed the punishment by reducing the basic pay by one stage for one year. In the Claim statement it is alleged that the first party did not commit any misconduct as alleged in charge sheet. The findings of the Enquiry Officer are perverse. The charges are baseless and cooked up. Enquiry Officer was biased. The management, not only imposed the punishment of reduction in basic pay by one stage for one year but also recovered the 50% of the alleged financial loss to the bank amounting to Rs. 3,351/- which is against the principles of natural justice and amounts to total jeopardy. The first party for these reasons has prayed to pass an award in her favour.

4. The Second Party in the Written Statement has contended that on 11-1-1993 she was incharge of pension payment section of the bank and received pension payment order of Lt. Col. Arulraj, duly acknowledging the same but she failed to take any action for payment of retirement benefits/arrears of pension as per the instructions contained in the pension payment order. The first party failed to inform all this to the regular incumbent of the department next day, nor to the Branch Manager. The pension payment order was not handed over to the concerned officer or Manager and papers could not be traced till 5-5-93, resulting inconvenience to the above pensioner and causing embarrassment to the Bank. It is all on account of negligence on the part of the first party. On 5-5-93 pension papers were traced and pension benefits were settled. The pensioner was paid a sum of Rs. 6,702/- as interest at 10 percent on 10-7-1993 and this is on account of negligence on the part of the First Party. Therefore, rightly charge sheet was issued and the enquiry was held after giving full opportunity to the first party and the findings given are correct and there is no perversity in the enquiry and punishment was rightly awarded. Regarding enquiry in para 8 of the Written Statement details are stated. There is no irregularity in imposing the punishment. The negligence has caused financial loss to the bank besides harming the repu-

tation of the bank. The Second Party for all these reasons have prayed to reject the reference.

5. It is seen from the records that during the pendency of the proceedings a memo was filed by the first party on 9-4-1999 conceding the fairness of the domestic enquiry and on the basis of this the case was posted to hear arguments on merits. In other words the First Party has admitted that the enquiry was fair and valid.

6. I have heard both sides in detail and I have perused all the documents of the enquiry. Written Arguments are also filed by the first party. I have carefully considered the same.

7. In the instant case the first party has admitted the fairness of the Domestic Enquiry. I have perused all the documents and I am of the opinion that there is no perversity in the findings given by the enquiry officer. It is clear that there was negligence on the part of the first party and on account of negligence there was financial loss to the bank. It is also clear from the records that the bank has recovered half of the financial loss from the first party and the remaining half from other officer. In view of the memo filed by the first party that the domestic enquiry is fair, any amount of argument saying that domestic enquiry is not proper and the enquiry officer has not conducted enquiry properly cannot be accepted. The only question which now arises for consideration is whether the punishment is proper or there is injustice. It was argued by the first party that when the management has recovered half of the financial loss paid to the pensioner by way of interest, the punishment of reducing the basic pay by one stage for one year is not proportionate and the action of the management is not proper particularly the fact that the second party did not proceed against Shri Venkatachalam departmentally and there is discrimination so far as first party is concerned by recovering half of the monetary loss from the first party and imposing the punishment of reducing the basic pay by one stage. It was also submitted that the first party has taken voluntary retirement and this has called loss for the monetary benefits of pension. It is not in dispute that 50% monetary loss of the bank were recovered from the officer and no departmental enquiry was held against the officer. But so far as first party is concerned the management has recovered the financial loss to the extent of 50 per cent and also imposed the present punishment and therefore, I am of the opinion that there is definitely discrimination so far as first party is concerned. Taking all this into consideration I am of the opinion that it is a fit case to allow the reference in the ends of justice and accordingly I proceed to pass the following order :

## ORDER

Reference is allowed. The punishment of reducing basic pay by one stage for one year upon the first party as held is not correct and the same is set aside with the direction to calculate pension benefits without the punishment of reducing the basic pay by one stage and the first party is entitled monetary benefits as per law to that extent.

(Dictated to PA, transcribed by her, corrected and signed by me on 12th April, 2001).

V. N. KULKARNI, Presiding Officer

नई दिल्ली, 25 अप्रैल, 2001

का.पा. 1067.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अंतर्गत में, केन्द्रीय सरकार इंडियन ओवरसीज बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निहित औद्योगिक विवाद में औद्योगिक अधिकरण नं. 1, हैदराबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-4-01 को प्राप्त हुआ था।

[स. एल-12012/202/98-आई आर (बी-II)]

सी. गंगाधरन, अवसर सचिव

New Delhi, the 25th April, 2001

S.O. 1067.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal No. I, Hyderabad as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Indian Overseas Bank and their workman, which was received by the Central Government on 24-4-01

[No. L-12012/202/98-IR(B-II)]  
C. GANGADHARAN, Under Secy.

## ANNEXURE

## BEFORE THE INDUSTRIAL TRIBUNAL-I AT HYDERABAD.

Present : Sri Syed Abdullah, B.Sc., B.L.,  
Industrial Tribunal-I.

Dated : 12th day of March, 2001.

INDUSTRIAL DISPUTE NO. 27 of 1999.

Between :

Shri Ch. Vijay Kumar S/o L. Rao,  
R/o 3-6-271, Himayathnagar,  
Hyderabad.

..Petitioner.

1364 GI/2001-16.

And

The Regional Manager,  
Indian Overseas Bank,  
Regional Office,  
Surya Lok Complex,  
Gunfoundry, Hyderabad.

.. Respondent.

Appearances : M/s. A. K. Jayaprakash Rao and  
K. Srinivasa Rao, Advocates for  
the Petitioner.

Sri E. Madan Mohan Rao, Advocate  
for the Respondent.

## AWARD

The Government of India, Ministry of Labour, New Delhi by its Order No. L-12012/202/98/IR(B-II) dt. 9-3-99 referred the following Industrial Dispute under Section 10(1)(d) and Sub-Section 2(A) of Industrial Disputes Act, 1947 to this Tribunal for adjudication).

“Whether the action of the management of Indian Overseas Bank, Regional Office, Hyderabad in dismissing Shri Ch. Vijaya Kumar, Messenger from the service with effect from 8-9-97 is justified? If not, what relief the workman concerned is entitled to?”

Both parties appeared and filed their respective pleadings.

2. The averments made in the claim statement by the petitioner are as under : The petitioner joined as Attender in the respondent-Bank on 10-11-1983 and thereafter he was promoted as Daftari. He had good record of service till he was dismissed from service on 8-9-1997. The respondent dismissed the petitioner on untenable grounds, as such the dismissal is unsustainable. The quantum of punishment imposed on the petitioner is shockingly disproportionate and not commensurate with the gravity of the misconduct alleged to have been proved. In fact the petitioner has not committed any misconduct nor there was any mala fide intention on his part to appropriate or misappropriate any amount of the respondent-Bank. An appeal was preferred but it was rejected.

3. On 2-4-1997 the petitioner was issued with charge sheet alleging that he misappropriated some petty cash, for which he submitted detailed explanation denying the charges as incorrect. Without considering the explanation objectively, an enquiry was ordered. The petitioner gave his statement before the Enquiry Officer. The petitioner was not given any reasonable opportunity during the enquiry, more so the basic procedure of the enquiry was not followed. During the course of enquiry

e never committed any misconduct. The findings of the Enquiry Officer are not based on legal evidence but based on mere surmises and conjectures. Hence the domestic enquiry is liable to be vitiated. No proper reasons are assigned in the enquiry findings. Hence prayed to set aside the impugned order of dismissal in the interest of justice.

4. The respondent filed counter and briefly, it is as under: The petitioner, while functioning as Messenger at Regional Office, Hyderabad, committed the following serious misconduct:

- (i) While obtaining xerox copies of the documents as and when necessary, the petitioner had fraudulently and dishonestly altered various bills of M/s. Sri Rama Book Shop, Hyderabad and gained monetary benefit of Rs. 7340.
- (ii) The petitioner also fraudulently altered the bills and raised payment by suffixing and prefixing the figures on the bills from M/s. Sri Rajarajeswari Resprographics, M/s. Raghavendra Xerox Centre, M/s. Photo Fast for Rs. 897, Rs. 910 and Rs. 844 respectively.
- (iii) The petitioner had received payment by submitting bogus bills amounting Rs. 5132 reportedly obtained from M/s. Sri Rajarajeswari Reprographics.
- (iv) The petitioner had also received payment from petty cash of Regional Office by forging the signatures of passing officials on the paid cash slips and misappropriated bank's money.
- (v) The petitioner fraudulently received Rs. 132 by producing bogus bill No. 3992 dt. 29-8-96 as if the same was obtained from M/s. A.T. Automatic Xerox Shop, Gunfoundry, Hyderabad.

For the above acts, the petitioner was kept under suspension and issued with a charge sheet on 2-4-97. In reply the petitioner has denied the charges. So the disciplinary authority ordered for regular enquiry. After giving due notice, the enquiry was held on 8-7-97 on which date the petitioner along with his defence representative Sri Vijayendra Kumar, Asst. General Secretary of All India Overseas Bank Employees Union, attended before the Enquiry Officer. The Enquiry Officer asked the petitioner as to whether he pleads guilty of the charges. The petitioner stated that he pleads guilty of the charges. So also he consented to waive for examination of witnesses and marking of documents relied upon by the management in support of the case. In view of the voluntary admission of the guilty the petitioner, two petty case registers for the period August, 1996

to December, 1996 were marked as 'ME 1' in the enquiry. He also stated that he was not examining any witnesses on his side much less producing any document in support of his case. On the basis of evidence on record, the Enquiry Officer submitted his findings to the disciplinary authority. Considering the Enquiry findings, the disciplinary authority proposed to award punishment of dismissal of the petitioner from service. A show cause notice dt. 29-7-97 was sent to the petitioner proposing the punishment of dismissal from service. Copy of the findings were also sent to the petitioner. The petitioner submitted a reply on 21-8-97, in which he pleaded for reduction in proposed punishment of dismissal. Further in the personal hearing held on 6-9-97 he pleaded guilty of the charges and requested the disciplinary authority to show lenience in awarding the punishment.

5. As the charges were serious in nature showing moral turpitude on the part of the petitioner, the disciplinary authority passed the order on 8-9-97 dismissing the petitioner from Bank's services. An appeal was preferred. The appellate authority, after going through the case, gave a personal hearing to attend on 26-12-97. The petitioner along with his defence representative Rajaraman, Clerk attended the personal hearing. Again the petitioner admitted the guilt and pleaded for reduction in the punishment. In view of the fact that the charges proved against the petitioner are serious in nature, the Appellate Authority confirmed the dismissal order. Hence prayed to dismiss the claim as not maintainable.

6. The point for adjudication is:

Whether the action of the management of Indian Overseas Bank, Regl. Office, Hyderabad in dismissing the petitioner Ch. Vijaya Kumar from service with effect from 8-9-97 is justified? If not, what relief he is entitled?

7. This Tribunal vide its Order dt. 4-9-2000 held that the domestic enquiry that was held is valid without prejudice to the rights of the workman to raise contentions in respect of merits of the case and to invoke section 11-A of I. D. Act. The workman has not disputed the validity of the said order and during the final arguments he has consented to get the enquiry record marked as Exs. M 1 to M 20.

8. The Management had issued a charge sheet dt. 2-4-97 Ex. M 2 to the workman alleging that while obtaining xerox copies of documents as and when necessary (1) he had fraudulently and dishonestly altered the bills of M/s Sree Rama Book Shop in respect of the bills detailed in Annexure-1 and gained monetary benefit of

Rs. 7340/- (2) he also altered the bills as shown in the Annexure-II and received payment by prefixing and suffixing the figures on the bills obtained from M/s. Sree Raja Rajeswari Reprographics, M/s. Sree Raghavendra Xerox Centre, M/s. Photo Fast for Rs. 897/, Rs. 910/ and Rs. 844/ respectively (3) he fraudulently and dishonestly received payment by submitting bogus bills amounting to Rs. 5132/ reportedly obtained from M/s. Sree Raja Rajeswari Reprographics which details are given in Annexure-III (4) he received payments from petty cash by forging the signature of Passing Officials on the petty cash slips and thus misappropriated Bank's money which are shown in Annexure-IV and (5) he fraudulently and dishonestly received Vs. 132 by producing bogus bill No. 3992, dt. 29-8-96 obtained from M/s. A. T. Automatic Xerox Shop No. 15, Suryalok Complex, Hyderabad when there was no such shop, in the given address.

9. The above acts of the workman have caused damage to the property of the bank and its customers, which amounts to gross misconduct within the meaning of para 17.5 (3) of Bipartite Settlement dt. 14-12-1966 entered between the Bank and its workmen as amended upto date. Further the above acts are also prejudicial to the interest of the Bank within the meaning of gross misconduct as defined in para 17.5 (j) of the above said Bipartite settlement. For the above charge, the petitioner was asked to submit his explanation, for which he submitted Ex. M 3 reply denying the same. Pursuant thereto, Ex. M 4 reply notice was sent by the management to the petitioner to attend for the enquiry on 8-7-97 through his defence representative. Ex. M 5 is the minutes of the Enquiry Proceedings which contains the questions that were put to the workman (delinquent). During the enquiry the Presenting Officer had produced two petty cash registers and the same were marked as ME 1 in the enquiry. The Enquiry Officer has ascertained from the delinquent whether he pleads guilty or to contest the charges for which the petitioner answered that he was admitting the charges. Further ascertained whether confession made by him is either unconditional or under any coercion, for which he stated that it is unconditional and he was also appraised of the consequences of making such an unconditional or voluntary admission of the guilt and he admitted such consequences. At that stage the Presenting Officer V. Ramanjaneyulu Asst. Manager, Hyderabad wanted to proceed with the case stating that the delinquent had voluntarily admitted guilt. The Presenting Officer was allowed to introduce the documentary evidence of the case for which the Enquiry Officer ascertained the delinquent as to whether he got any objection for

it. The delinquent expressed that he has no objection at all. When the Presenting Officer produced petty cash registers for the period from August, 1996 to December, 1996 which were marked as ME 1 in the domestic enquiry. Again the Enquiry Officer has ascertained from the delinquent whether in view of the admission of the guilt, the Enquiry Officer could dispense with the examination of the witness to prove the entries of the Petty Cash Registers and for which the delinquent stated that he may do so. The delinquent was further questioned whether he intends to produce any documentary evidence for defence witnesses for making Exhibits on his side and he stated that he has no documents. The Enquiry Officer waived the petitioner's right. However the delinquent came forward to give the statement and the same was recorded in which he stated that he had put in 13 years unblemished service in the Bank and discharged his duties to the satisfaction of all his superiors. The delinquent further stated that he has no father and his aged mother is solely depending upon him by and he is having two daughters and one of them is suffering from brain T. B. and Lukederma and so he spent huge medical expenses for her treatment. He further stated that he is the only earning member in the family and the circumstances stated above, he was forced to commit the acts which were attributed to him since he has crossed 37 years and considering his family background and state of affairs a lenient view may be taken and exonerate him from the above charges. Ex. M 5 enquiry minutes were signed by the delinquent and the Presenting Officer. On the basis of the enquiry minutes, the Enquiry Officer submitted his enquiry findings Ex. M 6 dt. 21-7-97 and came to the conclusion that the charges levelled against the delinquent are established fully and the charge sheeted employee had caused damage to the property of the Bank and its customers and the said acts are prejudicial to the interest of the Bank, thereby he committed gross misconduct within the meaning of Para 17.5 (d) and 17.5 (j) of the Bipartite Settlement dt. 14-12-66 entered into between the Bank and its workmen as amended upto date.

10. On the basis of the enquiry report, the management issued a show cause notice dt. 29-7-97 Ex. M 7 to the petitioner, calling for his explanation and also fixed a personal hearing on 18-8-97 as to why the proposed punishment of dismissal should not be awarded to him. The petitioner sent Ex. M 8 reply dt. 11-8-97 Ex. M 8 and sought time. So another show cause notice dt. 16-8-97 Ex. M 9 was sent fixing the personal hearing on 6-9-97. Again on the date of personal hearing i.e., 6-9-97, the minutes were recorded by

the disciplinary authority. The statement of the petitioner was recorded by the disciplinary authority in his own handwriting covered by Ex. M 10. Subsequently the petitioner submitted Ex. M 11 dt. 21-8-97 to the disciplinary authority requesting him to review the proposed punishment of the dismissal as he is prepared to accept any other punishment. The disciplinary authority passed the order under Ex. M 12 dt. 8-9-97 dismissing him from the Bank's service in terms of para 17-6 (a) of the Bipartite Settlement of 14-12-66. Again the workman sent Ex. M 13 dt. 22-9-97 to give him personal hearing. Ex. M 14 reply dt. 1-10-97 was sent to the petitioner informing that an appeal may be preferred. Ex. M 15 are the grounds preferred by the workman to the Dy. General Manager-cum-Appellate Authority on 6-11-1997. The workman was given personal hearing on 26-12-97 covered by Ex. M 16 letter dt. 8-12-97. On 26-12-97 minutes were recorded by the Appellate Authority covered by Ex. M 17 in which the delinquent stated that he admitted the charges and assured that he would not repeat the same again and he requested the authority to reduce the punishment and retain him in the Bank service. Ex. M 18 order dt. 24-1-98 was passed by the appellate authority informing that as the proved charges show moral turpitude on the part of the petitioner there is no reason to interfere with the decision of the disciplinary authority.

