

प्रभारी
राजपत्र वितरण एकक

भारत का राजपत्र

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NEW DELHI, SATURDAY, FEBRUARY 16, 2002/MAGHA 27, 1923

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

Separate Paging 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)

प्रभारी
रा. वि० एकक

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

कार्मिक, लोक शिकायत तथा पेंशन मंत्रालय

(कार्मिक और प्रशिक्षण विभाग)

नई दिल्ली, 7 फरवरी, 2002

का.आ. 426:—केन्द्रीय सरकार एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 6 के साथ पठित धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुये आंध्र प्रदेश राज्य सरकार के गृह (एस सी) विभाग की अधिसूचना सं. जी.ओ.आर.टी. सं. 1897 दिनांक 28 नवंबर, 2001 द्वारा प्राप्त आंध्र प्रदेश राज्य सरकार की सहमति से श्री संपूर्ण शेखर स्वामी, श्री दासैया, श्री के. रमेश उर्फ चिन्मया एवं किसी अन्य अभियुक्त व्यक्ति के विरुद्ध चजेरला पुलिस स्टेशन, जिला नैल्लोर में दर्ज अपराध मामला सं. 31/1999 में भ्रष्टाचार निवारण अधिनियम, 1988 (1988 का अधिनियम सं. 49) और भारतीय दंड संहिता, 1860 की धारा 380, 457, 120-बी. सपठित धारा 421

तथा पुरावशेष और बहुमूल्य कलाकृति अधिनियम 1972 की धारा 25(2) सपठित धारा 14(3) के अधीन दंडनीय अपराधों और उक्त अपराधों से संबंधित अथवा संसक्त प्रयत्नों, दुष्प्रेरणों और षड्यंत्र तथा उसी संव्यवहार के अनुक्रम में किये गये उन्हीं तथ्यों से उद्भूत किसी अन्य अपराध अथवा अपराधों के अन्वेषण के लिये दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और अधिकारिता का विस्तार सम्पूर्ण आंध्र प्रदेश राज्य पर करती है।

[सं. 228/2/2002-ए.वी.डी.-II]

शुभा टाकुर, अवर सचिव

MINISTRY OF PERSONNEL, PUBLIC
GRIEVANCES AND PENSION

(Department of Personnel & Training)

New Delhi, the 7th February, 2002

S.O. 426.—In exercise of the powers conferred by subsection (1) of section 5 read with section 6 of the Delhi Special Police

MINISTRY OF FINANCE

(Department of Revenue)

ORDER

New Delhi, the 24th January, 2002

STAMPS

S.O. 427.—In exercise of the powers conferred by clause (b) of sub section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby permits Power Finance Corporation Ltd., New Delhi to pay consolidated stamp duty of rupees two crore sixty five lakh fifty thousand only on 9.70% Taxable Unsecured Redeemable Non-Convertible Bonds (2011)-X Series in the nature of Debentures aggregating to rupees three hundred fifty four crore only, allotted on 23th November, 2001 by the said Corporation.

[No. 2/2002-STAMPS F. No. 33/1/2002- ST]

R. G. CHHABRA, Under Secy.

(आर्थिक कार्य विभाग)

नई दिल्ली, 5 फरवरी, 2002

का.आ. 428.—सरकारी परिसर (अप्राधिकृत उपभोक्ता निष्कासन) अधिनियम, 1971 (1971 का 40) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुये तथा भारत सरकार, वित्त मंत्रालय (आर्थिक कार्य विभाग) दिनांक 23 अप्रैल, 1993 की अधिसूचना सं.का.आ.— का अतिक्रमण करते हुये, केन्द्रीय सरकार एतद्द्वारा नीचे दी गई सारणी के कालम (2) में विनिर्दिष्ट अधिकारियों को, जीवन बीमा निगम अधिनियम, 1956 (1956 का 31) के अधीन स्थापित भारतीय जीवन बीमा निगम के अधिकारी होने के नाते तथा सरकार के राजपत्रित अधिकारी के समतुल्य अधिकारी होने के नाते उक्त अधिनियम के प्रयोजन के लिये संपदा अधिकारियों के रूप में नियुक्ति करती है तथा उक्त संपदा अधिकारी उक्त निगम से संबंधित संपदाओं या उक्त निगम की ओर से या उसके द्वारा लीज पर ली गई संपदाओं के संबंध में उक्त सारणी के कालम (3) में विनिर्दिष्ट उनके अपने क्षेत्राधिकारी की स्थानीय सीमाओं के अन्दर उक्त अधिनियम के द्वारा या उसके अन्तर्गत संपदा अधिकारियों को प्रदत्त शक्तियों का प्रयोग करेंगे तथा सौभे भये कर्तव्यों का निष्पादन करेंगे।

सारणी

क्र. सं.	पदनाम	क्षेत्राधिकार की स्थानीय सीमाएं
1	2	3

1. सचिव, केन्द्रीय मध्य प्रदेश, छत्तीसगढ़ राज्य।
क्षेत्रीय कार्यालय,
भोपाल

Establishment Act, 1946 (Act. No. 25 of 1946), the Central Government with the consent of the State Government of Andhra Pradesh vide Notification Home (SC) Department G. O. Rt. No. 1897 dated 28th November, 2001, hereby extends the powers and jurisdiction of the members of Delhi Special Police Establishment to the whole of the State of Andhra Pradesh for investigation of offences punishable under the Prevention of Corruption Act, 1988 (Act No. 49 of 1988) and sections 380, 457, 120-B read with 411 of the Indian Penal Code, 1860 and section 25 (2) read with 14 (3) of Antiquity and Art Treasures Act, 1972 registered as Crime No. 31/1999 at Chajerla Police Station, Nellore District and attempts, abetments and conspiracy in relation to or in connection with said offences and any other offence or offences committed in the course of the same transaction arising out of the same facts against Sh. Sampoorana Sekhar Swamy, Sri Dasaiiah, Sri K. Ramesh @ Chinnaiah and any other accused person.

[No. 228/2/2002-AVD. II]

SHUBHA THAKUR, Under Secy.

वित्त मंत्रालय

(राजस्व विभाग)

आदेश

नई दिल्ली, 24 जनवरी, 2002

स्टाम्प

का.आ. 427.—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उप-धारा (1) के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्द्वारा पावर फाइनेंस कारपोरेशन लि., नई दिल्ली को मात्र दो करोड़ पैसठ लाख पचास हजार रुपये का समेकित स्टाम्प शुल्क अदा करने की अनुमति प्रदान करती है जो उक्त निगम द्वारा 23 नवम्बर, 2001 को आवंटित किए गए मात्र तीन सौ चौवन करोड़ रुपये के समग्र मूल्य के ऋण पत्रों के स्वरूप के 9.70 प्रतिशत कराधेय असुरक्षित विमोच्य अपरिवर्तनीय बंधपत्रों (2011)-X शृंखला पर स्टाम्प शुल्क के कारण प्रभाव है।

[सं. 2/2002-स्टाम्प/फा. सं. 33/1/2002-वि. क.]

आर. जी. छाबड़ा, अवसर सचिव

1	2	3
2.	सचिव, पूर्वी क्षेत्रीय कार्यालय, कोलकाता	अरुणाचल प्रदेश, आसाम, बिहार, मणिपुर, मेघालय, मिजोरम, नागालैंड, उड़ीसा, सिक्किम, त्रिपुरा, पश्चिम बंगाल, झारखंड राज्य तथा संघ शासित क्षेत्र अंडमान और निकोबार द्वीप समूह।
3.	सचिव, उत्तरी क्षेत्रीय कार्यालय, नई दिल्ली	हरियाणा, हिमाचल प्रदेश, जम्मू और काश्मीर, पंजाब, राजस्थान, दिल्ली राज्य तथा संघ शासित क्षेत्र चंडीगढ़।
4.	सचिव, उत्तर मध्य क्षेत्रीय कार्यालय, कानपुर	उत्तर प्रदेश, उत्तरांचल राज्य।
5.	सचिव, दक्षिणी क्षेत्रीय कार्यालय, चेन्नई	केरल और तमिलनाडु राज्य और संघ शासित क्षेत्र लक्षद्वीप तथा पांडिचेरी (यनम जिले से भिन्न)।
6.	सचिव, दक्षिण-मध्य क्षेत्रीय कार्यालय, हैदराबाद	आंध्र प्रदेश तथा कर्नाटक राज्य तथा संघ शासित क्षेत्र पांडिचेरी में से यनम जिला।
7.	सचिव, पश्चिमी क्षेत्रीय कार्यालय, मुंबई	गोवा, गुजरात और महाराष्ट्र राज्य तथा संघ शासित क्षेत्र दादरा और नगर हवेली और दमण तथा दीव।

[फा. सं. 131(1)/2002-बीमा-3/100]

पी. सी. सिंह, अवर सचिव

(Department of Economic Affairs)

New Delhi, the 5th February, 2002

S.O. 428.—In exercise of the powers conferred by Section 3 of the Public Premises (Eviction of unauthorised Occupants) Act, 1971 (40 of 1971) and in supersession of the notification of the Government of India in the Ministry of Finance (Department of Economic Affairs), No. Nil dated 23rd April, 1993 the Central Government hereby appoints the Officers specified in column (2) of the Table below, being Officers of the Life Insurance Corporation of India established under the Life Insurance Corporation Act, 1956 (31 of 1956) and being Officers equivalent to the rank of a Gazetted Officer of Government to be Estate Officers for the purpose of the said Act and said Estate Officers shall exercise the powers conferred and perform the duties imposed on Estate Officers by or under the said Act within the local limits of their respective jurisdiction

specified in column (3) of the said table in respect of the properties belonging to or taken on lease by or on behalf of the said Corporation.

TABLE

Sl. No.	Designation	Local Limits of Jurisdiction
1.	2	3
1.	The Secretary at Central Zonal Office, Bhopal	The States of Madhya Pradesh and Chhattisgarh.
2.	The Secretary at Eastern Zonal Office, Kolkata	The states of Arunachal Pradesh, Assam, Bihar, Manipur, Meghalaya, Mizoram, Nagaland, Orissa, Sikkim, Tripura, West Bengal, Jharkhand and Union Territories of Andaman & Nicobar Islands.
3.	The Secretary at Northern Zonal Office, New Delhi.	The States of Haryana, Himachal Pradesh, Jammu and Kashmir, Punjab, Rajasthan, Delhi and the Union territory of Chandigarh.
4.	The Secretary at North Central Zonal Office, Kanpur.	The States of Uttar Pradesh and Uttaraanchal.
5.	The Secretary at Southern Zonal Office, Chennai.	The State of Kerala, Tamil Nadu and the Union Territories of Lakshadweep and Pondicherry (other than the district of Yanam).
6.	The Secretary at South Central Office, Hyderabad.	The States of Andhra Pradesh, Karnataka and the district of Yanam in the Union Territory of Pondicherry.
7.	The Secretary at Western Zonal Office, Mumbai.	The States of Goa, Gujarat, Maharashtra and the Union Territories of Dadra and Nagar Haveli and Daman and Diu.

[F. No. 131(1) 2002-Ins. III/100]

P.C. SINGH, Under Secy.

(बैंकिंग प्रभाग)

नई दिल्ली, 6 फरवरी, 2002

का.आ. 429.—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उप-बंध) स्कीम, 1970 के खंड 3 के उपखंड (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970 की धारा 9 की उप-धारा (3) (ज) एवं (3-क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा श्री जाफर ओबैद, सामाजिक कार्यकर्ता, गांव एवं पोस्ट खालिसपुर, जिलां आज़मगढ़ (उत्तर प्रदेश) एवं वर्तमान में 26, डा. राजेन्द्र प्रसाद रोड, नई दिल्ली के निवासी को 6 फरवरी, 2002 से तीन वर्ष की अवधि के लिए इलाहाबाद बैंक में अंशकालिक गैर-सरकारी निदेशक के पद पर नामित करती है।

[फा. सं. 9/17/2000-बी.ओ. 1(i)]

रमेश चन्द, अवर सचिव

(Banking Division)

New Delhi, the 6th February, 2002

S.O. 429.—In exercise of the powers conferred by sub-section (3) (h) and (3-A) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 read with sub-clause (1) of Clause 3 of the Nationalised Banks (Management & Miscellaneous Provisions) Scheme 1970, the Central Government hereby nominates Shri Zafar Obaid, Social Worker, Vill. & P.O. Khalispur, Distt. Azamgarh (U.P.) and presently residing at 26, Dr. Rajendra Prasad Road, New Delhi as part-time non-official director of Allahabad Bank for a period of three years commencing on 6th February, 2002.

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

RAMESH CHAND, Under Secy.