11. The petitioner has raised the dispute before the Conciliation Officer and on the failure of the conciliation, this case was referred for adjudication. The learned counsel for the petitioner during the arguments has urged that the workman was fair enough to admit the guilt about the embezzled amount and the amount said to have been involved is not a huge or excessive one as such the management could have recovered the same from his salary or other service benefits by imposing a lesser punishment so as to save him and his family members from the financial clutches and hardship. It is also urged that Industrial Tribunal or Labour Court by virtue of Section 11-A of I.D. Act is having every discretion to take a lenient view taking into consideration of the circumstances.

12. On the other hand the learned counsel for the management has raised objection stating that once the misconduct of the delinquent has been proved and admitted by him and more so when the misconduct amounts to moral turpitude the persons who cannot repose confidence in the financial institutions cannot be continued in the service as it will have serious repercussion on the Bank's business and reputation of the employees. So the workman is not entitled to any relief.

13. The charges levelled against the petitioner are proved and unequivocally admitted by the petitioner. Any Bank either Nationalised or private bank has to run the banking business or transactions through its employees on mutual confidence and trust. The employees have to discharge their duties day in and day out under good faith and honesty without any detrimental loss to the interests of the customers and Institutions. Any act or omission of an employee either to its customers or to the institutions will have serious bad reputation to the Bank and the Management loses confidence in the performance of the employee through acts or prejudicial to its interests. In such circumstances when the misconduct involving moral turpitude is proved and established, the employees are not entitled to equitable consideration of the relief and Tribunal cannot exercise its judicious discretion in such circumstances. For the aforesaid discussion the contentions raised by the petitioner are negatived.

14. In the result, an award is passed dismissing the claim of the petitioner by confirming the action taken by the disciplinary authority in Ex. M 12 in dismissing the petitioner from service with effect from 8-9-1997.

Dictated to the Steno-typist, transcribed by him, corrected by me and given under my hand and the seal of this Tribunal this the 12th day of March, 2001.

SYED ABDULLAH, Industrial Tribunal-I

#### Appendix of Evidence

No oral evidence is adduced by both parties.

Documents marked for the Petitioner:

NIL

Documents marked for the Respondent;

- Ex.M1 Suspension Order dt. 1-2-97.
- Ex.M2 Charge Sheet dt. 2-4-97.
- Ex.M3 Reply of the petitioner dt. 2-5-97 to Ex.M2.
- Ex.M4 Letter dt. 25-6-97 giving personal hearing on 8-7-97 to the petitioner.
- Ex.M5 Minutes of Enquiry dt. 8-7-97.
- Ex.M6 Enquiry Findings dt. 21-7-97.
- Ex.M7 Show Cause Notice dt. 29-7-97.
- Ex.M8 Letter dt. 11-8-97 requesting to adjourn the personal hearing.
- Ex.M9 Letter dt. 16-8-97 giving personal hearing on 6-9-97.
- Ex.M10 Minutes of Disciplinary authority dt. 6-9-97.
- Ex.M11 Letter dt. 21-8-97 of Petitioner for reviewing the proposed dismissal.
- Ex.M12 Original order dt. 8-9-97 passed by the Disciplinary authority dismissing the petitioner from service.

- Ex.M13 Letter dt. 22-9-97 of the petitioner requesting to give personal hearing.
- Ex.M14 Letter dt. 1-10-97 of the Dy. General Manager-cum-Appellate authority advising the petitioner to prefer the appeal grounds.
- Ex.M15 Grounds of appeal submitted by the petitioner on 6-11-1997.
- Ex.M16 Letter dt. 8-12-97 of the Appellate Authority fixing the personal hearing on 26-12-97.
- Ex.M17 Minutes of the Appellate Authority dt. 26-12-97.
- Ex.M18 Appellate order dt. 24-1-98 confirming the order passed by the Disciplinary Authority.
- Ex.M19 Petty Cash Book from 1-2-94 to 30-9-97.
- Ex.M20 Petty Cash Book from 1-10-96 to 8-7-97.

नई दिल्ली, 25 अप्रैल, 2001

का.प्र. 1068—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार आन्ध्रा बैंक के प्रबंधन के संबंध में निर्यातों और उनके कर्मचारियों के बीच, अनुबंध में निर्यात औद्योगिक विवाद में औद्योगिक अधिकरण न. 1, हैदराबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-4-01 को प्राप्त हुआ था।

[स. एल-12012/174/98-आई.एल. (बी-II)]

सी. गंगाधरन, प्रवर सचिव

New Delhi, the 25th April, 2001

S.O. 1068—In Pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal No. 1, Hyderabad as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Andhra Bank and their workman, which was received by the Central Government on 24-4-01.

[No. L-12012/174/98-IR(B-II)]

C. GANGADHARAN, Under Secy.

#### ANNEXURE

#### BEFORE THE INDUSTRIAL TRIBUNAL-I AT HYDERABAD

Present : Shri Syed Abdullah, B.Sc., B.L., Industrial Tribunal-I.

Dated : 13th day of March, 2001

INDUSTRIAL DISPUTE NO 29 OF 1999

Between:

The Secretary,  
Andhra Bank Employees' Federation  
4/713, Usmansabpet,  
Nellore-524 002.

....Petitioner

And

The Asst General Manager,  
Andhra Bank Zonal Office,  
Durgamitta, Nellore,  
Nellore-524 002

....Respondent

Appearances: Sri B. Ashok Kumar, Representative for the Petitioner.

Sri S. Udayachal Rao, Advocate for the Respondent.

#### AWARD

The Government of India, Ministry of Labour, New Delhi by its Order No. L-12012/174/98-IR(B-II) dated 23-3-99 referred the following Industrial Dispute under Section 10(1)(d) and Sub-Section (2A) of Industrial Disputes Act, 1947 for adjudication.

"Whether the action of the management of Andhra Bank Zonal Office, Nellore in non-regularising the services of Shri G.V. Ramanaih, Temporary Sweeper who is reported to have put in more than 700 days uninterrupted service, and in termination of his service without following the provision of I.D. Act, 1947 is justified?

If not, what relief the workman is entitled?" Both parties appeared and filed their respective pleading.

2. Briefly stated the averments in the claim statement of the workman are as under. The petitioner worked as a sweeper on consolidated wages of Rs. 175 in the respondent-bank from 25-11-95 onward. The wages payable to a Temporary part time Sweepers are determined on the basis of the circulars issued by the Head office. The petitioner requested the Management to regularise his service and to pay him 1/3 scale wage as per eligibility. All his requests went in vain, so he had to approach the Assistant Labour Commissioner (Central) seeking for intervention and justice. The services of the petitioner were extracted for more than two years. The procedural lapse either at the initial stage of appointment or thereafter cannot be a ground to deny for regularisation or confirmation. Non-regularisation of service by the management amount to retrenchment within the meaning of section 25(B) of I.D. Act, so also it amounts to unfair labour practice. Hence prayed to direct the respondent-bank to regularise his services from the date of original appointment and to pay wages as per Circular No. 592 in reference 2/33 dated 19-1-89 and such other benefits the petitioner is entitled for.

3. The respondent filed its counter denying the above allegations and stated as follows. As a part-time Sweeper the petitioner was engaged for keeping the premises clean and tidy. The petitioner was engaged as a part-time sweeper on consolidated

wages from 25-11-95 to 17-11-97 he had worked Permission was given to notify for the post of Sweeper on payment of 1/3 scale wages so as to appoint on regular basis w.e.f. 7-2-97. The petitioner is not at all entitled to the wages of 1/3 scale wages from 25-11-95 as claimed. The circular 592 is not applicable to be petitioner's claim. The dispute raised by the petitioner is misconceived. The appointments in the Banks are governed by the established procedures and it cannot be deviated in any particular case. The appointment of the petitioner was irregular, so his service were terminated. Which does not amount to retrenchment or unfair labour practice as alleged. 1/3 scale wages sweeper's post sanction was allowed only from February 1997 as such no permanent vacancy of the post existed prior to 7-2-97. The petitioner is not entitled to the relief as claimed for. Hence prayed to dismiss the claim as not maintainable.

4. The point for adjudication is whether the petitioner is entitled to the relief as claimed for.

5. In support of the claim, the petitioner examined himself as WW1 and reiterated the factual aspects made in the claim settlement. Ex.W1, letter dated 17-11-97 issued by the Branch Manager of the Bank terminating his services from 18-11-97 was filed in his evidence. Also filed Ex. W2 under which he was asked to render the services until permanent appointment is made

6. To corroborate workman's evidence the cashier of the Bank was examined as WW2 who deposed that the petitioner had worked as Sweeper from November 1995 and worked upto November, 1997, while so, his service were terminated. Ex.W3 is a xerox copy of the representation of the petitioner forwarded to the Zonal Office for absorbing his services in the Bank in the permanent vacancy. Ex.W4 is the copy of the representation sent to Assistant Labour Commissioner by the union for conciliation, who sent letter dated 20-5-97 which is Ex.W5. As the petitioner's services were terminated Ex.W6 representation was sent to the General Manager of the respondent bank.

7. The respondent has reported no oral evidence. As far as the merits of the case are concerned the facts are crystal clear that the petitioner was engaged as a part-time Sweeper to sweep the Extension Counter of the Bank on a consolidated wages during the office hours. It is an admitted fact that by the date of engagement, as a part-time Sweeper there was no permanent vacancy in existence at all and in the absence of any permanent vacancy and to get the premises cleaned his services were engaged temporarily on consolidated payment. It is undisputed that there are certain norms and procedure to be followed in the Banking Services for appointing a Sweeper

or Sub-Staff and that the Branch Manager has no power of his own to appoint any one. Though witness WW2 who is an office-bearer of the Employees Union gave evidence to support the cause of the petitioner, but has not produced any circulars of the Bank to substantiate that the Branch Manager has the power to appoint a Sweeper directly without the approval of the Head Office. It is not disputed that the Head Office has to sanction the post of Sweeper on a permanent basis for all Branches of the banks. Admittedly, the petitioner had worked as part-time sweeper in the Extension Counter where the working hours are for limited duration and it was only after sanction given by the Zonal Office a permanent vacancy in the said branch arose w.e.f. 7-2-97. As per the Banking Rules and bipartite settlement between the management and the union there is a consensus in the appointment. A selection is to be made for the post of Sweeper or Sub-Staff employee from amongst the temporary employee who are working for more than 240 days who were appointed temporarily in the permanent vacancy. The employees who are eligible for the selection are to be appointed and a list to be prepared in the Zonal Office. As and when the vacancies were available they are to be appointed, when there are clearcut guidelines and circulars controlling selection of the posts of Sweeper and other Sub-Staff, the same cannot be flouted and depending on the eligible criteria only a temporary employee is entitled for a permanent post. Both from the factual aspects and the evidence on record it is clear that the petitioners services were engaged for the time being and during the relevant period there was no sanctioned post. For regularisation of the services of a temporary or Adhoc employee in any Nationalised Bank the employee is required to satisfy certain conditions prescribed under the circulars and the bipartite settlements. Though the Branch Manager has forwarded the representation recommending to the Zonal Office to permit him to appoint the petitioner in the permanent vacancy, but the Zonal Office was helpless in the circumstances of the case as the engagement of the petitioner itself was irregular and such engagement does not warrant any claim for a permanent post.

8. In respect of regularisation of services of temporary employees, the Hon'ble Supreme Court has evolved guidelines in a good number of cases and in a decision of the Apex Court in STATE OF HARYANA AND OTHERS vs. PIARA SING, AIR 1992 SUPREME COURT AT PAGE 2130, has made it clear that court must act with due care and caution while issuing direction for regularisation of services of temporary or Adhoc employees. In the present facts of the case the engagement of the peti-

tioner was only on Contract Basis. Merely because his services were utilized from November 1995 to November 1997 he has not acquired any right to claim for his absorption or for regularisation. So Section 25F also is not applicable more particularly when he was engaged on contract basis. When the appointments are regulated by the statutory Rules, the daily wage workers who are appointed to the post and were engaged on the basis of the need of the work as temporary employees and if their services are disengaged it does not amount to retrenchment. This aspects is made clear in HIMANSHU KUMAR VIDHARTHI vs. STATE OF BIHAR [1998(2) LLJ Page 15 (SUPREME COURT)].

9. Thus on an over all consideration of the factual and legal aspects. The petitioners claim is not sustainable and he cannot have any grievances that his services were terminated amounting to retrenchment.

10. In the result an Award is passed dismissing the claim as not maintainable.

Dictated to the Shorthand writer, transcribed by him, corrected by me and given under my hand and the seal of this Tribunal on this the 13th day of March, 2001.

SYED ABDULLAH, Industrial Tribunal-I

#### Appendix of Evidence:

Witnesses Examined for Petitioner:      Witness Examined for Respondent:

WW1    G.V. Ramanayya      NIL

WW2    M. Srinivasulu

Documents marked for the Petitioner:

- Ex.W1 Letter dated 17-11-97 of the Branch Manager to the Workman removing him service.
- Ex.W2 Letter dated 11-2-98 of the Manager, Vidhyanagar to the Assistant General Manager, Zonal Office, Nellore about informing the removal of service.
- Ex.W3 Letter dated 30-1-97 of the Manager, Vidhyanagar enclosing the representation of the workman.
- Ex.W4 Letter dated 22-4-97 of the Union to the ACL(C) Vijayawada for conciliation.
- Ex.W5 Letter dated 20-5-97 of the ACL to the Assistant General Manager Zonal Office requesting to submit his comments.
- Ex.W6 Representation dated 23-1-98 of the Union to the Assistant General Manager requesting for submission certain clarification.
- Ex.W7 Certificate dated 28-11-99 issued by the Manager about the premises of the Branch is the same since 9-1-87.

Ex.W8 Letter dated 16-12-97 of the ACL(C) Vijayawada to the Assistant General Manager Zonal Office to maintain statusquo.

Ex.W9 Certificate dated 21-4-97 of the Manager about utilisation of the services of the workman from 25-11-95.

Ex.W10 Letter dated 5-11-97 of the Zonal Office Andhra Bank to the Manager, Andhra Bank Vidhyanagar Extension Counter advising not to appoint the workman.

Ex.W11 Letter dated 5-2-98 of the Zonal Office Andhra Bank to the Manager Andhra Bank, Vidhyanagar Extension counter for furnishing a name of the temporary sweeper engaged from 18-11-97 onwards.

Documents marked for the Respondent:  
NIL

नई दिल्ली, 25 अप्रैल, 2001

का.आ 1069 औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेंट्रल बैंक ऑफ इंडिया के प्रबंधन के संबंध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण पटना के पचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-4-01 को प्राप्त हुआ था।

[सं एल-12012/124/2000-आईआर (बी-II)]

सी. गंगाधरन, अवसर सचिव

New Delhi, the 25th April, 2001

S.O. 1069.—In Pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Patna as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Central Bank of India and their workman, which was received by the Central Government on 24-4-01.

[No. L-12012/124/2000 IR(B-I)]

C. GANGADHARAN, Under Secy.

#### ANNEXURE

BEFORE THE PRESIDING OFFICER,  
INDUSTRIAL TRIBUNAL, PATNA

Reference No. 7 (c) of 2000

Management of Central Bank of India, Maurya Lok Complex, Patna and their workman represented by, Central Bank of India staff union, Patna.

For the Management : Sri Anant Pathak, Asstt. Regional Manager' R.O., Patna

For the workman : Sri B. Prasad, Joint Convenor,  
United Forum of Bank Union.

Present : Sri S. K. Mishra, Presiding Officer Industrial Tribunal, Bailey Road, Patna.

### AWARD

The 16th April, 2001

The Government of India in exercise of power u/s 10(1)(d) of the Industrial Disputes Act, 1947 by notification no. L-12012/124/2000-IR(B-II) dated 31-10-2000 have referred the following industrial dispute between the Management of Central Bank of India and their workman Sri Surendra Singh as represented by the Central Bank of India staff union, Bihar to this Tribunal for adjudication :

“Whether the action of the Management of Central Bank of India, Patna in terminating the employment of Shri Surendra Singh, Armed Guard with effect from 18-8-1989 was justified and legal? If not, what relief is the workman concerned entitled to?”