नई दिल्ली, 6 फरवरी, 2002

का.आ. 430.—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उप-बंध) स्कीम, 1970 के खंड 3 के उपखंड (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970 की धारा 9 की उपधारा (3) (ज) एवं (3-क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा श्री वीरेन्द्र कुमार सिबल, एडवोकेट 29, सेक्टर 5, चंडीगढ़ को 6 फरवरी, 2002 से

तीन वर्ष की अवधि के लिए पंजाब नेशनल बैंक में अंशकालिक गैर-सरकारी निदेशक के पद पर नामित करती है।

[फा. सं. 9/17/2000-बी.ओ. 1(ii)]

रमेश चन्द, अवर सचिव

New Delhi, the 6th February, 2002

S.O. 430.—In exercise of the powers conferred by Sub-section (3)(h) and (3-A) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 read with Sub-clause (1) of clause 3 of the Nationalised Banks (Management & Miscellaneous Provisions) Scheme 1970, the Central Government hereby nominates Shri Virender Kumar Sibal, Advocate, 29, Sector-5, Chandigarh as part-time non-official director of Punjab National Bank for a period of three years commencing on 6th February, 2002.

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

RAMESH CHAND, Under Secy.

नई दिल्ली, 6 फरवरी, 2002

का.आ. 431.—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उप-बंध) स्कीम, 1970 के खंड 3 के उपखंड (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970 की धारा 9 की उप-धारा (3) (ज) एवं (3-क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा श्री बी. एम. भूटानी, चार्टर्ड एकाउंटेंट, जीसी-6, शिवाजी एन्क्लेव, नई दिल्ली 110027 को 6 फरवरी, 2002 से तीन वर्ष की अवधि के लिए सेंट्रल बैंक आफ इंडिया में अंशकालिक गैर-सरकारी निदेशक के पद पर नामित करती है।

[फा. सं. 9/17/2000-बी.ओ. 1 (iii)]

रमेश चन्द, अवर सचिव

New Delhi, the 6th February, 2002

S.O. 431.—In exercise of the powers conferred by Sub-section (3)(h) and (3-A) of Section 9 of the Banking Companies (Acquisition and transfer of Undertakings) Act, 1970 read with sub-clause (1) of clause 3 of the Nationalised Banks (Management & Miscellaneous Provisions) Scheme, 1970, the Central Government, hereby nominates Shri V.M. Bhutani, Chartered Accountant GC-6, Shivaji Enclave, New Delhi-110027 as part-time non-official director of Central Bank of India for a period of three years commencing on 6th February, 2002.

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

RAMESH CHAND, Under Secy.

स्वास्थ्य और परिवार कल्याण मंत्रालय
(स्वास्थ्य विभाग)

नई दिल्ली, 17 जनवरी, 2002

का. आ. 432:—दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार, भारतीय दंत परिषद् से परामर्श करने के बाद एतद्वारा उक्त अधिनियम की अनुसूची के भाग-I में निम्नलिखित संशोधन करती है, अर्थात्:—

अनुसूची के भाग-I में क्रम संख्या 47 और उससे संबंधित प्रविष्टियों के सामने निम्नलिखित प्रविष्टियां जोड़ी जाएंगी, अर्थात्:—

47. राजीव गांधी यूनिवर्सिटी ऑफ हेल्थ साइंसेस (आर. जी. यू. ओ. एच. एस.), बंगलौर	दंत शल्य चिकित्सा स्नातक श्री राजीव गांधी कॉलेज ऑफ डेंटल साइंसेस, बंगलौर के बी. डी. एस. छात्रों के संबंध में उक्त अर्हता तभी मान्यता प्राप्त अर्हता होगी यदि यह 12-6-2001 को या उसके बाद प्रदान की गई हो।	बी. डी. एस. राजीव गांधी यूनिवर्सिटी ऑफ हेल्थ साइंसेस (आर. जी. यू. ओ. एच. एस.), बंगलौर
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[संख्या बी. 12018/32/2001—पी. एम. एस.]
एस. के. राव, निदेशक (एम. ई.)

MINISTRY OF HEALTH AND FAMILY WELFARE
(Department of Health)

New Delhi, the 17th January, 2002

S.O. 432.—In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with Dental Council of India, hereby makes the following amendments in Part-I of the Schedule to the said Act, namely:

In Part-I of the Schedule against Serial Number 47, and the entries relating thereto, the following entries shall be added, namely:—

47. Rajiv Gandhi University of Health Sciences, (R.G.U.O.H.S.) Bangalore.	Bachelor of Dental Surgery The above qualification in respect of BDS students of Sri Rajiv Gandhi College of Dental Sciences, Bangalore shall be recognised if granted on or after 12-6-2001.	BDS Rajiv Gandhi University of Health Sciences, (R.G.U.O.H.S.) Bangalore.
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[No. V.12018/32/2001-PMS]
S. K. RAO, Director (M.E.)

नई दिल्ली, 17 जनवरी, 2002

का. आ. 433:—दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार, भारतीय दंत परिषद् से परामर्श करने के बाद एतद्वारा उक्त अधिनियम की अनुसूची के भाग-I में निम्नलिखित संशोधन करती है, अर्थात्:—

अनुसूची के भाग-I में क्रम संख्या 39 और उससे संबंधित प्रविष्टियों के सामने निम्नलिखित प्रविष्टियां जोड़ी जाएंगी, अर्थात्:—

39. कुरुक्षेत्र विश्वविद्यालय, कुरुक्षेत्र	दंत शल्य चिकित्सा निष्णात डी. ए. वी. सेन्टिनरी डेंटल कॉलेज, यमुना नगर के एम. डी. एस. छात्रों के संबंध में निम्नलिखित दंत अर्हताएं तभी मान्यता प्राप्त अर्हताएं होंगी जब ये प्रत्येक के सामने दी गई तारीखों को या उसके बाद प्रदान की गई हों: (1) एम. डी. एस. (संरक्षी दंत शल्य चिकित्सा) 20-10-2001	(क) एम. डी. एस. (संरक्षी दंत शल्य चिकित्सा) कुरुक्षेत्र विश्वविद्यालय, कुरुक्षेत्र (ख) एम. डी. एस. (प्रोस्थोडॉण्टिक्स) कुरुक्षेत्र विश्वविद्यालय, कुरुक्षेत्र (ग) एम. डी. एस. (मुखीय मेक्सिलोफेशियल शल्य चिकित्सा) कुरुक्षेत्र विश्वविद्यालय, कुरुक्षेत्र
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(2) एम. डी. एस.
(प्रोस्थोडॉन्टिक्स)
30-10-2001

(3) एम. डी. एस.
(मुखीय मेक्सीलोफेशियल शल्य चिकित्सा)
25-10-2001

[संख्या वी. 12018/35/2001-पी. एम. एस.]
एस. के. राव, निदेशक (एम. ई.)

New Delhi, the 17th January, 2002

S.O. 433.—In exercise of the powers conferred by Sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with Dental Council of India, hereby makes the following amendments in Part-I of the Schedule to the said Act, namely :

In Part-I of the Schedule against Serial Number 39, and the entries relating thereto, the following entries shall be added, namely :—

39. Kurukshetra University, Kurukshetra.	Master of Dental Surgery The following dental qualifications shall be recognized qualifications in respect of MDS students of D.A.V. Centenary Dental College, Yamuna Nagar when granted on or after the dates mentioned against each : (i) MDS (Conservative Surgery) 20-10-2001. (ii) MDS (Prosthodontics) 30-10-2001. (iii) MDS (Oral & Maxillofacial Surgery) 25-10-2001.	(a) MDS (Conservative Surgery) Kurukshetra University, Kurukshetra. (b) MDS (Prosthodontics) Kurukshetra University, Kurukshetra. (c) MDS (Oral & Maxillofacial Surgery) Kurukshetra University, Kurukshetra.
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[No. V.12018/35/2001-PMS]
S. K. RAO, Director(M,E.)

नई दिल्ली, 21 जनवरी, 2002

का. आ. 434.—दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार, भारतीय दंत चिकित्सा परिषद् से परामर्श करने के बाद एतद्वारा उक्त अधिनियम की अनुसूची के भाग-I में निम्नलिखित संशोधन करती है, अर्थात् :—

अनुसूची के भाग-I में क्रम संख्या 54 और उससे संबंधित प्रविष्टियों के सामने निम्नलिखित प्रविष्टियां जोड़ी जाएंगी अर्थात् :—

55. राष्ट्रीय परीक्षा बोर्ड	दंत शल्य चिकित्सा निष्णात निम्नलिखित दंत चिकित्सा विशेषज्ञताओं में राष्ट्रीय बोर्ड के डिप्लोमेट तथा मान्यताप्राप्त अर्हताएं होंगी जब ये 26-5-2001 को या उसके बाद प्रदान की गई हों : (1) एम. डी. एस. (प्रोस्थोडॉन्टिक्स) (2) एम. डी. एस. (संरक्षी दंत चिकित्सा) (3) एम. डी. एस. (आर्थोडॉन्टिक्स) (4) एम. डी. एस. (मुखीय शल्य चिकित्सा)	(क) एम. डी. एस. (प्रोस्थोडॉन्टिक्स) राष्ट्रीय परीक्षा बोर्ड) (ख) एम. डी. एस. (संरक्षी दंत चिकित्सा) राष्ट्रीय परीक्षा बोर्ड । (ग) एम. डी. एस. (आर्थोडॉन्टिक्स) राष्ट्रीय परीक्षा बोर्ड । (घ) एम. डी. एस. (मुखीय शल्य चिकित्सा) राष्ट्रीय परीक्षा बोर्ड ।
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[संख्या वी. 12018/36/2001-पी. एम. एस.]
एस. के. राव, निदेशक (चि. शि.)

New Delhi, the 21st January, 2002

S.O. 434.—In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with Dental Council of India, hereby makes the following amendments in Part-I of the Schedule to the said Act, namely :—

In Part-I of the Schedule after Serial Number 54, and the entries relating thereto, the following entries shall be added, namely :—

55. National Board of Examinations	Master of Dental Surgery The Diplomate of National Board in the following dental specialities shall be recognized qualifications if granted on or after 26-5-2001 : (i) MDS (Prosthodontics) (ii) MDS (Conservative Dentistry) (iii) MDS (Orthodontics) (iv) MDS (Oral Surgery)	(a) MDS (Prosthodontics) National Board of Examinations. (b) MDS (Conservative Dentistry) National Board of Examinations. (c) MDS (Orthodontics), National Board of Examinations. (d) MDS (Oral Surgery), National Board of Examinations.
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[No. V.12018/36/2001-PMS]
S. K. RAO, Director (ME)

नई दिल्ली, 21 जनवरी, 2002

का. आ. 435.—दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार, भारतीय दंत चिकित्सा परिषद् से परामर्श करने के बाद एतद्वारा उक्त अधिनियम की अनुसूची के भाग-1 में निम्नलिखित संशोधन करती है, अर्थात्:—

अनुसूची के भाग-1 में क्रम संख्या 51 और उससे संबंधित प्रविष्टियों के सामने निम्नलिखित प्रविष्टियां जोड़ी जाएंगी अर्थात्:—

51. बाबा फरीद यूनिवर्सिटी ऑफ हेल्थ साइंसेस, फरीदकोट।	दंत शल्य चिकित्सा स्नातक दशमेश इंस्टीट्यूट ऑफ रिसर्च एंड डेंटल साइंसेस, फरीदकोट के बी. डी. एस. छात्रों के संबंध में उक्त अर्हता तभी मान्यता प्राप्त अर्हता होगी यदि यह फरवरी, 2000 को या उसके बाद प्रदान की गई हो।	बी. डी. एस. बाबा फरीद यूनिवर्सिटी ऑफ हेल्थ साइंसेस, फरीदकोट।
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[सं. बी. 12018/37/2001-पी. एम. एस]
एस. के. राव, निदेशक (चि. शि.)

New Delhi, the 21st January, 2002

S.O. 435.—In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with Dental Council of India, hereby makes the following amendments in Part-I of the Schedule to the said Act, namely :—

In Part-I of the Schedule against Serial Number 51, and the entries relating thereto, the following entries shall be added, namely :—

51. Baba Farid University of Health Sciences, Faridkot.	Bachelor of Dental Surgery The above qualification in respect of BDS students of Dashmesh Institute of Research & Dental Sciences, Faridkot shall be recognized if granted in or after February, 2000.	BDS Baba Farid University of Health Sciences, Faridkot.
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[No. V. 12018/37/2001-PMS]
S. K. RAO, Director (ME)

नई दिल्ली, 21 जनवरी, 2002

का.आ. 436.—दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार, भारतीय दंत चिकित्सा परिषद् से परामर्श करने के बाद एतद्वारा उक्त अधिनियम की अनुसूची के भाग-1 में निम्नलिखित संशोधन करती है, अर्थात् :—

अनुसूची के भाग-1 में कालम 2 में पंजाबी विश्वविद्यालय से संबंधित क्रम संख्या 12 के सामने मान्यताप्राप्त दंत चिकित्सक अर्हता "दंत शल्य चिकित्सा स्नातक" के अधीन निम्नलिखित सम्मिलित किया जायेगा, अर्थात् :—

"दशमेश इंस्टीट्यूट ऑफ रिसर्च एंड डेंटल साइंसेस, फरीदकोट, के बी.डी.एस. छात्रों के संबंध में उक्त अर्हता तभी मान्यताप्राप्त दंत अर्हता होगी यदि यह 9-5-1997 को या उसके बाद प्रदान की गई हो।"

[सं. वी.-12018/37/2001-पी.एम.एस.]