2. The case of the workman as has been made out in his written statement of claim in brief is that he was initially appointed in the Indian Army and while working in the Indian Army he suffered some injury in his right arm. After serving the Indian Army for over four years the workman sought discharge which was allowed to him. After being discharged from the Indian Army the workman was selected and appointed as an Armed Guard in the Central Bank of India and he joined his duties at Jhariya Branch of the Bank on 28-10-1971. He was subsequently transferred to Frazer Road, Patna Branch and finally to Boring Road, Patna Branch in August, 1997. The workman worked for about 17 years continuously with the Bank as an Armed Guard with some interruptions on account of illness and compelling circumstances. As the workman had developed some infirmity in his right arm, he had requested the Management for his conversion from Armed Guard to Peon and also requested for his posting at Arrah Branch of the Bank. The workman had gone to his native place on 7-8-1988 where he fell ill due to acute pain in his right arm. The workman was under the treatment of a Physician who advised him to take rest for one year till his recovery. The workman sent a leave application dated 8-8-1988 accompanied with a Medical certificate of the Physician under postal certificate. The workman requested in his application for grant of leave for one year upto 8-8-1989. While undergoing treatment the workman received a letter from the Management on 13-7-1989 directing him to join his duties. On receipt of the said letter the workman sent one another leave application on 4-8-1989

together with medical certificate informing the Management that the workman had not recovered and was undergoing treatment. The workman again submitted one leave application dated 10-8-1989 requesting the Management for extension of his leave for three months supported by a medical certificate. But in the mean time the Management terminated his services w.e.f. 18-8-1989. After recovery from the illness the workman reported for his duty on 11-11-1989 but he was not allowed to join his duties and was informed about the termination of his employment. After termination, the workman represented to the Management at various levels and was informed that his case was under active consideration at Central office. Finding no hope of redressal of his grievances the workman filed a writ petition before the Hon'ble High Court, Patna but the Hon'ble High Court directed the workman to file an appeal before the Chairman of the Bank. Accordingly the workman filed an appeal before the Hon'ble Chairman of the Bank but his appeal was not considered. After rejection of his appeal the workman again preferred an appeal before the Chairman of the Bank in the year 1996-97 and finally in the year 1999 but nothing happened for reinstating the workman. Ultimately the workman approached the sponsoring union for raising an industrial dispute before the Competent Authority under provisions of the I. D. Act. Accordingly the union raised the dispute before the Assistant Labour Commissioner (C) Patna who held conciliation proceeding on different dates. But on account of the stubborn attitude of the Management the conciliation ended in failure and the Conciliation Officer submitted his failure report to the Secretary, Ministry of Labour, Govt. of India, New Delhi. The Government of India finding that an industrial dispute exists between the parties and the workman has some merit in his claim, the present reference was made to this Tribunal for adjudication.

3. The further case of the workman is that the termination of the employment is retrenchment as per section 2(00) of the I. D. Act. The workman was neither given any notice nor pay in lieu of notice nor retrenchment compensation in violation of the provisions of section 25F of the I. D. Act. The Management did not behave like a State and completely ignored the humanitarian aspect of the case. The Management did not consider the protracted illness of the workman. The workman is in the mid stream of his life and his children are facing starvation due to his termination. The Management wrongfully construed the absence of the workman as a case of voluntary cessation of employment. The Management failed to issue any charge sheet and to hold a domestic enquiry before terminating

him from service. This according to the workman the termination of employment is illegal, arbitrary and unjustified. He has prayed for reinstatement in service of the Bank as Armed Guard with effect from 18-8-1989 with payment of back wages and also interest at the 12% on the amount of the back wages.

4. The Management of the Bank has appeared and has contested the claim of the workman. The case of the Management as it appears from their written statement in brief is that the dispute raised by the workman is not an industrial dispute as it is not a case of termination but a case of voluntary cessation of service in terms of bi-partite settlement. In any case no relief can be granted as the dispute raised by the workman is stale.

5. The further case of the Management is that the concerned workman Sri Surendra Singh frequently absented himself unauthorisedly from duties of the Bank since the year 1985. He was absent for 74 days in the year 1985, 204 days in 1986, 201 days in 1987 and 235 days in 1988 and he was also absent in the year 1989 till he voluntarily retired from service w.e.f. 18-8-1989 as per the bi-partite settlement. The workman remained absent from 8-8-1988 without submitting any leave application and as such he was called for explanation vide Memo dated 14-4-1989 to which the workman submitted his reply dated 27-4-1989. The reply submitted by the workman was not found satisfactory by the Bank as in support of his reply he did not submit any leave application nor any medical certificate for the period unauthorised absence. The concerned workman was then asked to resume his duty immediately with specific reference to the Central office circular dated 29-5-1989 regarding voluntary cessation of service. The notice was served upon the workman on 15-7-1989. The concerned workman sent a reply on 4-8-1989 but even then he did not submit any medical certificate. The workman however in his reply dated 4-8-1989 mentioned that he was suffering from pain in his arm and he would join his duty after full recovery, alternatively he might join if converted to sub-staff. The workman was served with final notice dated 18-7-1989 for joining his duty on or before 18-8-1989 but even then he failed to resume his duty. Thus the workman was deemed to have voluntarily retired from the Bank service w.e.f. 18-8-1989 as per the provision of 5th bi-partite settlement, which was conveyed to the workman through letter dated 31-10-1989. The concerned workman acknowledged the receipt of the notice dated 31-10-1989 and as such the matter got finally closed. The workman also accepted the same position and remained quiet, but after lapse of more than five years he rose from slumber and filed a writ petition before the Hon'ble High Court chal-

lenging the notice of the Bank dated 31-10-1989 for voluntary cessation of employment. The Hon'ble High Court did not feel inclined to interfere in the matter but it gave a liberty to the workman to file an appeal before the appropriate authority of the Bank which he did file and the same was rejected in the year 1995 itself. The concerned workman did not challenge the rejection of his appeal before any court or Tribunal, and as such the matter stood closed in the year 1995 itself. The raising of industrial dispute after lapse of more than four years is a stale one. Thus, according to the Management since the workman did not join the duties despite notice given by the Bank he was rightly served with a notice that he was deemed to have voluntarily retired from service w.e.f. 18-8-1989. The notice of voluntary cessation of service as per the terms of fifth bi-partite settlement was not punitive and as such there was no need of any departmental enquiry, so the Management has prayed that the action of the Management in treating the workman to have voluntarily retired is justified and the workman is not entitled to any relief.

6. A rejoinder to the written statement of the Management has also been filed on behalf of the workman reiterating his case has been made out in his written statement of claim. It is stated that there exists an industrial dispute between the workman and his Employer Central Bank of India as per the definition given in section 2(k) of the I.D. Act. The law of limitation is not applicable to cases under the I.D. Act as the Act is a Social Legislation intended to protect the weak against the excesses of the strong. A person falling ill regularly informing his employer about his ailing condition and submitting leave applications accompanied with medical certificates can not be treated to have voluntarily retired. According to the workman he was never in slumber for five years. The workman approached the Management at various levels of the Bank in the hope of getting justice. Moreover the protracted illness made the workman financially crippled and he had no money immediately to take legal remedy.

7. The following issues arise for determination in the present Reference case :

- (i) Whether the action of the Management of Central Bank of India, Patna in terminating the employment of Sri Surendra Singh, Armed Guard w.e.f. 18-8-1989 was justified and legal?
- (ii) If not what relief is the workman concerned entitled to?

## Findings

8. Issue No. (i) . Both parties have adduced both oral and documentary evidence in support of their respective cases. The workman Surendra Singh has examined himself as W.W.1. In his evidence he has supported his case as made out in his written statement of claim. He has said that while he was working in Indian Army he had received one bullet injury in his right shoulder. He worked as an Armed Guard in the Central Bank of India for about 17 years. His service was terminated w.e.f. 18-8-1989. He was ill and he had gone to his home on 7-8-1988 for his treatment. He has said that he had sent application for leave on the ground of his illness on 8-8-1988 under certificate of posting. While he was at his native village he had received two or three letters from the Bank and he had sent replies to those letters. He has added that he had attached a medical certificate with his application for leave to the effect that rest for one year was required for recovery from illness. He remained on medical treatment for one year and thereafter he sent one another application for extension of leave for another three months along with a medical certificate. In cross-examination he has said that he received his termination order of 31-10-1989 on 23-11-1989. According to him his service as terminated because he belongs to a minority union without holding any domestic enquiry.

9. The Management has examined one witness namely Hari Prasad, Sr. Manager, Central Bank of India, Boring Road, Patna as M.W. 1. In his evidence he has said that Sri Surendra Singh remained on unauthorised leave frequently right from 1985 to 1989. He came to learn it from perusal of the record. He has said that Sri Surendra Singh had not submitted any application for leave before proceeding on leave on 8-8-1988. He remained absent from his duties for more than 90 days on unauthorised leave, and show-cause Memo had been served upon him for unauthorised absence. Notice had also been served upon him to join his duty in reference to Central office circular dated 29-5-1989 but Sri Singh did not join his duty in spite of service of the notice. He did not file any appeal immediately after the passing of voluntary cessation order dated 31-10-1989. In cross-examination the witness has said that he came to learn from perusal of the records that Surendra Singh was ill for more than one year. He has admitted that Surendra Singh is a member of the minority union of the Bank.

10. Both parties have filed xerox copies of certain documents which have been admitted into evidence on formal proof having been waived by each other. At first I intend to mention briefly the documents

filed on behalf of the workman. Ext. W is the xerox copy of the application of the workman dated 8-8-1988 stating therein that severe pain had developed in his right Arm and as such he was unable to attend his duty. It is also mentioned that the Doctor has advised to undergo treatment for at least one year and so the workman has requested for grant of leave from 8-8-1988 to 8-8-1989. Ext. W-1, and Ext. W/1-1 and Ext. W/2-1 are the xerox copies of the documents said to be the certificates of posting. Ext. W/1 is the application of the workman dated 4-8-1989 for extension of leave upto 8-8-1989. The Management has also exhibited a copy of the same application (Ext. M/2). Ext. W/2 is one another application of the workman dated 10-8-1989 for extension of leave upto 8-11-1989. Ext. W/3 is xerox copy of the medical certificate dated 8-8-1989 to the effect that the Doctor had examined him on 8-8-1989 and has advised him to take rest for one year, he again examined him on 8-8-1989 and found the workman fit to resume his duties. Ext. W/3-1 is the xerox copy of the another certificate granted by the said physician Sri B.K. Singh dated 9-11-1989 to the effect that he had examined the workman on 8-8-1989 and had advised him to take rest at least for two months. The Doctor again examined him on 9-11-1989 found him fit to resume his duties. Ext. W/4, W/5, W/6 and W/7 are the xerox copies of the various representations of the concerned workman dated 5-2-1996, 9-8-1997, 4-9-1998 and 5-7-1999 respectively addressed to the Chairman and Managing Director of the Bank for reinstatement of his service in the Bank. Ext. W/4-1, Ext. W/5-1, Ext. W/6-1 and Ext. W/7-1 are the xerox copies of documents said to be the certificates of posting.

11. Coming to the documents filed on behalf of the Management Ext. M is the xerox copy of Memo dated 14-4-1989 calling for explanation from the concerned workman for remaining on unauthorised absence from 8-8-1988. Ext. M/1 is the xerox copy of the reply of the workman dated 27-4-1989. Ext. M/2 is the xerox copy of the letter of the workman dated 4-8-1989 for grant of leave upto 8-8-1989. Ext. M/2-1 is another xerox copy of the document said to be the certificate of posting. It is apparent that this xerox copy has been marked as an exhibit on behalf of the Management by mistake. Ext. M/3 and Ext. W/3-1 are the xerox copies of the same medical certificate dated 9-11-1989. Ext. M/4 is a letter from the Regional Office of the Bank, Patna to the Branch Manager, Boring Road Branch enquiring whether the memo dated 14-4-1989 had been served upon the concerned workman for remaining on unauthorised absence since 8-8-1988. Ext. M/5 is the xerox copy of the memo dated 31-10-1989 informing the workman that he is deemed to have voluntarily retired from the Bank service w

18-8-1989 under the provisions of fifth bi-partite settlement. Accordingly his service in the Bank stood terminated w.e.f. 18-8-1989. According to this letter, it is evident that the workman had no intention of joining his duties in the Bank from the following facts :

- (a) In addition to the sanctioned leave he remained absent from the Bank for 74 days in the year 1985, 204 days in 1986, 221 days in 1987 and 148 days in 1988. He is also absent continuously since 8-8-1988.
- (b) Despite the Bank's Memo dated 14-4-1989, 4-7-1989 and notice dated 19-8-1989 he failed to join his duties. It is also mentioned that his replies dated 27-4-1989 and 4-8-1989 were found unsatisfactory which was communicated to the workman alongwith above facts vide Patna Regional Office notice No. 347 dated 19-8-1989.
- (c) From his reply dated 4-8-1989 it was evident that the workman intended to work in the Bank only if his service was converted from Armed Guard to Peon in the Bank.
- (d) The workman has failed to submit medical certificates in support of his illness. In any case the illness the workman claims to be suffering from renders him incompetent and incapable of discharging the duties of an Armed Guard for which he was appointed in the Bank.
- (e) The workman failed to submit his explanation to the notice dated 19-8-1989.
- (f) The workman received the memo dated 4-7-1989 of the Bank on 18-7-1989 but failed to join his duties in the Bank on or before 18-8-1989 as required.

Ext. M/6 and M/8 are the zerox copies of the same medical certificate dated 18-11-1989. Ext. M/7 is the zerox copy of the reply of the workman dated 23-11-1989 to the Memo dated 31-10-1989 (Ext. M/5). The fact that the workman previously also had remained absent on unauthorised leave in the year 1985, 1986, 1987 and 1988 is not denied. According to the workman the number of days of unauthorised absence in those years have been exaggerated. In this reply it is also mentioned that the fact of his unauthorised absence for increased number of days shows that it was due to his illness. The fact of service of notice of the Bank dated 14-4-1989, 4-7-1989 and 19-8-1989 has not been denied in this reply. The workman has further mentioned in this reply that he is unable to perform his duties carrying a Gun, and if the Management allowed him to work as a Guard without carrying a Gun he was ready to join his duties immediately.

12. Ext. M 9 is the zerox copy of the letter of the Regional Manager dated 20-11-1995 to the effect that the appeal of the workman dated 10-1-1992 was placed before the Chairman and Managing Director. In this letter the order passed by the Chairman and Managing Director on this appeal has been reproduced, the sum and substance of which is that no merit or justifiable ground in the appeal was found and hence, the same was rejected.

13. From the above discussion of evidence it becomes apparent that the concerned workman was never under any medical treatment for the disease for which he has claimed to have suffered. It has been the case of the workman in his written statement and also in the applications for leave, explanations and representations that he was suffering from acute pain in his right Arm. There is not even a whisper that he was suffering from either Tuberculosis or from Low Backache, but the medical certificates which he has either filed in this Tribunal or he had submitted alongwith his applications for leave show that he was suffering from either Tuberculosis or from Low Backache. In none of these medical certificates there is any mention about any treatment for pain in the right Arm. In the written statement of claim it is stated that he had gone to his native place on 7-8-1988 where he fell ill due to acute pain in his right Arm and he had sent his application for leave on 8-8-1988 from his native place. Thus, according to the workman himself he had not fallen ill on 7-8-1988 at his place of work. It is not the case of the workman that he had submitted any application either for leave or for permission to leave the station before he left his work place on 7-8-1988. The workman has claimed that he had submitted a medical certificate along with his application for leave dated 8-8-1988 (Ext. W), but no copy of the said medical certificate has been exhibited in this case. According to his application he has developed pain in his right Arm and he was under treatment at Arrah. Ext. W 3 is the zerox copy of the medical certificate dated 8-8-1989 to the effect that the concerned workman was suffering from Pulmonary Tuberculosis and Chest Pain, and that he had examined him on 8-8-1988 and had advised him to take rest for one year but in his application dated 8-8-1988 the workman has not mentioned that he was under treatment for T.B. or Chest pain. The Doctor in his aforesaid certificate dated 8-8-1989 has said that he examined the workman again on 8-8-1989 and he found him fit to resume his duty. The same Doctor in his certificate dated 9-11-1989 (Ext. W/3-1) has said that on 9-8-1989 (on the next date) he had examined the workman and had advised him to take rest at least for two months. In this certificate also it is mentioned that the workman was suffering from

Infective Hepatitis. Thus, there is absurdity in medical certificates dated 8-8-1989 and 9-11-1989. In the medical certificate dated 8-8-1989 the Doctor has said that he found the workman fit on 8-8-1989 to resume his duties but he has said in his certificate dated 9-11-1989 that on 9-8-1989 he had examined the workman for the disease Infective Hepatitis and he had advised him to take rest at least for two months.

14. From the above it becomes apparent that the workman had not submitted any medical certificate alongwith his petition dated 8-8-1988. Further in the circumstances the claim of the workman itself that he had submitted an application for leave on 8-8-1988, become doubtful. In his oral evidence the workman has said that he had sent the application under certificate of posting and Ext. W-1 is said to be the zerox copy of the certificate of posting. In this document (Ext. W-1) merely the address of the Branch Manager of Boring Road Branch has been written and date seal of the Post Office has been affixed. The document does not bear any initial of any postal staff. There is no mention as to what was posted and by whom had been posted. In any case it is apparent from Ext. M that no application for leave had been received in this office of the Bank till 14-4-1989. Ext. M is the notice from the Management to the workman for explanation for remaining absent since 8-8-1988 without any information and without any application. It is further apparent that he workman had not submitted any application for leave till 14-4-1989 and when show cause notice was served on him he submitted applications for leave subsequently. In the application for leave dated 8-8-1989 (Ext. M 2, it is stated that earlier on 8-8-1988 he had informed the Management regarding the acute pain in his right Arm and about the treatment. There is no mention in this application that in his earlier application dated 8-8-1988 he had prayed for leave from 8-8-1988 to 8-8-1989. It seems that by the application dated 4-8-1989 the workman for the first time prayed for leave upto 8-8-1989.

15. From the explanation submitted by the workman dated 27-4-1989 and 23-11-1989 (Ext. M/1 and 7) it becomes apparent that his right Arm had become partially crippled and he was unable to perform the duties of Guard carrying a Gun. It is also mentioned in his petitions that if his service is converted from Armed Guard to Peon he was ready to join his duty and to perform his duty continuously without any break. From these facts it becomes clear that he was not absent on account of any pain in his right Arm but he was not willing to join the post of Armed Guard as his right arm had become partially crippled and he was not able to carry a

Gun. One of the reasons for terminating the services of the workman is the incapacity of the workman to discharge his duties of a Armed Guard for which he was appointed in the Bank. According to Section 2 (oo) of the I.D. Act the term retrenchment does not include voluntary retirement of the workman or termination of the service of the workman on the ground of continued ill health. In either case the compliance of the requirements of Section 25F is not necessary.

16. As has been admitted by the workman in his explanation (Ext. M/7) he had been absent from his duties for a considerable long periods in each year from 1985 till 1988. The Bank by its order dated 31-10-1989 invoked the provisions of clause XVI of the fifth bi-partite settlement between the Management of the Bank and its employees. The said clause XVI of 5th bi-partite settlement reads as follows —

"Where an employee has not submitted any application for leave and absents himself from work for a period of 90 or more consecutive days without or beyond any leave to his credit or absents himself for 90 or more consecutive days beyond the period of leave originally sanctioned or subsequently extended or where there is satisfactory evidence that he has taken up employment in India or the management is satisfied that he has no present intention of joining duties the management may at any time thereafter give a notice to the employee's last known address calling upon the employee to report for duty within 30 days of the notice, stating inter alia, the grounds for the management coming to the conclusion that the employee has no intention of joining duties and furnishing necessary evidence, where available. Unless the employee reports for duty within 30 days or unless he gives an explanation for his absence satisfying the management that he has not taken up another employment or a vocation and that he has no intention of not joining duties, the employee will be deemed to have voluntarily retired from bank's service on the expiry of the said notice. In the event of the employee submitting a satisfactory reply, he shall be permitted to report for duty thereafter within 30 days from the date of the expiry of the aforesaid notice without prejudice to the bank's right to take any action under the law or rules of service."

17. According to the written statement filed on behalf of the Management final notice dated 18-7-1989 under the said clause of the bi-partite settlement was served upon the workman directing him to join his duty on or before 18-8-1989. No copy of the said notice has been filed. According to the termination order Ext. M/5 the workman received the memo dated 4-7-1989 on 18-7-1989 but failed to join the duty in the Bank on or before 18-8-1989. So the workman was informed that he was deemed to have voluntarily retired from the Bank's service w.e.f. 18-8-1989 under the provision of 5th partite settlement. It is also mentioned in this order that accordingly the services of the workman stood terminated from 18-8-1989. No copy of this memo dated 4-7-1989 has also been filed. Ext. M/7 is the para wise reply of the workman to the termination order. It is not denied that he failed to join his duty within the period of 30 days from 18-7-1989, the date of service of memo dated 4-7-1989. Fur-

ther in the application submitted by the workman dated 4-8-1989(Ext. M/2) he has admitted that he had received the letter of the bank advising him to resume duty on 15-7-1989. In the circumstances, in my view, the non-filing of the copies of the either memo dated 4-7-1989 or 18-7-1989 is immaterial.

18. From the above discussions of evidence and circumstances of the case, I find that there was nothing wrong for the Management in invoking the provisions of clause XVI of the 5th bi-partite settlement. Moreover the order Ext. M/5 shows that the service of the Guard was terminated on the ground of continued incapacity or illness.

19. The representative appearing on behalf of the workman submits that since the termination of service was by way of punishment and hence, the Management could not have terminated the services of the Workman without holding a domestic enquiry. The provisions of clause XVI of 5th bi-partite settlement had come for scrutiny before the Division Bench of the Hon'ble Supreme Court in the case of Syndicate Bank Vs. General Secretary Syndicate Bank Staff Association and another reported in (2000)(5) S.C. cases page 65, The Hon'ble Supreme Court held that that examination of service of the workman in the cause before the Supreme Court without holding any department enquiry was not violative of principles of natural justice. It was further held that the requirement of principle of natural justice are :—

- (i) Workman should know the nature of complaint or accusation.
- (ii) An opportunity to state his case;
- (iii) The Management should act in good faith which means that the action of the Management should be fair, reasonable and just.

All these three criteria have been fully met in the present case. The principle of natural justice is inbuilt in clause XVI of the bi-partite settlement.

20. The representative of the Management pointed out that a stale claim cannot be the basis of an industrial dispute. According to the written statement of claim of workman he came to learn about the order of voluntarily retirement on 11-11-1989 when he had come to his office to join his duties. Though the workman came to know about the order on 11-11-1989 he did not raise any industrial dispute for nine or ten years. According to the Management the claim of the workman has become stale and it cannot be entertained at this stage. Representative of the workman, on the other hand relying the decision of the Hon'ble Supreme Court reported in 1999 Lab, I.C. page 1435 Ajaib Singh Appellant Vs. The Sirhind Co-operative Marketing cum-Processing Service Society Ltd. and another-Respondents sub-

mits that the provisions of Art. 137 of the Schedule to the Limitation Act is not applicable to the proceedings under this Act and the relief under it can not be denied to the workman merely on the ground of delay.

21. The representative for the Management on the other hand replying on the decision of the Hon'ble Supreme Court reported in 2000(4) P.L.J.R.S.C. page I-Nadungadi Bank Ltd. Vs. K.P. Madhavankutty and other submits that the case of the workman was finally closed about 10 years ago and so there was no industrial dispute in existence, when the present reference was made by the Central Govt. to the case before the Hon'ble Supreme Court the respondent was dismissed from service of the Bank finding him guilty of misconduct after the conclusion of disciplinary proceeding. The Respondent thereafter filled an appeal to the Board of Director of the Bank, His appeal was dismissed by the order dated January 30, 1973 but after a period of about 7 years the respondent served a notice on the Bank raising an Industrial dispute. Since the Disciplinary proceeding terminated in the dismissal of the employee and the matter finally rested, it was held that there was no national basis for the Govt. to make a reference to the Tribunal to adjudicate the dismissal of the employee after a period of 7 years. In the present case the matter finally rested after rejection the appeal of the workman by the chairman and Managing Director on 20-11-1995. It was submitted on behalf of the workman that after the rejection of this appeal on 20-11-1995 mercy petitions were filed before the Chairman and Managing Director of the Bank on 5-2-1996, 9-8-1997, 4-9-1998 and 15-7-1999 but the same were not considered and no order was passed. There after the workman was compelled to raise an industrial dispute before the Management through the sponsoring union Zerox copies of the said mercy petitions have been filed vide Ext. W/4, W/5, W/6 and W/7. It was rightly submitted on behalf of the Management that since there is no law or rule for filing mercy petitions after final rejection by the Chairman and Managing Director of the Bank the same will not explain the inordinate delay in raising the present industrial dispute, more particularly when it was made clear in the rejection order itself (Ext. M/9) that there is no provision for an appeal in such cases. In the rejoinder to the written statement of the Management filed on behalf of the workman it is stated that the industrial dispute could not be raised before on account of financial difficulties but the workman in his evidence has said nothing about it. This the workman has not been able to explain satisfactorily the delay in raising the industrial dispute. So I find that the matter had rested with the rejection the appeal by the Chairman and Mana-

ging Director of the Bank dated 20-11-1995 and so the claim of the workman at such belated stage can not be entertained in the light of the aforementioned decision of the Hon'ble Supreme Court.

22. After having a careful consideration of evidence, materials and circumstances of the case, I find that the action of the Management of Central Bank of India, Patna in terminating the employment of Sri Surendra Singh Armed Guard w.e.f. 18-8-1989 was justified and legal. The issue no. (i) in accordingly decided.

23. Issue No. (ii) In view of the aforementioned finding of issue no. (i), I find that the concerned workman is not entitled to any relief. The issue no. (ii) is decided accordingly.

24. This is my award.

S. K. MISHRA, Presiding Officer  
नई दिल्ली, 25 अप्रैल, 2001

को.आ. 1070:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इलाहाबाद बैंक के प्रबंधन के सबब नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण नं. 1, हैदराबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-4-2001 को प्राप्त हुआ था।

[स. एल-12012/72/98-आई आर (बी-II)]

सी. गंगधरण, अवर सचिव

New Delhi, the 25th April, 2001

S.O. 1070.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal No. 1 Hyderabad as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Allahabad Bank and their workman, which was received by the Central Government on 24-4-2001.

[No. L-12012/72/98-IR(B-II)]

C. GANGADHARAN, Under Secy  
ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL-I  
AT HYDERABAD

Present Sri Syed Abdullah, B.Sc. B. L  
Industrial Tribunal-I

Dated : 27th day of March, 2001.

INDUSTRIAL DISPUTE NO. 13 OF 1999.

Between :

The General Secretary,  
Allahabad Bank Staff Union  
O/f Allahabad Bank Nirmala  
High School Extension Counter,  
Patamata, Vijaywada,

..Petitioner,

And

The Regional Manager, Allahabad Bank  
Regional Office, 3-6-435, Main Road,  
Himayath Nagar-Hyderabad-560029 ..Respondent.  
Appearances: Sri B. Sudhakar Representatives for  
Petitioner. M/s. K. Srinivasa Murthy, Uma  
Devi and K. Vijaya shekar, Advocates for the Respondent

### AWARD

The Government of India, Ministry of Labour, New Delhi, by its Order No. L-12012/72/98/IR (BII), dt. 30-12-98 referred the following Industrial Dispute under Section 10 of I.D. Act and Sub-section (2A) of Industrial Dispute Act for adjudication.

"Whether the action of the management of Allahabad Bank in Non-regularisation and termination of the services of Smt. K. Baby is legal and justified? and to what relief the workman is entitled?

Both parties have appeared and filed their respective pleadings.

2. The factual aspects as stated in the claim statement are as under : There was a vacancy of part-time sweeper of 3/4 Scale wages at Vijaywada Branch to which extension counter at Nirmala High School was attached. Smt. K. Baby was eligible to be filled up in the vacancy as per memorandum of settlement dt. 24-4-89. Smt. K. Baby had worked as part-time sweeper from 22-2-93 at the said extension counter of the Allahabad Bank Branch, Vijaywada. Though the said worker was eligible for the appointment of sweeper on 3/4 scale wages the Management did not issue any orders and thus violated the memorandum of settlement dt. 22-4-89. A dispute was raised before Assistant Labour Commissioner (C) Vijaywada on 9-9-97 but the Management did not agree for the Settlement. Smt. K. Baby discharged her duties satisfactorily while so, she was terminated in violation of the principle of natural justice. As such it amounts to violation of Section 25B(2) and 25(F) and Industrial Dispute Act. Hence it is prayed to direct the respondent to order reinstatement of Smt. K. Baby into service w.e.f. 19-1-98 in the vacancy of Sweeper in 3/4 scale wages at the said extension counter.

3. The respondent filed the counter and briefly stated the averments are as under : To cater the needs of the staff of Nirmala High School Vijaywada an Extension counter of Allahabad Bank as set up in the said school premises. One Bhaskar Rao an employee of the said school whose wife is Smt. K. Baby was attending to the service in the Bank Canteen for getting water twice for which she was paid with remuneration. There was no pro-

vision to appoint Smt. K. Baby in a permanent vacancy, still the union got a case filed before the Assistant Labour Commissioner (C) and insisted the Management to post Smt. K. Baby as a part-time Sweeper. The Bank cannot create a new post in contravention of the stating patron of the Bank and recruitment. There has no termination as alleged to attract the Section 25H of the I.D. Act.

4. In order to establish the claim, the worker examined herself as WW1 and deposed that she used to sweep the Bank premises of Nirmala High School Extension counter during the period 22-2-93 to 17-1-98 and so also used to get drinking water to the staff during duty hours were 8.30 A.M. to 11.30 A.M. and 2.00 P.M. to 4.30 P.M. for which she was paid with Rs. 150/- p.m. She raised a dispute before Assistant Labour Commissioner (C) Vijayawada and during the conciliation the said Officer visited the bank and recorded her statement which is Ex. W1.

5. The corroborating witness WW2 deposed that he worked as an Attender in Allahabad Branch Nirmala High School Extension counter from April, 1993 and in the said branch there was a vacancy of sweeper. WW1 was attending to the duty of sweeping and used get Coffee etc., to the staff. He filed Ex. W2 copy of the attendance register to show that he worked in the said extension counter during the relevant period.

6. WW3 is the Assistant Labour Commissioner (Central) Vijayawada has deposed that he visited Allahabad Bank Nirmala High School Extension Counter Vijayawada on 17-1-98 at 11 A.M. and he found Smt. K. Baby working as Sweeper on daily wages. He recorded statement.

7. WW4 cashier of the respondent bank has deposed that Smt. K. Baby worked as a Sweeper in the said branch and she used to attend the sweeping work and also fetching water for the staff. She used to be paid Rs. 150 p.m. Ex. W3 is the Xerox copy of voucher dt. 3-10-97.

8. As against the above evidence on the side of the respondent (3) witnesses i.e., MW1 to MW3 were examined.

9. MW1 in his evidence stated that he worked in Allahabad Bank Nirmala Extension Counter as Incharge Officer during August, 1996 to October, 1999. Including himself there were 4 employees in the said extension counter. The purpose of the said extension counter was to cater the needs of Nirmala High School Staff and Children. The practice of getting the Sweeping work was done by engaging a manual worker during office hours 9.00 to 12.00 noon and 2.30 P.M. to 6.00 P.M. WW1 was paid at Rs. 5 per day for attending to the sweeping work and at that rate Rs. 150 was drawn for 2 years.

10. MW2 deposed that he is the Manager inspection of Zonal Office at Bombay and according to him, while he worked in the extension counter of the bank there were only 4 staff members including himself. The carpet area of the counter is 200 Sft. There was no sweepers post to the said extension counter so the services of some Rickshaw puller used to be taken for the Sweeping work by paying Rs. 5 per day. Smt. K. Baby was not at all engaged as a Sweeper in the Bank at any time.

11. MW3 deposed that he has been working in the Allahabad Extension counter, Vijayawada from October 1999 onwards. Ex. M1 is the plan of the extension counter Ex. M2 is the plan of cash counter. The said counter is having permanent sweeper at present who is paid under consolidated pay and one Sampurnam was appointed as part-time sweeper w.e.f. 15-3-88.

12. On the basis of the above factual aspects and the documentary evidence on record, it is argued that the petitioner is entitled to the relief of reinstatement with continuity of service as she had worked in the vacancy of a part-time sweeper in the extension counter and since she worked for more than 240 days in an year, so there is no justification for the management to discontinue her service without complying with the provisions of the sanction 25(B) and 25F of the Industrial Dispute Act and since a permanent vacancy of part-time Sweeper was available in the branch during the period of services by WW1, she is entitled for reinstatement with continuity of service.

13. On the other hand the bone of contention of the management is that as per the staffing pattern for the branch and in the absence of a sanctioned post, the branch manager had no power to engage any person. The remuneration was paid only from miscellaneous expenses which cannot be treated as wage and no rights have accrued to WW1 to claim either for absorption in the banking service or for continuation. The bank service rules and regulations, cannot be flouted. If a stop gap agreement was made to get the bank premises cleaned for payment to daily wage such a person cannot claim any rights as a workman and unless any person was appointed in a permanent vacancy and satisfied with the guidelines given in the instruction of the subordinate staff, none is eligible to claim for the appointments.