एस.के. राव, निदेशक (चि.शि.)

New Delhi, the 21st January, 2002

S. O. 436.—In exercise of the powers conferred by sub-section (2) of section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with Dental Council of India, hereby makes the following further amendments in Part-I of the Schedule to the said Act, namely :—

In Part-I of the Schedule against Serial Number 12, relating to Punjabi University in column 2, under the recognized dental qualification "Bachelor of Dental Surgery", the following shall be inserted namely :—

"The above qualification shall be recognized dental qualification in respect of BDS students of Dashmash Institute of Research & Dental Sciences, Faridkot, if granted on or after 9-5-1997."

[F. No. V. 12018/37/2001-PMS]

S. K. RAO, Director (ME)

नई दिल्ली, 23 जनवरी, 2002

का.आ. 437.—दंत चिकित्सक अधिनियम 1948 (1948 का 16) की धारा 10 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार, भारतीय दंत परिषद् से परामर्श करने के बाद एतद्वारा उक्त अधिनियम की अनुसूची के भाग-I में निम्नलिखित संशोधन करती है, अर्थात् :—

अनुसूची के भाग I में क्रम संख्या 34 और उससे संबंधित प्रविष्टियों के सामने निम्नलिखित प्रविष्टियों जोड़ी जाएंगी, अर्थात् :—

34. द तमिलनाडु डा. एम. जी. आर. मेडिकल यूनिवर्सिटी, चेन्नई।

दंत शल्य चिकित्सा निष्णात श्री बाला जी डेंटल कालेज और हास्पिटल, चेन्नई के एम. डी.एस. छात्रों के संबंध में दंत अर्हताएं तभी मान्यता-प्राप्त अर्हताएं होंगी जब ये प्रत्येक के सामने दी गई तारीखों को या उसके बाद प्रदान गई हो :

(i) एम. डी.एस. (संरक्षी दंत चिकित्सा)

3-4-2001

(ii) एम. डी.एस. (आर्थोडोंटिक्स)

10-4-2001

(क) एम. डी.एस. (संरक्षी दंत चिकित्सा) द तमिलनाडु डा. एम. जी. आर. मेडिकल यूनिवर्सिटी चेन्नई।

(ख) एम. डी.एस. (आर्थोडोंटिक्स) द तमिलनाडु डा. एम. जी. आर. मेडिकल यूनिवर्सिटी चेन्नई।

[संख्या वी. 12018/23/2001-पी.एम.एस.]

एस.के. राव, निदेशक (एम.ई.)

New Delhi, the 23rd January, 2002

S.O. 437.—In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with Dental Council of India, hereby makes the following amendments in Part-I of the Schedule to the said Act, namely :

In Part I of the Schedule against Serial Number 34 and the entries relating thereto, the following entries shall be added, namely :

34. The Tamil Nadu Dr. M.G.R. Medical University, Chennai.	Master of Dental Surgery The dental qualification shall be recognized qualifications in respect of MDS students of Sree Balaji Dental College and Hospital, Chennai when granted on or after against the dates mentioned against each :	(a) MDS (Conservative Dentistry) The Tamil Nadu Dr. M.G.R. Medical University, Chennai. (b) MDS (Orthodontics) The Tamil Nadu Dr. M.G.R. Medical University, Chennai.
	(i) MDS (Conservative Dentistry) 3-4-2001.	
	(ii) MDS (Orthodontics) 10-4-2001.	

[No. V.12018/23/2001-PMS]
S. K. RAO, Director (ME)

नई दिल्ली, 23 जनवरी, 2002

का.आ. 438.—दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार, भारतीय दंत परिषद् से परामर्श करने के बाद एतद्वारा उक्त अधिनियम की अनुसूची के भाग-I में निम्नलिखित संशोधन करती है, अर्थात् :—

अनुसूची के भाग-I में क्रम संख्या 43 और उससे संबंधित प्रविष्टियों के सामने निम्नलिखित प्रविष्टियां जोड़ी जाएंगी अर्थात् :—

43. कुवेम्पू विश्वविद्यालय शिमोगा	दंत शल्य चिकित्सा स्नातक शरावती डेंटल कॉलेज और हास्पिटल शिमोगा, के बी. डी. एस. छात्रों के संबंध में उक्त अर्हता तभी मान्यताप्राप्त अर्हता होगी यदि यह 13-09-1996 को या उसके बाद प्रदान की गई हो ।	बी.डी. एस. कुवेम्पू विश्वविद्यालय, शिमोगा
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[सं बी. 12018/29/2001-पी.एम.एस.]
एस. के. राव, निदेशक (एम. ई.)

New Delhi, the 23rd January, 2002.

S.O. 438.—In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with Dental Council of India, hereby makes the following amendments in Part-I of the Schedule to the said Act, namely :—

In Part-I of the Schedule against Serial Number 43, and the entries relating thereto, the following entries shall be added, namely :—

43. Kuvempu University, Shimoga	Bachelor of Dental Surgery The above qualification in respect of BDS students of Sharavathi Dental College and Hospital, Shimoga shall be recognized if granted on or after 13-9-1996.	BDS Kuvempu University, Shimoga.
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[No. V.12018/29/2001-PMS]
S. K. RAO, Director (ME)

नई दिल्ली, 23 जनवरी, 2002

का.आ. 439.—दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार, भारतीय दंत चिकित्सा परिषद् से परामर्श करने के बाद एतद्वारा उक्त अधिनियम की अनुसूची के भाग-I में निम्नलिखित संशोधन करती है, अर्थात् :—

अनुसूची के भाग -I में क्रम संख्या 47 और उससे संबंधित प्रविष्टियों के सामने निम्नलिखित प्रविष्टियां जोड़ी जाएंगी अर्थात्:—

47. राजीव गांधी यूनिवर्सिटी ऑफ हेल्थ साइंसेस, बंगलौर।	दंत शल्य चिकित्सा स्नातक शरावती डेंटल कालेज और हॉस्पिटल, शिमोगा के बी.डी.एस. छात्रों के संबंध में उक्त अर्हता तभी मान्यताप्राप्त अर्हता होगी यदि यह 31-12-2001 को या उसके बाद प्रदान की गई हो।	बी. डी. एस. राजीव गांधी यूनिवर्सिटी ऑफ हेल्थ साइंसेस, बंगलौर।
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[संख्या वी. 12018/29/2001-पी.एम.एस.]
एस. के. राव, निदेशक (चि.शि.)