14. The object and scope of Industrial Dispute Act is to achieve social justice and to protect the interest of labour from exploitation and also to see for the advance in the progress of industries and for existence of harmony so also for cordial relationship between parties working in the industry. Section 25F and N of the Act protects the rights of a

workman who is employed in any industry having continuous service for not less than one year and in such case the employer shall not retrench until the condition laid under this section are fulfilled. An adequate and efficacious remedy is provided to a workman in case of illegal retrenchment. In nutshell a workman cannot be hired and fired during the employment. In the back ground of the objects of the Act, the claim of the petitioner is to be appreciated to consider whether she is entitled for the relief as claimed for or not. It is not the case of the petitioner that she was given any letter of appointment to work as a part-time Sweeper in the respondent's bank extension counter and that there was a vacancy in existence. It is a common knowledge that the Nationalised Bank have certain guidelines for making appointments either as part-time sweeper, full time sweeper or other sub staff in the banking service. There is a procedure for making appointment to those posts. For the simple reason that in the exigency the bank was getting the sweeping work done, the services of any person so engaged on daily basis meeting the expenditure from the miscellaneous amount cannot be considered as an appointment and a person who was attending to such services cannot claim as matter of right to continue his/her services and to absorb in the banking service permanently. Unless a person is appointed either in a temporary vacancy or permanent vacancy and worked continuously for a period 240 days in a year he or she is not entitled to claim for the rights by invoking the provision of Industrial Dispute Act. The banking rules are very clear that either a casual or temporary workman who continue either temporary or permanent post, and when such a vacancy is to be filled up the procedure laid down by the bank is to be followed. It is not denied that in respect of payments of part-time/full time or sub staff there are circular and by bipartite settlement between the union and the management for selection to be made, which cannot be overlooked in the appointments. The evidence as spoken by WW1 to WW4 and MW1 to MW3 indicates that the petitioner had attended to the work as and when there was a requirement for which she was paid with remuneration, Chapter III of subordinate staff has given the guide lines for the appointments of sweeper and other manual staff in the banking service and unless the conditions set out are fulfilled, WW1 is not eligible for it. As a matter of fact WW1 has not fulfilled the guidelines given in the said chapter so as to claim for absorption or for continuation as claimed for.

15. In respect of regulations services of temporary employees the Hon'ble Supreme Court has laid down out guide lines in good number of cases and in a decision of the Apex Court in State of Haryana and others vs. Piara Singh AIR 1992 Supreme

court at page 9130, it was made clear that court must act with due care and caution while issuing the direction for regularisation of services of temporary and adhoc employees. As the petitioner was engaged on contract basis with an understanding that it was on daily wage basis, she has no rights whatsoever. Section 25F comes into operation if a termination was illegal. When no appointment was given to the petitioner, she cannot take shelter under Section 25F. So it cannot be interpreted that an illegal termination was done. In the following decisions reported in (1) Tarun Kundu & Others Vs. State of Bengal 2001. LLJ(Cal) Page 258 it is made clear that completion of 240 days in one calendar year does not confer a right and Section 25F to be invoked. (2). Himansu Kumar Vidyarthi Vs. State of Bihar 1998 (2) LLJ (S.C.) page 15. Both on factual and legal aspects, petitioner has no right to claim for the reinstatement muchless absorption in the post part-time sweeper in the respondents bank.

In the result an Award is passed dismissing the claim as not maintainable.

Dictated to the Shorthand Writer, transcribed by him, corrected by me and given under my hand and seal of this Tribunal on this the 27th day of March, 2001.

SYED ABDULLAH, Industrial Tribunal I

#### Appendix of Evidence :

| Witnesses Examined<br>for Petitioner : | Witnesses Examined<br>for Respondent : |
|----------------------------------------|----------------------------------------|
| WW1 Smt. K. Baby                       | MW1 T.V. Subramaniam                   |
| WW2 B Bala Kotaiah                     | MW 2 A. Malleesh                       |
| WW3 M. Nageshwar Rao                   | MW 3 K. Sriramulu                      |
| WW4 R. Ajay Kumar                      |                                        |

#### Documents marked for the Petitioner :

- Ex.W1 Xerox copy of extract of statement of WW1 recorded before ALC.
- Ex.W2 Xerox copy of Attendance Sheet for January, 1998.
- Ex.W3 Xerox copy of the Cash Voucher for paying the wages to WW1 dt. 3-10-97.
- Ex.W4 Xerox copy of appointment order dt. 16-3-98 issued to R. Sampurnam.

#### Documents marked for the Respondent :

- Ex. M1 Carbon copy of plan of extension counter.
- Ex.M2 Xerox copy of Plan showing the shutter and cash counter.

नई दिल्ली, 25 अप्रैल, 2001

का.ग्रा. 1071.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सुपरिन्टेन्डेंट ऑफ पोस्ट ऑफिस के प्रबंधन के संबंध निोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नागपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-4-2001 को प्राप्त हुआ था।

[स. एल-40011/22/2000-आई आर (डी यू)]  
कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 25th April, 2001

S.O. 1071.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal/Labour Court, Nagpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Supdt. of Post Office and their workman, which was received by the Central Government on 25-4-2001.

[No. L-40011/22/2000-(DU)]

KULDIP RAI VERMA, Desk Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NAGPUR

PRESENT SHRI B. G. SAXENA, PRESIDING  
OFFICER

REFERENCE No. CGIT : 307/2000

Employers in relation to the Management of The  
Supdt. of Post Office

and

Their workman Sh. Sheikh Ahmed P. Ahmed  
Hussain

#### AWARD

The Central Government, Ministry of Labour, New Delhi, by exercising the powers conferred by clause (d) of sub-section(1) and sub-section 2(A) of section 10 of the Industrial Dispute Act, 1947 has referred this dispute for adjudication vide order no. L-40011/22/2000/IR (DU) dated 28/09/2000 on the following schedule.

#### SCHEDULE

“Whether the action of the management of Supdt. of Post Office Nanded Division, Nanded in terminating the services of Sh. Sheikh Ahmed P. Ahmed Hussain. Ex EDMC, Kundalwadi, Distt.

1364 GI/2001—18.

Nanded is legal, proper and justified? If not, to what relief the workman is entitled and from which date?”

This reference has been received from Ministry of Labour, New Delhi in which it is mentioned that the service of Sh. Sheikh Ahmed has been terminated by the Supdt. of Post Office, Nanded Division.

Statement of claim has been submitted by Sh. Sheikh Phakir Ahmed. So the name of the claimant does not tally with the name mentioned in the reference. In the reference Sheikh Ahmed is mentioned whereas in the Statement of Claim Sheikh Phakir Ahmed is noted.

The person whose reference has been received in this court has not submitted any Statement of Claim. Hence, the claim cannot be accepted. The reference is disposed off for want of prosecution.

#### ORDER

As the Statement of Claim has not been submitted by the person whose reference has been received in the court. The reference is disposed off for want of prosecution. Even the name of the father is Sheikh Ahmed Hussain. The fathers name also does not show Phakir Ahmed.

Dated: 23-03-2001

B. G. SAXENA, Presiding Officer

नई दिल्ली, 26 अप्रैल, 2001

का.ग्रा. 1072.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ इंडिया के प्रबंधन के संबंध निोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/थम न्यायालय कलकत्ता के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-4-2001 को प्राप्त हुआ था।

[सं. एल-12012/194/92-आई आर (बी-II)]  
सौ. गंगाधरण, अवर सचिव

New Delhi, the 26th April, 2001

S.O.1072.—In pursuance of section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal/Labour Court, Calcutta as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Bank of India and their workman, which was received by the Central Government on 25-4-2001.

[No. L-12012/194/92-IR(B-II)]

C. GANGADHARAN Under Secy.

## ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL AT KOLKATA

Reference No. '64 of 1992

## Parties :

Employers in relation to the management of Bank  
of India

AND

Their workmen

## Present :

Mr. Justice Bhaat Prasad Sharma,  
Presiding Officer

## Appearance :

On behalf of Management :

Mr. R. N. Majumder, Advocate.

On behalf of Workmen :

Mr. Kalyan Chatterjee, Advocate.

State : West Bengal Industry : Banking

## \* AWARD

By Order No. L-12012/194/92-IR (B.II) dated 04-12-1992 the Central Government in exercise of its powers under Section 10(1)(d) and (2A) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of Bank of India, Zonal Office to terminated the service of canteen boys on the plea engaged through local implementation committee is justified or not. If not, to what relief is the workman entitled?"

S. No. Name

1. Mrinal Chakraborty
2. \* Bivas Makal

2. The present dispute arose on account of the removal of some canteen workers engaged in the canteens of the Bank of India at Calcutta. According to the All Bank Canteen Employees Union, Calcutta the banks in the country are governed by an Award known as Sastri Award and in terms of the provisions of the Sastri Award the management of the Bank of India introduced staff canteens at branches/offices of the bank throughout the country. The management constituted a fund known as 'staff welfare fund' from the annual profit of the bank for the purpose of welfare activities of the staff, including staff canteens. The wages of the canteen workers are determined by the bank and are paid by the bank to the debit of its charge account through local implementation committees. It is stated that Mrinal Chakraborty and Bivas Makal initially joined as employees of the implementation committee of the

bank established in the year 1967 in the Zonal Office for rendering services to the employees of the bank including the office at Calcutta Main Office of the said bank. Their duty was to prepare and supply tea, snacks, food etc. and the aforesaid two persons used to get their remuneration out of the fund of the bank welfare committee provided by the management. After 1980 the tea clubs, which were originally in existence, ceased functioning and ad-hoc committee was formed to run the canteens properly for enhancing the welfare facilities of the employees including the officers of the bank. The said ad-hoc committee was formed under the welfare scheme of the bank which is otherwise known as branch implementation committee. According to the workmen the canteen is an essential amenity according to term No. 609 of the Sastri Award. The fund for the welfare activities is created by the bank by transfer of money from annual profits for providing certain amenities according to the Sastri Award for carrying out welfare activities of the employees. The chairman, other office bearers and members of the committee are all regular employees, including officers of the bank and no outsiders is permitted to hold any office in the said canteen which works as an intermediary between the canteen employees and the bank management. The said committee has actually no independent status and the committee takes directions and advice from the welfare committee which in its turn takes instruction and advice from the bank management. Substantial sum of money is also set apart from the bank and put in the hands of the welfare committee for distribution to the implementation committees and substantial amount is also given by way of subsidy to the said committee for running the canteens. Same procedure is followed in case of the branch office canteens and the subsidy and welfare amount for the canteen are also given to the branch implementation committee through the Branch Managers of the Bank. The responsibility of maintenance and running of staff canteens in the branches and offices and conducting their welfare activities through the local implementation committee come under the purview of the service conditions of the Branch Manager/Chief Manager and negligence and lack of effective supervision on the part of the Branch Manager/Chief Manager is treated as misconduct on his part. The books of accounts of the implementation committees are regularly audited by the official of the bank who are designated as Bank Auditor. It is further stated that the utensils, furnitures, electrical fittings and other requirements of the canteens are provided by the Bank. The two aforesaid workmen used to work during the working hours of the bank and they worked to the satisfaction of the bank. They used to prepare tea, food, snacks and meals for the staff and officers of the bank and the officers managed the canteen as such the two aforesaid work-

performed the duties in the nature of other subordinate staff of the bank. They had also access to any part of the bank for supply of food to the members of the staff and the canteen is also situated within one of the rooms of the office of the bank. It is stated that the bank treated one of the canteen employees, namely, Monoranjan Mitra, who works in the Head Office of the Bank as a subordinate staff and he used to get his salary and other facilities available to the subordinate staff cadre of the bank. According to the workmen canteen employees are also workmen of the bank and are entitled to the same status, pay and facilities as are available to the subordinate staff of the bank, but the same has been denied to them. It is stated that in the year 1975 the Govt. of India in the Ministry of Labour referred an industrial dispute existing between the employees of the State Bank of India and the State Bank of India management for adjudication regarding status, pay and facility of the canteen workers of the State Bank of India. Considering the facts and circumstances of the case, this Industrial Tribunal in Reference No. 63 of 1975 was pleased to pass an Award on 30th November, 1976 whereby the canteen workers of the canteens run by the local implementation committees of the State Bank of India were declared workmen of the Bank and they are held to be entitled to the status, pay, and facilities as were available to other Class-IV employees of the Bank. The said award was duly accepted by the Central Government acting through State Bank of India and it is stated on behalf of the workmen that this Award should act as guideline in this regard. The canteen employees who were ostensibly employed by the local implementation committee were in effect required to prepare and serve tea, meals and foods for the business of the bank and to its employees and the salary of the canteen employees are paid by the local implementation committee from the funds created by the bank for this purpose. The employment of the canteen employees depends upon the existence of the bank vis-a-vis the employees. It is alleged that the Bank of India has innovated layers of insulation between itself and the ultimate canteen employees by providing for the local implementation committee and by giving subsidy to such committees. So, it is stated that if the veil is lifted it is easy to find that such canteen employees are paid out of its fund made available to such implementation committees by the bank. It is alleged that the management of the Bank of India terminated the services of Mrinal Chakraborty and Bivas Mukal, canteen workers of Zonal Office, Eastern Zone, without notice for no fault on their part and without assigning any reason and engaged contractor in place of the implementation committee. The Bank also denied appointment letters to the employees of the canteens working in different branches of the bank

in West Bengal in violation of the West Bengal Shops & Establishments Act, while canteen is an essential amenity to be provided by the Bank under Chapter XXXVIII paragraph 609(8) of the Sastr Award. Thus, under Chapter-III Clause 3.2(b) of Organisation and Management of Bank of India, Administration and Office Service Department will deal with canteens and Chief Manager of each branch is responsible for the same under table of Organisation Head Office. It is stated that in the circumstance it is clear that there existed employee-employer relationship between the canteen employees and the bank and thus the aforesaid two workers, namely, Mrinal Chakraborty and Bivas Mukal also happened to be the employees of the bank. The aforesaid two workmen were demanding their absorption in Class-IV cadre of the bank, but their services were terminated. The union started agitating the matter before the management of the bank for withdrawing the illegal termination order and reinstatement of the two employees and also for absorption of all canteen workmen run through local implementation committees in view of the Award of this Tribunal in Reference No. 63 of 1975. Accordingly, it has been prayed that the aforesaid two workmen be ordered to be reinstated in their respective services with back wages, treating their termination as illegal and void and they be treated as Class-IV employees of the Bank from the date of their joining the Bank with consequential benefits.

3. A written statement was filed on behalf of the management of the Bank. Inter-alia, it was challenged that the reference is without jurisdiction and illegal and that the dispute is ill-conceived and not maintainable as an industrial dispute. It has also been stated that the alleged dispute cannot be said to have assumed the character of industrial dispute as it has not been sponsored by the union for the employees of the Bank and no other employee of the Bank excepting for the canteen employees happen to be members of the said union. It has further been stated that the authority making the reference was oblivious of the fact that the dispute sought to be adjudicated is a matter engulfing the Bank throughout the country and is thus of all India phenomenon, though the union raising the issue does not possess any representative character. It has been further stated that even if the alleged dispute is construed as a regular dispute, the reference is not maintainable on the ground of res judicata, because the said Mrinal Chakraborty and Others filed a writ petition before the Hon'ble High Court at Calcutta praying for declaration that the said writ petitioners were permanent employees of the Bank and the writ petition was contested by the Bank and was still pending. It is further stated that the Bank is carrying out some

welfare activities including promotion of canteen facilities and the funds related to such welfare activities are placed in the hands of the Central Committee at the Head Office level. This fund, thereafter is allocated by the Central Welfare Committee to the Zonal and Regional Welfare Committees which operate at zonal and regional level. Further, the zonal and regional welfare committees allocates such funds granted to them to the branch and office implementation committees and the same are appropriated by the branch and office implementation committees for the purpose of welfare activities of employees including canteen facilities. The canteen is run by the canteen committee consisting of representatives of the Officers' Association and Federation of Bank of India Staff Union. The canteen committees employ staff of the canteen and pay salary to such staff and in the canteen committees there is no representative of the management. The canteen committee has independent status as distinct from the Bank and they determine the terms and conditions of service of such canteen boys. These canteen boys do not get any liveries or any benefit from the Bank.