New Delhi, the 23rd January, 2002

S.O. 439.—In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with Dental Council of India, hereby makes the following amendments in Part-I of the Schedule to the said Act, namely :—

In Part-I of the Schedule against Serial Number 47, and the entries relating thereto, the following entries shall be added, namely :—

47. Rajiv Gandhi University of Health Sciences Bangalore.	Bachelor of Dental Surgery The above qualification in respect of BDS students of Sharawathi Dental College and Hospital, Shimoga shall be recognized if granted on or after 31-12-2001.	BDS Rajiv Gandhi University of Health Sciences, Bangalore.
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[No. V.12018/29/2001-PMS]
S. K. RAO, Director (ME)

नई दिल्ली, 24 जनवरी, 2002

का.आ. 440.—भारतीय आयुर्विज्ञान परिषद् अधिनियम 1956 (1956 का 102) की धारा-3 की उपधारा (1) के खण्ड (ख) के अनुसरण में डा. नितिन वोरा, चिकित्सा संकाय के सदस्य, भावनगर विश्वविद्यालय को भावनगर विश्वविद्यालय की सभा द्वारा 11 अक्तूबर, 2001 से भारतीय आयुर्विज्ञान परिषद् का सदस्य निर्वाचित किया गया है।

अतः अब उक्त अधिनियम की धारा 3 की उपधारा (1) के उपबंध के अनुसरण में केन्द्र सरकार तत्कालीन स्वास्थ्य मंत्रालय, भारत सरकार की दिनांक 9 जनवरी, 1960 की अधिसूचना संख्या का.आ. 138 में एतद्वारा निम्नलिखित और संशोधन करती है, नामतः—

उक्त अधिसूचना में 'धारा 3 की उपधारा (1) के खण्ड ख के अन्तर्गत निर्वाचित' शीर्ष के अन्तर्गत

निम्न-लिखित क्रम संख्या और प्रविष्टियां जोड़ी जायेंगी, नामतः—

"77. डा. नितिन वोरा, भावनगर विश्वविद्यालय"
एफ/1, प्रेमानन्द एपार्टमेंट,
पंजाबी हॉल के सामने,
नवरंगपुरा, अहमदाबाद-380009

[संख्या वी.-11013/2/2001-एम ई (नीति-I)]
पी.जी. कलाधरण, अवर सचिव

पाद टिप्पण: मुख्य अधिसूचना दिनांक 9-1-1960 के का.आ. 138 के तहत भारत के राजपत्र में प्रकाशित हुई।

New Delhi, the 24th January, 2002

S.O. 440.—Whereas in pursuance of clause (b) of sub-section (1) of Section 3 of the Indian Medical Council Act, 1956 (102 of 1956) Dr. Nitin Vora,

member of the Medicine Faculty, Bhavnagar University has been elected by the Court of Bhavnagar University to be a member of the Medical Council of India with effect from 11th October, 2001.

Now, therefore, in pursuance of the provision of sub-section (1) of section 3 of the said Act the Central Government hereby makes the following further amendment in the Notification of the Government of India in the then Ministry of Health number S.O. 138 dated the 9th January, 1960 namely:—

In the said Notification, under the heading "Elected under clause (b) of sub-section (1) of section 3" the following serial number and entries shall be added namely:—

"77 Dr. Nitin Vora, Bhavnagar University
F/1, Premanand Apartment
Opp Punjabi Hall, Navrangpura,
Ahmedabad-380009

[No. V-11013/2/2001-M.E. (Policy-I)]

P.G. KALADHARAN, Under Secy.

Footnote : The Principal notification was published in the Gazette of India. vide S.O. 138 dated 9-1-1960.

नई दिल्ली, 31 जनवरी, 2002

का.आ. 441.—यूनिवर्सिटी आफ वॉडेरविल्ट द्वारा प्रदत्त आयुर्विज्ञान अर्हता एम.बी.बी.एस. भारतीय आयुर्विज्ञान परिषद अधिनियम, 1956 (1956 का 102) के प्रयोजन के लिये उक्त अधिनियम की धारा 14 के अन्तर्गत एक मान्यताप्राप्त आयुर्विज्ञान अर्हता है:

तथा डा. रिबीकाह अन्न नेयलर जो उक्त अर्हता रखते हैं, वर्तमान में बंगलौर बेपाटिस्ट हास्पिटल, बंगलौर से पूर्ण कार्य के लिये संलग्न है:

अतः अब केन्द्र सरकार उक्त अधिनियम की धारा 14 की उपधारा (1) के उक्त उपबन्ध के खण्ड (ग) के अनुसरण में एतद्वारा निर्दिष्ट करती है कि भारत में डा. रिबीकाह अन्न नेयलर के चिकित्सा व्यवसाय

- (1) 23 अक्टूबर, 2001 से 1 वर्ष की अवधि तक, या
- (2) जिस अवधि के दौरान डा. रिबीकाह अन्न नेयलर, बंगलौर बेपाटिस्ट हास्पिटल, बंगलौर से संलग्न रहते हैं, जो भी कम हो, सीमित रहेगा।

[संख्या बी.—11016/1/2001-एम.ई. (नीति-I)
पी.जी. कलाधरन, अवर सचिव

New Delhi, the 31st January, 2002

S.O. 441.—Whereas medical qualification M.D. granted by University of Vanderbilt is a recognised medical qualification for the purpose of the Indian Medical Council Act, 1956 (102 of 1956) under Section 14 of the said Act,

And Whereas Dr. Rebekah Ann Naylor who possess the said qualification is attached to Bangalore Baptist Hospital Bangalore for the purpose of charitable work and not for personal gain.

Now, therefore in pursuance of clause (c) of sub-section (1) of the Section 14 of the said Act, the Central Government hereby specifies that the period of practice of medicine by Dr. Rebekah Ann Naylor in India shall be limited to:—

(a) a period of one year from 23rd October, 2001, or

(b) the period during which Dr. Rebekah Ann Naylor is attached to Bangalore Baptist Hospital Bangalore whichever is shorter.

[No. V-11016/1/2001-M.E. (Policy-I)]

P.G. KALADHARAN, Under Secy.

कृषि मंत्रालय

(कृषि अनुसंधान तथा शिक्षा विभाग)

नई दिल्ली, 5 फरवरी, 2002

का.आ. 442.—केन्द्रीय सरकार, कृषि मंत्रालय, कृषि अनुसंधान तथा शिक्षा विभाग, राजभाषा (संघ के शासकीय प्रयोजनों के लिये प्रयोग) नियमावली, 1976 के नियम 10 के उपनियम (4) के अनुसरण में एतद्वारा केन्द्रीय समुद्री मात्स्यिकी अनुसंधान संस्थान, कोचीन के मिनीकोय, लक्षद्वीप स्थित अनुसंधान केन्द्र जिसके 80 प्रतिशत से अधिक कर्मचारियों ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करती है।

[संख्या—13-2/2002-रा. भा.]

सतवंत सिंह, अवर सचिव

MINISTRY OF AGRICULTURE

(Department of Agril. Res. & Edn.)

New Delhi the 5th February, 2002

S. O. 442.—In pursuance of Sub Rule 4 of Rule 10 of the Official Language (use of official purpose of the union) Rules 1976, the Central Government Ministry of Agriculture, Deptt. of Agricultural Research & Education hereby notifies the Minicoy, Research Centre Lakshdweep of CMFRI (ICAR) Cochin where more than 80% of staff have acquired the working knowledge of Hindi.

[No. 13-2/2002-Hindi

SATWANT SINGH, Under Secy.

इस्पात मंत्रालय

सारणी

नई दिल्ली, 30 जनवरी, 2002

का.आ. 443.—राजभाषा (संघ के शासकीय प्रयोजनों के लिये प्रयोग) नियम, 1976 (यथा संशोधित, 1987) के नियम-10 के उप नियम (4) के अनुसरण में केन्द्रीय सरकार एतद्द्वारा इस्पात मंत्रालय के प्रशासनिक नियंत्रणाधीन शाखा विक्रय कार्यालय, स्टील अथॉरिटी ऑफ इण्डिया लिमिटेड, सावरकर उद्योग भवन, कांग्रेस हाउस रोड, पुणे-411005 (महाराष्ट्र) जिसके 80 प्रतिशत से अधिक कर्मचारिवृन्द ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करती है।

[सं.ई.-11011/6/2001-हिन्दी]

अनीता प्रवीण, उप सचिव

MINISTRY OF STEEL

New Delhi, the 30th January, 2002

S.O. 443.—In pursuance of sub-rule (4) of Rule 10 of the Official Language (Use for official purpose of the Union) Rule, 1976 (as amended 1987) the Central Government hereby notifies the Branch Sales Office, Steel Authority of India Limited, Sawarkar Udyog Bhawan, Congress House Road, Pune—411005 (Maharashtra) under the administrative control of Ministry of Steel, where more than 80% staff have acquired working knowledge of Hindi.

[No. E. 11011(6)/2001-HINDI]

ANITA PARVEEN, Dy. Secy.

नई दिल्ली, 31 जनवरी, 2002

का.आ. 444.—सरकारी स्थान (अप्राधिकृत अधिभोगियों की वेदखली) अधिनियम, 1971 (1971 का 40) की धारा-3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुये भारत सरकार के इस्पात मंत्रालय की अधिसूचना का.आ. सं. 1240 दिनांक 3 अप्रैल, 2000 का अधिक्रमण करते हुये केन्द्रीय सरकार ऐसे अधिक्रमण के संबंध में इस प्रकार के किये गये कार्यों अथवा पूर्व में किये जाने वाले लोप के सिवाय नीचे दी गयी सारणी के स्तंभ (1) में वर्णित अधिकारी को, जो भारत सरकार के राजपत्रित अधिकारी के पद के समतुल्य अधिकारी है, उक्त अधिनियम के प्रयोजनों के लिये संपदा अधिकारी नियुक्त करती है जो उक्त सारणी के स्तंभ (2) में विनिर्दिष्ट सरकारी स्थानों के बारे में अपने अधिकारों को स्थानीय सीमाओं के अन्तर्गत उक्त अधिनियम द्वारा या उसके अधीन संपदा अधिकारियों को प्रदत्त शक्तियों का प्रयोग और अधिरोपित कर्तव्यों का पालन करेगा।

अधिकारी का पदनाम सरकारी स्थानों के प्रवर्ण और अधिकारिता की स्थानीय सीमाएं

1	2
उप महाप्रबंधक (प्रशासन)/ वरिष्ठ प्रबंधक (प्रशासन)/ प्रबंधक (प्रशासन)/उप प्रबंधक (प्रशासन) कुद्रेमुख आयरन और कंपनी लिमिटेड, 2 ब्लॉक, कोरमंगला बंगलूर- 560034 (कर्नाटक राज्य)	कुद्रेमुख आयरन और कंपनी लि. के या उसके द्वारा पट्टे पर लिये गये या उसके द्वारा या उसकी ओर से संपूर्ण भारत की सीमा में अधिगृहित स्थान।

[संख्या 5(10)/2001-के.डी.एम.]
के. पी. पांडियन, निदेशक

New Delhi, the 31st January, 2002

S.O. 444.—In exercise of powers conferred by section 3 of the Public Premises (Eviction of Unauthorised occupants) Act, 1971 (40 of 1971), and in super session of the notification of Government of India in the Ministry of Steel number S.O. 1240, dated the 3rd April, 1996, except as respects things done or committed to be done before such supersession, the Central Government hereby appoints the officer mention in column (1) of the Table below being an officer equivalent to the rank of a gazetted officer of the Government of India, to be an estate officer for the purpose of the said Act who shall exercise the powers conferred, and perform the duties imposed on the estate officer by or under the said Act, within the local limits of his jurisdiction in respect of the public premises specified in Column (2) of the said Table, till further orders.

TABLE

Designation of the Officer	Categories of the Public premises and local limits of jurisdiction
1	2
Deputy General Manager (Administration)/ Senior Manager (Administration)/ Manager (Administration)/ Deputy Manager (Administration), Kudremukh Iron Ore Company Limited, II Block, Koramangala, Bangalore-560034.	Premises belonging to or taken on lease or requisitioned throughout the territory of India by or on behalf of Kudremukh Iron Ore Company Limited.