Further stated that the canteen committees consist of elected members of the staff, either from the Bank of India Officers' Association or from the Federation of Bank of India Staff Union. It is also stated that in fact, in some cases, officials of the Bank are also in the canteen committee, but such representation of the officials does not imply that they represent the management on the committee, because the management has not authorised any such official to be on the canteen committee. The constitution of the canteen committee is not prescribed by the management and the representation of such official in the Bank of India cannot be construed as representation of the management. However, it is stated that in some cases independent contractor is also appointed by the canteen committee to run the canteen and the contractor brings his own staff to work as canteen boys. Therefore, the allegations made in the statement of claims of the union have been denied by the management. It is stated that so far as running of the canteens are concerned, the management has nothing to do with it and it is run by the local implementation committee. The canteens are not statutory canteens and the canteens exist only as a measure of welfare activity of the Bank for its employees. It is also stated that merely providing utensiles, furnitures and electrical fittings relating to the canteen does not necessarily imply that the Bank management controls and supervises the work of the canteen employees. It is stated that the management never assessed the work of the aforesaid two employees, namely, Mrinal Chakraborty and Bivas Makal and no evaluation of their work was ever made by the management. In this

view of the matter, it is stated that whatever function was discharged by the said Mrinal Chakraborty and Bivas Makal were so discharged by them at the instance of the canteen committee and the management of the Bank had nothing to do with it. It is also further stated that the functions and duties discharged or performed by the canteen boys are not akin to the functions and duties discharged and performed by the subordinate staff of the Bank and in any event, whatever function was discharged or performed by them, was so discharged or performed under the orders of the canteen committee and not at the instance of the Bank. Therefore, it has been denied by the management that the canteen employees happened to be the employees of the Bank and thus it is stated that there does not exist any relationship of employer and employee between the management and these workmen. So far as the Award in the State Bank of India case is concerned, it is stated that the circumstances in both the cases are different and therefore, the present reference cannot be equated with the aforesaid Award. It is also further stated that constitution of the canteen committee has been prescribed by the management and merely on the ground of providing funds for the canteen committee by the welfare committee, it cannot be said that they are employees of the Bank. It is also stated that the management of the Bank has neither any control, nor supervision of the work of the canteen employees and therefore they cannot be treated as employees of the Bank. It is ultimately stated that the management of the Bank has no idea as to why and under what circumstances the services of the aforesaid two persons were terminated by the canteen committee. Therefore, it is stated on behalf of the management that actually the reference is not maintainable and the claim of the workmen are not fit to be allowed.

4. Both the parties have adduced evidence, oral as well as documentary. So far as the documentary evidence produced on behalf of the workmen are concerned, Ext. W-1 happens to be the petition filed before the Assistant Labour Commissioner (Central) by the All Bank Canteen Employees Union which ultimately resulted in the present reference. Ext. W-2 is a petition filed by the Assistant Secretary of the aforesaid union to the Zonal Manager of the Bank on 19-08-1991 stating that the manner in which the canteen employees were removed and their services were terminated were improper and illegal and requested him to consider their case. Ext. W-3 is a letter written by the Assistant Labour Commissioner (Central) in course of conciliation to the Zonal Manager of the Bank calling for his comments in the matter. Ext. W-4 is the reply of the Bank by its Zonal Manager filed before the Assistant Labo u

Commissioner (Central). Ext. W-5 is a reply on behalf of the union before the Assistant Labour Commissioner (Central) in this matter. Ext. W-6 is another letter dated 11-04-1992 filed by the Zonal Manager of the Bank to the Assistant Labour Commissioner (Central) regarding the industrial dispute pending before him and explaining the background of termination of services of the canteen employees. Ext. W-7 is also a letter to the Zonal Manager of the Bank to the Assistant Labour Commissioner (Central) dated 05-02-1992 in connection with the same matter. Ext. W-8 is the proceeding of the conciliation officer. Ext. W-9 is a letter dated 04-04-1992 written by the Zonal Manager to the Assistant Labour Commissioner (Central) in the matter of dispute. Ext. W-10 is a letter written by the General Secretary of the union to the Assistant Labour Commissioner (Central) on 10-04-1992 regarding the dispute. Ext. W-11 is another letter dated 24-04-1992 written by the Zonal Manager to the Assistant Labour Commissioner (Central). Ext. W-12 is the report submitted by the conciliation officer to the Secretary to the Govt. of India in the Ministry of Labour in the matter of conciliation stating that the conciliation effort could not succeed and materialise. On its basis the reference has been made and Ext. W-13 is the copy of the order of reference. Ext. W-14 is a notice signed jointly by the Calcutta Industrial Finance Branch Implementation Committee and Zonal Office Implementation Committee by which quotations were invited for running the canteen in the Bank. Ext. W-15 is the Staff Welfare Scheme. Ext. W-16 is the copy of the notice issued by the Regional Manager, Eastern Region of the Bank attaching a copy of the letter of the Manager of the Bank of India Staff Canteen regarding the scheme of running canteen. Ext. W-17 is a broucher on the inter-zone football tournament by the management of the Bank of India. Ext. W-18 is the chart showing the organisation of the Head Office of the Bank. Ext. W-19 is the paper of Gas Agency regarding supply of gas to the canteen at C.R. Avenue office of the Bank. Ext. W-20 is a receipt regarding payment of charges for carrying wooden cases. Ext. W-21 is the prescription of one Mrinal Chakraborty, a canteen employee by the medical adviser of the Bank of India. Ext. W-22 is a direction upon one Arup Roy of 47, S. N. Chatterjee Road, Calcutta-38 before a Court in a proceeding under Section 144(2) of Cr.P.C. Ext. W-23 is the notification of publication of an Award of the Central Govt. Industrial Tribunal at Madras in a reference between Indian Overseas Bank and their employees, attaching the Award of the Industrial Tribunal dated 27th May, 1994 by which 33 canteen employees of Indian Overseas Bank were ordered to be reinstated. Ext. W-24 is the order of the Zonal Implementation.

Committee of the Bank of India regarding constitution of the committee. Ext. W-17A is the booklet regarding formation of the welfare committees in the Bank of India.

5. On the other hand, so far as the management is concerned, Ext. M-1 is a letter addressed to the General Manager of the Bank of India, Eastern Zone, Calcutta by an Advocate intimating that a motion was pending in the matter of writ petition filed before the Hon'ble Calcutta High Court on behalf of Mrinal Chakraborty and Others, attaching a copy of the writ petition. Ext. M-2 is a letter addressed to the Managers of all the Branches of the Bank of India regarding the scheme for promotion of staff welfare activities in India and creation of staff welfare fund. From this letter it appears that the Bank had decided to allocate fund to the Regional Committees at the rate of Rs. 50/- per annum per employee for distribution amongst different branches.

6. So far as the oral evidence is concerned, WW-1 is Mrinal Chakraborty, one of the workmen involved in the reference and WW-2, Bivas Makal is also another workman involved in the case. WW-3, Basudeb Ghosh has deposed as Assistant Secretary of All Bank Canteen Employees Union which has sponsored the cause of the workers in the present reference. On the other hand, management has examined only one witness who is Ratneswar Mukherjee, an officer of the Personnel Department of the Bank.

7. WW-1 has stated that he was working as canteen boy in the Zonal Office of the Bank at 15-A, Hemanta Basu Sarani, Calcutta-1, which subsequently shifted to 5, Brabroune Road, Calcutta-1. He joined the service as a Canteen boy on 25-10-1988 and worked till 17-8-1991. According to him he was not allowed to join the canteen in the new office after the vanue shifted and he was told that his service was terminated. He further stated that All Bank Canteen Employees Union raised the dispute on his behalf. His pay was Rs. 420/- per month when his service was terminated and he was being paid on monthly basis. According to him he had rendered continuous service from the date of his appointment till 17-8-1991 and during this period he also used to receive bonus once in a year. According to him as Canteen boy his duty was to prepare and serve tea, food and water to the employees of the Bank and his duty hours was from 9.30 A.M. to 5 P.M. He also stated that his canteen was situated within the premises of the Zonal Office of the Bank and the fittings, fixtures and utensils were all supplied by the Bank. According to him the cost of fuel of the canteen also used to be given by the Bank and none except the bank employees was permitted to use the canteen.

He claims that as a Canteen boy he was performing the duties of similar nature of other subordinate staff of the Bank. He states that he was appointed by the employees of the Bank as a canteen boy and the canteen used to remain closed on bank holidays. According to him no show cause notice was served to him before termination of his service and no compensation was also paid. So, he has stated that his service was terminated illegally and it was not justified. So, he prayed for his reinstatement with back wages and consequential benefits. He has further stated in his cross-examination that the canteen employees of his bank as well as of the other banks happened to be members of All Bank Canteen Employees Union. He has, however, stated that no appointment letter was given to him. He further stated that Zonal Office Implementation Committee and some other members formed a new canteen committee later when the Zonal Office Employees Canteen Committee ceased to exist on 3-12-1988. According to him, he was appointed by the Zonal Office Implementation Committee as a canteen boy. He has stated that he has no knowledge whether this committee was authorised to make appointment on behalf of the Bank or not. A question was asked whether a case filed by him before the Hon'ble High Court was still pending and he expressed his ignorance in the matter. He further stated that the members of the canteen committee used to disburse salary per month to the canteen employees. He has also stated that the Zonal Office was shifted to new building on 17-08-1991 and the canteen facility was withdrawn in the new building and he also does not know whether there is any canteen in the new building. He has stated that at the time of termination of his service he was told by the persons who had appointed him that his service was no more required. It was said verbally. He has, however, admitted that he was not given any appointment by any officer of the Bank including the Branch Manager and any such officer also did not inform him that his service was being dispensed with. However, he has denied that relationship of master and servant did not exist between the Bank and himself.

WW-2, Bivas Makal has stated that he was also a canteen-boy in the Zonal Office of the Bank of India at 15A, Hemanta Basu Sarani, Calcutta-1, and he rendered continuous service from the date of his appointment on 25-10-1988 till 17-08-1991. He also used to receive bonus once a year and his salary was Rs. 420 per month. His duty hours was from 9.30 A.M. to 5 P.M. According to him his duty as canteen-boy was to prepare food, serve water and tea to the employees of the Bank. According to him similar type of canteen existed in other branches

of the bank also. He was, however, not given any appointment letter, nor he was served any notice at the time of termination of his service and he was also not paid any compensation. He has named the person who had appointed him as member of the implementation committee and according to him his termination is illegal. He has stated in his cross examination that the canteen employees of this Bank as well as of other banks happened to be members of the All Bank Canteen Employees Union. According to him, he and WW-1, Mrinal Chakraborty were only two members of the union from the Zonal Office. According to him, there was Zonal Implementation Committee and subsequently, one employees canteen committee which was functioning earlier ceased to function on 3-12-1988. He was appointed by the Zonal Office Implementation Committee as a canteen-boy. However, he does not know whether they were authorised to make appointment on behalf of the Bank. He also stated that a member of the canteen committee used to disburse their salary. He has expressed his ignorance about the fact whether canteen facility was withdrawn in the new building after the transfer of the Zonal Office and he has no knowledge whether any canteen exists in the new building or not. According to him Basudeb Ghosh happens to be the General Secretary of this union and he is an employee of the Grindlays Bank as a canteen staff. He was informed at the time of termination of his service by the same person who appointed him without appointment letter. He has admitted that he was neither appointed by an officer of the Bank, nor his service was terminated by such officer and he has denied the suggestion that no relationship of master and servant existed between the Bank and himself.

WW-3, Basudab Ghosh has stated that since, 1975 he is an employee of the Grindlays Bank Canteen and his union raised the dispute against the dismissal of the concerned workmen, Mrinal Chakraborty and Bivas Makal and accordingly the union has prayed for their reinstatement. He has further stated that the Bank of India maintains canteen in all the branches in Calcutta, but he does not know about existence of such canteen elsewhere. He has also stated that save and except two branches in Calcutta, other canteens in Calcutta are controlled by the Local Implementation Committee. According to him there was a canteen in the Bank of India Zonal Office at 5, B.T.M. Sarani, Calcutta which was shifted from Hemanta Basu Sarani where the concerned workmen worked as canteen boys. According to him canteen at B.T.M. Sarani office of the Bank is now being run by the contractor. He has also stated that the canteens are meant for rendering service to the bank employees and not to any outsiders. According to him the termination of

service of the workmen is illegal and he has prayed for their reinstatement. He has also stated that the Bank is bound to maintain canteen for the service to its employees. He has stated in his cross-examination that he also happens to be a canteen employee and he was engaged by the canteen committee of the Bank. According to him there are 9 members of the canteen committee in his Bank and one of them Tapan Daw is the Secretary and he is a regular employee of the Bank. He has stated that this Tapan Daw is not a member of the Local Implementation Committee of the Bank of India. This witness has stated that the Banks are to maintain canteens as per Sastri Award. He has denied the suggestion that the canteen employees are never the employees of the Bank.

8. MW-1, Ratneswar Mukherjee, an Officer of the Personnel Department of the Bank of India, has stated that he is posted at B.T.M. Sarani, Calcutta-1. He has also stated that the welfare activities of the management of the Bank are in relation to canteen facility, library facility and allied facilities of the employees of the Bank. He has also stated that for such activities funds are allocated from the Head Office to the Zonal Office and also to the branches in which such facilities are provided. According to him the Bank does not maintain the canteens directly. He has further stated that the canteens of the Bank are managed by the canteen committees which are constituted by the representatives of the majority union as well as the representatives of the officers association. He has further stated that the Branch Manager of the branches also remain in such canteen committees as members and management does not nominate any member in such committees. According to him canteen committees pay salaries to the staff of the canteen and the Bank has nothing to do with such payment of salary to the canteen staff. According to him the canteen committee frames terms and conditions of service of the canteen employees. According to him the canteen committee is not a part and parcel of the management of the Bank and therefore it has its independent existence having no concern with the management. He has also stated that the Bank has no statutory obligation to run a canteen. He also stated that the management of the Bank does not supervise the functions of the canteens. He has denied the plea of the union that the workmen of the canteen work under the direct supervision of the management of the Bank and they are members of the staff of the Bank. According to him since the Zonal Office of the Bank shifted to 5, B.T.M. Sarani in 1991, there is no canteen functioning there. He then states that there is a canteen at 5, B.T.M. Sarani which has been entrusted to a private contractor. The contractor has also been engaged by the canteen

committee. According to him the canteen workers are never engaged for performing their duties as canteen-boy at 5, B.T.M. Sarani office of the Bank. He has also stated that there is no branch in India where the management of the Bank runs the canteen directly. According to him the prices of the canteen food are determined by the canteen committee itself. He has denied that the canteen workers are the workers of the Bank. He has also denied that the Bank has obligation to maintain canteen as per Sastri Award. In his cross-examination, he has stated that the Bank is not providing canteen facility to the staff and the canteen facility is provided as a measure of the welfare activity of the Bank. However, he admits that the Bank employees are the beneficiaries of the welfare activities of the Bank and the Bank makes donation for many charitable purposes. According to him the welfare activities for the staff of the Bank are not obligatory on the part of the Bank. He has stated that the Bank spends amounts even if the reason for such expenditure is not obligatory. He has stated that the Bank's obligation to its employees are regulated by the settlements and Awards. However, when the witness was shown the relevant portion relating to canteen in Ext. W-17A, he expressed his ignorance about it. He has also expressed his ignorance in the matter of whether Administration Department of the Zonal Office looks after the canteen. He has stated that the management has formulated policy regarding the welfare measures and has created staff welfare fund. According to him the canteen committee appoints the canteen boys and subsidy is given by the Bank to the canteen committee to run the canteen. The canteens are located in the Bank premises and electricity and water connection in the canteens are provided by the Bank. He, however, expresses his ignorance about the supply of furniture, fixtures and utensils for the canteen by the Bank. He further states that the function of the welfare committee is to look after the library facility and canteen facility. According to him employees pay for use of the canteen facility and the canteen committees are constituted generally of four to five members. He also admits that the Bank audits the canteen accounts and the Branch Manager or a senior officer of the Bank happens to be generally the president of the canteen committee. According to him the welfare committee selects the members of the canteen committee. He also further admits that canteen committee takes disciplinary action against the employees of the canteen. He admits that no termination notice was served to the concerned workmen, but, according to him, it was so because they were not the employees of the Bank and the management had no concern with them.

9. To sum-up the pleadings and evidence of the parties, it becomes admitted that the workmen concerned happened to be working as canteen-boys in the canteen at 15A, Hemanta Basu Sarani Calcutta-1 which was the Zonal Office of the Bank of India from 15-10-1988 to 17-08-1991. So, the concerned workmen have worked for about three years. This fact has not been denied. It is also admitted that subsequently the Zonal Office of the Bank was shifted to 5, B.T.M. Sarani, Calcutta-1, and there after the canteen in which the two workers were working ceased to function and they were removed from service as their services were no more thought to be required. It is also admitted that the canteen was situated in a portion of the building of the Bank at the Zonal Office. The water supply and electric connections were also being used by the canteen from the Bank. It is further admitted that the Bank management used to allocate certain amount on the basis of per head of the employees utilising the canteen for running the canteen as subsidy. The canteen was exclusively meant for the employees of the Bank and naturally the canteen had to run according to the working hours of the Bank. It is also admitted that the canteen used to be managed by a canteen committee. Canteen committee used to receive the allocation of the money from the management through the welfare committee and the expenses used to be met with this amount. Admittedly, the payment to the canteen-boys also used to be made by the canteen committee and not directly by the management of the Bank. It is also admitted that after the shifting of the Zonal Office of the Bank to B.T.M. Sarani, the canteen in which the two workers were employed ceased to function and it appears from the evidence that subsequently the canteen was handed over to some contractor. The question, therefore, arises whether these two workers were the employees of the Bank and whether their removal from service should be treated as retrenchment in illegal manner. It the two persons happened to be employees of the Bank and if they were unceremoniously removed from service, in the manner stated the removal amounted to retrenchment, which was in contravention of the provisions of Section 25F of the Industrial Disputes Act, 1947 and therefore illegal.

10. The main contention on behalf of the management is that neither the canteen in question was statutory, nor the canteen was run by the management of the Bank and the management of the Bank had also no control or supervision over the staff employed in the canteen and therefore the employees of the canteen could not be treated as employees of the Bank. On the other hand, it has been contended on behalf of the workmen that though the canteen was not statutory, the running of canteen was obli-

gatory on the part of the Bank as per the Sastri Award and since not only the canteen was located in the premises of the Bank, rather the electricity, water supply and utensils etc were provided by the Bank and the payment of salaries to the canteen-boys were also being made from the fund provided by the management of the Bank, the canteen boys happened to be in the employment of the Bank. It is admitted that the canteen in question was run by a local implementation committee, known as canteen committee which was managing the canteen. It is however, admitted that the members of the local implementation committee or the canteen committee happened to be the employees of the Bank and it has also come that the Managers of the concerned branches or the Chief Manager of the Regional Office used to be the president of the Local Implementation Committee. Therefore, it has been contended on behalf of the workman that though the management did not directly manage the canteen the management had the ultimate control over the canteen. Therefore, taking advantage of the veil created by constitution of a local implementation committee, the Bank cannot deny the relationship of employer and employee between the Bank and the concerned workmen.

11. Many decisions have been relied on by the parties in the context. The first decision, which is the earliest one, is the case of *Hnsainbhai v Alafh Factory Tezhilali Union & Ors.* (AIR 1978 SC 1410). In this case the question of relationship of employer and employee arose and their Lordships of the Hon'ble Supreme Court observed in this connection as follows :

"5. The true test may with bravity, be indicated once again. Where a worker or group of workers labours to produce goods or service and these goods or service are for the business of another, that other is, in fact, the employer. He has economic control over the worker's subsistence, skill, and continued employment. If he, for any reason chokes off, the worker is, virtually, laid off. The presence of intermediate contractors with whom alone the workers have immediate or direct relationship ex contract is of no consequence when, on lifting the veil or looking at the conspectus of factos governing employment, we discern the naked truth, though draped in different perfect paper arrangement, that the real employer is the Management, not the immediate contractor. Myriad devices, half-hidden in fold after fold of legal form depending on the degree of concealment needed, the type of industry, the local conditions and the like, may be resorted to when labour legislation casts welfare obligations on the real employer, based on Arts. 38, 39, 42, 43 and 43-A of the

Constitution. The Court must be astute to avoid the mischief and achieve the purpose of the law and not be misled by the maya of legal appearances."

Their Lordships have further observed in this regard that if the livelihood of the workman substantially depends on the labour rendered to produce goods and service for the benefit and satisfaction of an enterprise, absence of a direct relationship or presence of dubious intermediaries or the make-belief trappings of detachment from the management cannot snap the real-life bond. Further, their Lordships have also observed that the story may vary but the inference defies ingenuity and the liability cannot be shaken off. Relying on this observation of their Lordships it has been contended on behalf of the workmen that in this case also the management has taken advantage of creation of intermediary in the form of local implementation committee to deprive the workmen of their right and privileges and it has been alleged that this is an instance or a device to cause exploitation of labour.

12. Another judgement is of Parimal Chandra Raha v. Life Insurance Corporation of India & Ors [JT 1995 (3) S. C. 288]. This was also a case between the canteen workers of L.I.C. offices and the management of L.I.C. The question of relationship of employer and employee also arose in this case and after discussing the facts of the case and referring to the judgment of Hussain Bhai's case (supra), workmen of Food Corporation of India v. Food Corporation of India, 1985 (2) S.C.C. 136 and also the case of M.M.R. Khan v. Union of India & Ors. (1990) Supp. S.C.C. 191 summarised the position in paragraph 27 of the judgment which is as follows :

"27 What emerges from the statute law and the judicial decisions is as follows :

- (i) Where, as under the provisions of the Factories Act, it is statutorily obligatory on the employer to provide and maintain canteen for the use of his employees the canteen becomes a part of the establishment and, therefore, the workers employed in such canteen are the employees of the management.
- (ii) Where, although it is not statutorily obligatory to provide a canteen, it is otherwise an obligation on the employer to provide a canteen, the canteen becomes a part of the establishment and the workers working in the canteen, the employees of the management. The obligation to provide a canteen has to be distinguished from the obligation to provide facilities to run canteen. The canteen run pursuant to

the latter obligation, does not become a part of the establishment.

- (ii) The obligation to provide canteen may be explicit or implicit. Where the obligation is not explicitly accepted by or cast upon the employer either by an agreement or an award etc., it may be inferred from the circumstances, and the provision of canteen may be held to have become a part of the service conditions of the employees. Whether the provision for canteen services has become a part of the service conditions or not, is a question of fact to be determined on the facts and circumstances in each case.

Where to provide canteen services has become a part of the service conditions of the employees, the canteen becomes a part of the establishment and the workers in such canteen become the employees of the management.

- (iv) Whether a particular facility or service has become implicitly a part of the service conditions of the employees or not, will depend among others, on the nature of the service/facility, the contribution the service in question makes to the efficiency of the employees and the establishment, whether the service is available as a matter of right to all the employees in their capacity as employees and nothing more, the number of employees employed in the establishment and the number of employees who avail of the service, the length of time for which the service has been continuously available, the hours during which it is available, the nature and character of management, the interest taken by the employer in providing, maintaining, supervising and controlling the service, the contribution made by the management in the form of infrastructure and the funds for making the service available etc."

13. Third important case referred to on behalf of the management is the case of State Bank of India & Ors v. State Bank of India Canteen Employees Union, Bengal Circle & Ors [2000 (5) S.C.C. 531]. This was also a case in which the canteen employees of different branches of the State Bank of India were claiming regularisation and parity with the other employees of the Bank. The matter came up before this Tribunal and an award was passed by Mr. Justice E. K. Moidu of this Tribunal on 30th November, 1976. The matter ultimately went upto the Supreme

Court While discussing the issue relating to the relationship of employer and employee between the canteen employees and the Bank, their Lordships observed that so far as the provisions of the paragraphs 608 and 609 of the Sastri Award which was meant for all the Banks of the country does not lay down that establishment of canteen is the obligation of the management. In the opinion of their Lordships the suggestion in the Sastri Award was regarding promotion of certain welfare activities. The providing of canteen facility being one of such facility. So far as the State Bank of India is concerned, it had decided to operate canteens in some of the branches having a minimum number of employees and it was challenged on behalf of the workmen and their Lordships in this case observed that fixation of minimum strength of staff of branches where the establishment would itself run the canteen was a subject within the jurisdiction of the Bank management and determination of minimum staff strength of a branch where the branch itself provides such canteen instead of running the same by a third party, was a matter of policy decision and it is to be decided by the Bank and not by the employees of the canteen. In this view of the matter, the persons employed in the non-statutory canteens were not deemed to be entitled to claim that they were the workmen of the State Bank of India. It was clearly observed by their Lordships "We, therefore, hold that the employees of the canteens which are run at various branches by the Local Implementation Committees as per the welfare scheme framed by SBI would not become employees of the Bank as the Bank is not having any statutory or contractual obligation or obligation arising under the award to run such canteens." In this view of the matter it has been submitted on behalf of the Bank that the workmen in this case who were similarly engaged in a canteen run by the Local Implementation Committee cannot be treated as employees of the management of the Bank.

14. The next case which came up for consideration is the case of Employers in relation to the Management of Reserve Bank of India v. Workmen, (1996) 3 S.C.C. 267. A similar question arose in this case also. After categorising the canteens their Lordships observed that so far as the non-statutory non-recognised canteens are concerned, following the principles laid down in M.M.R. Khan case (supra) it was held that the proposition Nos. 3 and 4 in that case was wrong and it required modification and their Lordships held that the principles laid down in Parimal Chandra Raha case (supra) could not be considered and the award was set aside.

15. However, there is a latest case on which much reliance has been placed on behalf of the workmen.

It was the case of Indian Overseas Bank Staff Canteen Worker's Union. v. Indian Overseas Bank. An Award has been made in favour of the workmen in this case in the similar circumstances by the Central Government Industrial Tribunal at Madras, which the Hon'ble High Court of Madras in a single Bench set aside. But, in appeal before the Division Bench in Writ Appeals Nos 463 to 465 of 1996, the Hon'ble Judges of the Division Bench set aside the judgment of the Single Judge, allowed the appeals and restored the Award of the Tribunal. The matter ultimately was taken before the Apex Court and in the case of Indian Overseas Bank v. I.O.B. Staff Canteen Worker's Union & Anr., 2 (3) Supreme Today 344-2000-I-LLJ-1618. In this case their Lordships discussed the plethora of decisions and ultimately held as follows:

"18. The standards and nature of tests to be applied for finding out the existence of Master and Servant relationship cannot be confined to or concretised into fixed formula(s) for Universal application, invariably in all classes or category of cases. Though some common standards can be devised, the mere availability of anyone or more of their absence in a given case cannot by itself be held to be decisive of the whole issue since it may depend upon each case to case and the peculiar device adopted by the employer to get his needs fulfilled without rendering him liable. That being the position, in order to safeguard the welfare of the workmen, the veil may have to be pierced to get at the realities. Therefore, it would be not only impossible but also not desirable to lay down abstract principles or rules to serve as a ready reckoner for all situations and thereby attempt to compartmentalise and peg them into any pigeonhole formulas, to be insisted upon as proof of such relationship. This would only help to perpetuate practising unfair labour practices than rendering substantial justice to the class of persons who are invariably exploited on account of their inability to dictate terms relating to conditions of their service. Neither all the tests nor guidelines indicated as having been followed in the decisions noticed above should be invariably insisted upon in every case, nor the mere absence of anyone of such criteria could be held to be decisive of the matter. A cumulative consideration of a few or more of them, by themselves or in combination with any other relevant aspects, may also serve to be the safe and effective methods to ultimately decide this often agitated question. Expecting similarity or identity of facts in all such variety or class of cases involving different

type of establishment and in dealing with different employers would mean seeking for things, which are only impossible to find."

The Hon'ble Supreme Court upheld the judgement of the Division Bench of the Hon'ble High Court of Madras and thereby upheld the Award of the Tribunal.

16. From all these decisions and the discussions and observations made by their Lordships of the Hon'ble Supreme Court from time to time, it emerges that so far as the canteens, either run by the management itself or through its agencies having any direct control over the canteens should be treated as canteens of a separate category than the canteens run otherwise. So far as the provisions of Sastri Award in paragraphs 608 and 609 are concerned, there cannot be any doubt that it does not create any obligation on the part of the management to run the canteen in all the branches of the Bank. However, it lays down for certain welfare activities and one of such activities may be running of canteens. It has been held in cases earlier that if the Bank permits a canteen to be run in its premises, but does not keep it under its control, such canteen cannot be treated as a part and parcel of the establishment of the Bank. The canteen in question in which the workmen concerned were working for about three years, was being run in the premises of the Bank and Electricity and water supply were also being provided, but the management of the canteen was entirely in the hands of the canteen committee or local implementation committee. It becomes admitted by the workmen themselves in their evidence that they were engaged by the canteen committee and the decision for running the canteen for day to day affairs was also taken by the canteen committee itself.

17. Though it could not be denied that running of the canteen was for the benefit of the employees of the Bank, but it could not have been treated as an essential component of the part of the establishment of the Bank. The circumstances under which the workmen were removed is also peculiar that the canteen in which they were working ceased to function when the Zonal Office of the Bank was shifted to 5, B.T.M. Sarani. It will, therefore, be deemed that the services of these workmen were not required by the Bank or the implementation committee, because the canteen being run by the canteen committee ceased to function.

18. The workmen concerned in the present case, therefore, cannot be treated as employees of the Bank. As such, their removal also cannot be treated as their retrenchment. So, the question of retrenchment being illegal does not arise. The two workmen concerned, in the circumstances, do not appear

to be entitled to any relief as I claimed by them. Accordingly this reference is decided.

Dated, Kolkata, The 12th April, 2001.

B.P. SHARMA, Presiding Officer

नई दिल्ली, 26 अप्रैल, 2001

का.आ. 1073.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब एवं सिंध बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जयपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-04-2001 को प्राप्त हुआ था।

[नं. एल-12012/183/89-आई आर(बी-II)]  
सी. गंगाधरन, अवसर सचिव

Now Delhi, the 26th April, 2001

S O.1073.—In Pursuance of Section 17 of the Industrial Dispute Act, 1947(14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal/Labour Court, Jaipur as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Punjab & Sind Bank and their workman, which was received by the Central Government on 25-4-2001.

[No. L-12012/183/89-IR (B-II)]  
C. GANGADHARAN, Under Secy.

अनुबंध

केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय  
जयपुर

आदेश संख्या एल-12012/183/89-आई.आर.  
(बी-2) 29-9-99

प्रकरण संख्या :—सी.जी.आई.टी./जे.-59/99

जमनालाल पुत्र श्री कोमजी उम्र 28 वर्ष जाति भील  
निवासी कुकान नं. 8, राजापार्क, ए.सी. बाजार,  
गली नम्बर-5, जयपुर

—प्रार्थी

बनाम

1 मैनेजर, पंजाब एण्ड सिंध बैंक, एल.बी.एस  
कालेज, शाखा, तिलक नगर, जयपुर।

2 क्षेत्रीय कार्यालय पंजाब एण्ड सिंध बैंक, बर्फखाना,  
जवाहर नगर, जयपुर।

3. प्रधान कार्यालय, बैंक हाउस, 21, राजेन्द्र प्लेस, नई दिल्ली-8

—अप्रार्थीगण

उपस्थित :—

प्रार्थी की ओर से—श्री ए. के. पारीक  
अप्रार्थीगण की ओर से—श्री बी.एस. रत्न  
पंचाट दिनांक 8-3-2001

पंचाट

केन्द्रीय सरकार के द्वारा निम्न विवाद, औद्योगिक विवाद अधिनियम, 1947 (जिसे बाद में अधिनियम, 1947 कहा गया है) की धारा 10 की उपधारा (1) के खण्ड-घ के प्रावधानों के अन्तर्गत उक्त आदेश के जरिए न्यायनिर्णयन हेतु निर्देशित किया गया :—

“Whether the action of the management of Punjab & Sindh Bank, Jaipur of removing Shri Jamuna Lal workman in violation S-25-F of the I.D. Act, 1947 is justified? If not, what relief the workman is entitled for and from what date?”

प्रार्थी की ओर से स्टेटमेंट आफ क्लेम प्रस्तुत किया गया, जिसमें उल्लेख किया गया कि उसने विपक्षीगण के अधीन दिनांक 1-4-1991 से चतुर्थ श्रेणी कर्मचारी के रूप में दैनिक वेतनभोगी कर्मचारी के रूप में कार्य किया।

विपक्षीगण ने दिनांक 27-6-1994 को बिना कोई कारण बताये उसे सेवा से पृथक कर दिया। सेवा समाप्ति से पूर्व के एक वर्ष में उसने 240 दिन से अधिक कार्य किया है। उसे मजदूरी का भुगतान साप्ताहिक किया जाता था। उसकी सेवा अधिनियम, 1947, की धारा 25-एफ का उल्लंघन कर की गई। प्रार्थना की गई कि उसे विपक्षी बैंक की सेवा में पुनः लिये जाने का आदेश पारित किया जाये।

विपक्षीगण ने जवाब में प्रार्थी के द्वारा दैनिक वेतनभोगी कर्मचारी के रूप में कार्य करने को अस्वीकार किया गया। यह भी उल्लेख किया गया कि प्रार्थी को अवगत करा दिया गया था कि उसकी सेवायें अवधि विशेष की समाप्ति के साथ ही समाप्त हो जायेगी। यह भी उल्लेख किया गया कि प्रार्थी अस्थायी दैनिक वेतनभोगी था व उसे कार्य न देना अधिनियम, 1947 के अन्तर्गत छंटनी की परिभाषा में नहीं आता। प्रार्थी के कथन को कि उसने 27-6-1994 के पूर्व के एक वर्ष में 240 दिन या उससे अधिक कार्य किया, को अस्वीकार किया गया। निर्देश आदेश कानून की दृष्टि में दूषित होने के बावत व प्रार्थी के द्वारा विवाद देरी से उठाने के बारे में स्थापति की गई।

प्रार्थी के द्वारा जवाब का प्रत्युत्तर प्रस्तुत किया गया, जिसमें उसने क्लेम में वर्णित तथ्यों को दोहराया।

पक्षकारों के अधिकारों के आधार पर निम्नांकित विवाद बिन्दु बनाये गये :—

- (1) आया प्रार्थी द्वारा अप्रार्थी संस्थान में सेवा समाप्ति की तारीख दिनांक 27-6-1994 से पूर्व के एक वर्ष में 240 दिवस या उससे अधिक बतौर चतुर्थ श्रेणी कर्मचारी कार्य किया गया?
- (2) आया प्रार्थी की सेवा समाप्ति औद्योगिक विवाद अधिनियम, 1947 की धारा 2(ओओ)(बीबी) के प्रावधानों के अन्तर्गत छंटनी की परिभाषा में नहीं आती है?
- (3) आया निर्देश कानून की दृष्टि से दूषित है?
- (4) आया प्रार्थी के द्वारा विवाद देरी से उठाये जाने के कारण खारिज किये जाने योग्य है?
- (5) आया अप्रार्थी के द्वारा अप्रार्थी की सेवा समाप्ति अधिनियम, 1947 की धारा 25-एफ का उल्लंघन कर की गई?
- (6) प्रार्थी किस सहायता को प्राप्त करने का अधिकारी है?

क्लेम के समर्थन में प्रार्थी ने स्वयं का शपथ-पत्र प्रस्तुत किया जिस पर प्रतिपरीक्षा करने का अवसर विपक्षीगण के अधिवक्ता को दिया गया। प्रार्थी ने मजदूरी के भुगतान से संबंधित वाउचर प्रदर्श डब्ल्यू-1 से प्रदर्श डब्ल्यू-51 प्रस्तुत किये। विपक्षीगण की ओर से जिनेन्द्र कुमार जैन विपक्षी बैंक में कार्यरत कम्प्यूटर ऑपरेटर व जगजोत सिंह भटनेजा विपक्षी बैंक के वरिष्ठ प्रबन्धक के शपथ-पत्र प्रस्तुत किये गये, जिन पर प्रतिपरीक्षा करने का अवसर प्रार्थी के अधिवक्ता को दिया गया।

बहस सुनी गई एवं पत्रावली का अवलोकन किया गया। बनाये गये विवाद बिन्दुओं का विनिश्चय निम्न प्रकार किया जाता है :—

बिन्दु संख्या:— 1 प्रार्थी का कथन है कि उसने विपक्षी संस्थान में दिनांक 1-4-1991 से चतुर्थ श्रेणी कर्मचारी का कार्य दैनिक वेतन के आधार पर किया। उसने 3 वर्ष 2 माह 27 दिन लगातार कार्य किया, परन्तु दिनांक 27-6-1994 को उसकी सेवा समाप्त कर दी गई। उसने विपक्षी संस्थान में सेवा समाप्ति के पूर्व की अवधि में 240 दिन से अधिक कार्य किया। उसने कार्य करने के बाबत प्रतिलिपि वाउचर प्रदर्श डब्ल्यू-1 से प्रदर्श डब्ल्यू-51 प्रस्तुत किये। प्रतिपरीक्षा में उसने कहा कि उसने वाउचर के अतिरिक्त भी कार्य किया। रतन व रतनसिंह के नाम से भी उसने ही कार्य किया है। उसने स्वीकार किया कि रतन व रतनसिंह के नाम से कार्य करने के बाबत उसने स्टेटमेंट आफ क्लेम में नहीं लिखा है। दूसरी ओर बैंक की ओर से प्रस्तुत साक्षी जिनेन्द्र कुमार जैन, का कथन है कि प्रार्थी ने विपक्षी संस्थान में उतने ही दिन दैनिक वेतन भोगी कर्मचारी के रूप में कार्य किया, जितने वाउचर

प्रार्थी के नाम से पत्रावली पर उपलब्ध है। रतन व रतनसिंह के नाम से प्रार्थी ने कोई कार्य नहीं किया। उसका यह भी कथन है कि प्रार्थी ने सेवा समाप्ति के पूर्व के वर्षों में 240 दिन कार्य नहीं किया। अप्रार्थी के दूसरे साक्षी जगजीत सिंह भटनेजा का भी ऐसा ही कथन है। उसने इस सूझाव को गलत बताया कि रतन व रतनसिंह के नाम से प्रार्थी से कार्य कराया। प्रार्थी के द्वारा जो वाउचर प्रस्तुत किये गये हैं, उनमें वाउचर प्रदर्श डब्ल्यू-1, 2, 6, 7, 8, 28 रतन के नाम से, वाउचर प्रदर्श डब्ल्यू-25 व 26 बाबूलाल के नाम से है, जब कि वाउचर प्रदर्श डब्ल्यू-18 व प्रदर्श डब्ल्यू-24 एक ही समयावधि के बारे में हैं व इस प्रकार एक ही समयावधि के बारे में डुप्लीकेट वाउचर प्रस्तुत किये गये हैं। कुछ वाउचर अपठनीय होने के कारण अप्रार्थी को निर्देश दिया गया था कि प्रार्थी से संबंधित

असल वाउचर की सही प्रतिलिपि प्रस्तुत करे, जो अप्रार्थी के द्वारा प्रस्तुत की गई, जिनका मिलान प्रार्थी के अधिवक्ता के द्वारा किया गया व उन्होंने वाउचर की प्रतिलिपि की असल की होना स्वीकार किया। प्रार्थी के द्वारा किया गया। यह कथन कि उसने रतन व रतनसिंह के नाम से कार्य किया है, विश्वास किये जाने योग्य नहीं है, जब कि ऐसा उसने क्लेम में उल्लेख नहीं किया व न मुख्य परीक्षण में ऐसा उल्लेख किया है। बाबूलाल के नाम से कार्य करने के बारे में तो उसने उल्लेख ही नहीं किया है, अतः बाबूलाल से संबंधित जो वाउचर कार्य विवस के बारे में प्रस्तुत किये गये हैं उनकी गणना प्रार्थी के कार्य दिवसों में नहीं की जा सकती। प्रार्थी से संबंधित जो वाउचर प्रस्तुत किये गये हैं, उनके अनुसार प्रार्थी के कार्य दिवस निम्न प्रकार पाये जाते हैं —

| भुगतान की तारीख | राशि  | अवधि                                         | दिनों की संख्या | कार्य दिवसों में सम्मिलित रविवार |   |
|-----------------|-------|----------------------------------------------|-----------------|----------------------------------|---|
| 1               | 2     | 3                                            | 4               | 5                                |   |
| 12-8-93         | 200/- | 30-7-93 से 31-7-93<br>02-8-93 से 04-8-93     | 5               | 1-8-93                           | 1 |
| 14-8-93         | 200/- | 05-8-93 से 07-8-93<br>10-8-93 से 12-8-93     | 5               |                                  |   |
| 20-8-93         | 200/- | 13-8-93 से 14-8-93<br>16-8-93 से 18-8-93     | 5               | 15-8-93                          | 1 |
| 25-8-93         | 200/- | 19-8-93 से 21-8-93<br>23-8-93 से 24-8-93     | 5               | 22-8-93                          | 1 |
| 06-9-93         | 200/- | 25-8-93 से 28-8-93<br>व 30-8-93              | 5               | 29-8-93                          | 1 |
| 10-9-93         | 200/- | 31-8-93 से 01-9-93<br>व 4-9-93               | 5               | 05-9-93                          | 1 |
| 14-9-93         | 200/- | 06-9-93 से 10-9-93                           | 5               | —                                |   |
| 20-9-93         | 200/- | 14-9-93 से 18-9-93                           | 5               | 19-9-93                          | 1 |
| 25-9-93         | 200/- | 20-9-93 से 24-9-93                           | 5               | —                                |   |
| 05-10-93        | 200/- | 25-9-93, 27-9-93 से<br>30-9-93               | 5               | 26-9-93                          | 1 |
| 12-10-93        | 200/- | 01-10-93, 4-10-93 से 07-10-93                | 5               | 03-10-93                         | 1 |
| 15-10-93        | 200/- | 8-10-93 से 9-10-93<br>11-10-93 से 13-10-93   | 5               | 10-10-93                         | 1 |
| 23-10-93        | 200/- | 14-10-93 से 16-10-93<br>18-10-93 से 19-10-93 | 5               | 17-10-93                         | 1 |
| 27-10-93        | 200/- | 20-10-93 से 23-10-93<br>व 25-10-93           | 5               | 24-10-93                         | 1 |
| 03-11-93        | 200/- | 26-10-93 से 30-10-93                         | 5               | 31-10-93                         | 1 |
| 04-12-93        | 200/- | 01-11-93 से 05-11-93                         | 5               | —                                |   |

| 1        | 2     | 3                                         | 4 | 5        | 6 |
|----------|-------|-------------------------------------------|---|----------|---|
| 08-12-93 | 160/- | 06-11-93, 8-11-93 से<br>10-11-93          | 4 | 07-11-93 | 1 |
| 14-12-93 | 200/- | 24-11-93 से 27-11-93<br>व 30-11-93        | 5 | 28-11-93 | 1 |
| 17-12-93 | 200/- | 1-12-93 से 04-12-93 व<br>6-12-93          | 5 | 05-12-93 | 1 |
| 29-12-93 | 200/- | 7-12-93 से 11-12-93                       | 5 | 12-12-93 | 1 |
| 30-12-93 | 200/- | 13-12-93 से 17-12-93                      | 5 | —        |   |
| 05-1-94  | 200/- | 18-12-93, 20-12-93 से<br>23-12-93         | 5 | 19-12-93 | 1 |
| 08-01-94 | 200/- | 24-12-93, 27-12-93 से<br>30-12-93         | 5 | 26-12-93 | 1 |
| 12-1-94  | 200/- | 31-12-93, 01-01-94,<br>03-1-94 से 05-1-94 | 5 | 02-01-94 | 1 |
| 17-1-94  | 200/- | 06-1-94 व 7-1-94<br>10-1-94 से 12-1-94    | 5 | —        |   |
| 17-1-94  | 200/- | 13-1-94 से 14-1-94                        | 2 | 16-1-94  | 1 |
| 22-1-94  | 200/- | 17-1-94 से 20-1-94                        | 4 | —        |   |
| 31-1-94  | 200/- | 21-1-94 से 22-1-94<br>24-1-94 से 25-1-94  | 4 | 23-1-94  | 1 |
| 03-2-94  | 200/- | 26-1-94, 28-1-94 से<br>31-1-94            | 5 | 30-1-94  | 1 |
| 11-2-94  | 200/- | 01-2-94 से 05-2-94                        | 5 | —        |   |
| 16-2-94  | 80/-  | 10-2-94 व 11-2-94                         | 2 | —        |   |
| 25-2-94  | 200/- | 12-2-94, 14-2-94 से<br>17-2-94            | 5 | 13-2-94  | 1 |
| 28-2-94  | 200/- | 18-2-94, 19-2-94<br>21-2-94 से 23-2-94    | 5 | 20-2-94  | 1 |
| 12-3-94  | 200/- | 24-2-94 से 26-2-94 व<br>28-2-94           | 4 | 27-2-94  | 1 |
| 16-3-94  | 200/- | 01-3-94 से 05-3-94                        | 5 | 6-3-94   | 1 |
| 21-3-94  | 200/- | 09-3-94 से 12-3-94 व<br>14-3-94           | 5 | 13-3-94  | 1 |
| 23-3-94  | 200/- | 15-3-94 से 19-3-94                        | 5 | —        |   |
| 02-4-94  | 200/- | 29-3-94 व 30-3-94                         | 2 |          |   |
| 09-4-94  | 200/- | 01-4-94, 02-4-94,<br>04-4-94 से 06-4-94   | 5 | 3-4-94   | 1 |
| 15-4-94  | 200/- | 08-4-94, 9-4-94<br>11-4-94 से 13-4-94     | 5 | 10-4-94  | 1 |
| 16-2-94  | 80/-  | 07-02-94 से 09-2-94                       | 3 |          |   |

इस प्रकार प्रार्थी से संबंधित वाउचर के अनुसार प्रार्थी की सेवा समाप्ति के पूर्व के वर्ष में प्रार्थी के द्वारा विपक्षी संस्थान में रविवार को सम्मिलित कर 219 दिन कार्य करना प्रमाणित होता है। प्रार्थी के द्वारा विपक्षी संस्थान में दिनांक 27-6-94 के पूर्व के एक वर्ष में 240 दिन कार्य करना प्रमाणित नहीं होता।

यह उल्लेख करना प्रासंगिक होगा कि प्रार्थी ने स्टेटमेंट ऑफ क्लेम के खण्ड संख्या 4 में 1 अप्रैल, 1991 से मई, 1994 के बीच कार्य करने के बाबत वाउचर प्रस्तुत करने का उल्लेख किया है। प्रार्थी के द्वारा वाउचर सन् 1993-94 के ही प्रस्तुत किए गए, इससे पूर्व के प्रस्तुत नहीं किए गए। प्रार्थी ने सन् 1991 से सन् 1993 के बीच जो कार्य करने के बाबत विवरण प्रस्तुत किया है, प्रथम तो विपक्षी की ओर से स्वीकार नहीं किया गया है, दूसरे उसने स्वयं ने ही उक्त अवधि में किसी भी वर्ष में 240 दिन कार्य करने के बाबत उल्लेख नहीं किया। सन् 1991 में 9 दिन 1992 में 2 दिन व सन् 1993 में 3 दिनों के वाउचर पर हस्ताक्षर किए जाने का विवरण प्रस्तुत किया है यदि प्रार्थी द्वारा प्रस्तुत विवरण स्वीकार भी कर लिया जाए तो भी प्रार्थी के द्वारा किसी भी वर्ष में उसके द्वारा लगातार कार्य करने व किसी भी वर्ष में 240 दिन कार्य करना प्रमाणित नहीं होता।

बिन्दु संख्या 2:— अप्रार्थी के साक्षी जिन्नेद्र कुमार जैन ने स्वीकार किया है कि प्रार्थी को निश्चित अवधि के लिए नियोजित नहीं किया गया। अतः प्रार्थी की सेवा समाप्ति अधिनियम, 1947 की धारा 2 (ओओ) (बीबी) के प्रावधानों के अन्तर्गत छंटनी के अपवाद के तहत नहीं आती।

बिन्दु संख्या 3:— अप्रार्थी के विद्वान अधिवक्ता ने इस बिन्दु पर जोर नहीं दिया है।

बिन्दु संख्या 4:— प्रार्थी की सेवा समाप्ति सन् 1994 में बसाई जाती है, जबकि प्रार्थी के द्वारा सेवा समाप्ति के बारे में विवाद सन् 1999 में उठाया गया है। केवल मात्र वेरी के आधार पर प्रार्थी के क्लेम को खारिज नहीं किया जा सकता।

बिन्दु संख्या 5:— प्रार्थी के द्वारा सेवा समाप्ति के पूर्व के 1 वर्ष में 240 दिन कार्य किया जाना प्रमाणित नहीं है, अतः अधिनियम, 1947 की धारा 25-एफ के प्रावधान आकृष्ट नहीं होते।

बिन्दु संख्या 6:— अप्रार्थी के द्वारा प्रार्थी की सेवा समाप्ति अधिनियम, 1947 की धारा 25-एफ का उल्लंघन कर लिखा जाना प्रमाणित नहीं है व प्रार्थी कोई सहायता प्राप्त करने का अधिकारी नहीं है।

पंचाट की प्रतिलिपि केन्द्रीय सरकार की अधिनियम, 1947 की धारा 17 की उपधारा (1) के अन्तर्गत प्रकाशनार्थ प्रेषित की जाय।

ह. /-

पीठासीन अधिकारी

गृहि-पत्र

नई दिल्ली, 10 मई, 2001

का.आ. 1074-भारत के राजपत्र, भाग-II, खण्ड-3, उप-खण्ड (ii) में प्रकाशित भारत सरकार, श्रम मन्त्रालय के का.आ. संख्या 354, दिनांक 17 फरवरी, 2001 की अधिसूचना के पृष्ठ 738 पर "सीतापुर" के स्थान पर "सीतापुरा" पढ़ा जाये।

[संख्या एस-38013/3/2001-एस.एस-II]

एल.एच. रुनगुल, अवर सचिव

CORRIGENDUM

New Delhi, the 10th May, 2001

S.O. 1074.—In the notification of the Government of India in the Ministry of Labour, S.O. No. 354, dated 17th February, 2001 published in the Gazette of India, Part-II, Section-3, Sub-section (n) as page 738; for "SITAPUR" read "SITAPURA".

[No. S-38013/3/2001-SS-I]

L. H. RUOLNGUL, Under Secy.