[No. 5(10)/2001-K.D.M.]
K.P. PANDIAN, Director

उपभोक्ता मामले और सार्वजनिक वितरण मंत्रालय

(उपभोक्ता मामले विभाग)

भारतीय मानक ब्यूरो

नई दिल्ली, 25 जनवरी, 2002

का.आ. 445.— भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्-द्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :—

अनुसूची

क्रम संख्या	स्थापित भारतीय मानक (कों) की संख्या वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आईएस 3196(भाग 4) : 2001— अल्पदाब द्रवमान गैसों के लिए 5-लिटर से अधिक जल क्षमता वाले वेल्डित अल्प कार्बन इस्पात के सिलिण्डर—विशिष्ट भाग 4—आविषालु और संक्षारक गैसों के लिये सिलिण्डर	—	2001-11-30
2.	आईएस 4261:2001— कागज एवं लुगदी पर आधारित पैकेजबंदी सामग्रियों से सम्बद्ध शब्दावली (पहला पुनरीक्षण)	आईएस 4261 : 1967	2001-10-31
3.	आईएस 6356:2001— दूधपेस्ट—विशिष्ट (तीसरा पुनरीक्षण)	आईएस 6356 : 1993	2001-09-30
4.	आईएस 7622:2001— श्रृंखला 1 मालधारक—प्रहस्तन एवं सुरक्षा (दूसरा पुनरीक्षण)	आईएस 7622:1991	2001-10-31
5.	आईएस 10714(भाग 20):2001— तकनीकी ड्राइंग—प्रस्तुतीकरण के सामान्य सिद्धांत भाग 20—लाइनों की मूल परिपाटी	—	2001-10-31
6.	आईएस 11092:2001— प्रत्यक्ष अपचयन प्रक्रमणों के लिए लौह अयस्क छरे विशिष्ट (दूसरा पुनरीक्षण)	आईएस 11092:1991	2001-10-31
7.	आईएस 11479(भाग 1):2001 जीवाणु रोधी प्रसाधन साबुन—विशिष्ट I भाग—ठोस बट्टी (पहला पुनरीक्षण)	आईएस 11479:1985	2001-08-31
8.	आईएस 11720(भाग 13):2001 संश्लेषित रबड़ की परीक्षा विधियाँ भाग 13—जेल अंश ज्ञात करना	—	2001-10-31
9.	आईएस 12040:2001 सम्भारक रेटिंग प्रणाली के विकास के लिए मार्गदर्शिका (पहला पुनरीक्षण)	आईएस 12040:1987	2001-10-31

(1)	(2)	(3)	(4)
10.	आईएस 13424:2001— नहाने की बट्टियों और प्रसाधन साबुनों की सुरक्षा मूल्यांकन—परीक्षण पद्धतियाँ (पहला पुनरीक्षण) -	आईएस 13424:1902	2001-10-31
11.	आईएस 13885:2001— स्पंज लौह (डी.आर.आई) में गैर चुम्बकत्व/ आदमक—निर्धारण की पद्धति (पहला पुनरीक्षण)	आईएस 13885:1993	2001-10-31
12.	आईएस 14700(भाग 4/अनु. 16):2001— चुम्बकीय संगतता (ईएमसी) भाग 4—परीक्षण एवं मापन तकनीकें अनुभाग 16—0 हटर्ज से 150 कि. हटर्ज तक के आवृत्ति रेंज में सामान्य तरीके से व्यवधानों को उत्पन्न करने हेतु प्रतिरक्षा परीक्षण	—	2001-08-31
13.	आईएस 14901(भाग 2):2001— अर्द्धचालक युक्तियाँ—विधिवत युक्तियाँ एवं समाकलित परिपथ भाग 2—दिष्टकारी डायोड	—	2001-10-31
14.	आईएस 14946:2001— दो घटक जस्ता ईथाइल सिलिकेट प्राइमर—विशिष्ट	—	2001-07-31
15.	आईएस 14972:2001— खाद्य सामग्री, औषधियों और पेय जल के सम्पर्क में आने वाले पॉलीकार्बोनेट रेजिन के संघटकों की निश्चित सूची	—	2001-10-31
16.	आईएस 14984:2001— 1,3—बूटाडाइन—सुरक्षा संहिता	—	2001-10-31
17.	आईएस 14990(भाग 2):2001— सूचना प्रौद्योगिकी—सुरक्षा तकनीक—सूचना प्रौद्योगिकी की सुरक्षा के लिए मूल्यांकन के मापदण्ड भाग 2—सुरक्षा की कार्यात्मक अपेक्षाएं	—	2001-08-31
18.	आईएस 14991:2001— कोयला आदमक मजबूती के निर्धारण की प्रणाली	—	2001-10-31
19.	आईएस 14994:2001— चालू बिजली की लाईन पर कार्य करना—गुणता आश्वासन योजनाओं के मार्गदर्शी सिद्धान्त	—	2001-09-30
20.	आईएस 14997:2001— खाद्य सामग्री, औषधियों और पेय जल के सम्पर्क में इनके सुरक्षित उपयोग के लिए मोडीफाइड पॉली (फिनाइलीन आक्साइड) (पी पीओ)—विशिष्ट	—	2001-10-31
21.	आईएस 15024(भाग 2): 2001— उत्पादों का तकनीकी प्रलेखन—कंप्यूटर आधारित तकनीकी सूचना का प्रहस्तन भाग 2—मूल प्रलेखन	—	2001-10-31

(1)	(2)	(3)	(4)
22.	आईएस 15025:2001— उत्पादों का तकनीकी प्रलेखन—कंप्यूटर-एडिड डिजाइन की अपेक्षाएं तथा प्ररूपण—शब्दावली	—	2001-08-31
23.	आईएस 15027 (भाग 5):2001 सूक्ष्म आलेखी शब्दावली भाग-5 प्रतिबिम्ब की गुणता, सुवाच्यता, निरीक्षण	—	2001-10-31
24.	आईएस 15027 (भाग 6): 2001— सूक्ष्म आलेखी शब्दावली भाग 6—उपस्कर	—	2001-09-31
25.	आईएस 15027 (भाग 7): 2001— सूक्ष्म आलेखी शब्दावली भाग 7—कम्प्यूटर सूक्ष्म आलेखी	—	2001-09-30
26.	आईएस 15027 (भाग 8): 2001— सूक्ष्म आलेखी शब्दावली भाग 8—प्रयोग	—	2001-10-31
27.	आईएस 15039:2001— सूचना प्रौद्योगिकी उपकरण—प्रतिरक्षा अभिलक्षण मापन की सीमाएँ और पद्धतियाँ	—	2001-10-31
28.	आईएस 15048:2001— 35 मिमी स्थिर कैमरों के लिए अन्तर्बदल लैस—विशिष्टि	—	2001-10-31
29.	आईएस 15050:2001— फोटोग्राफी—प्रोजेक्टर स्लाइड—आयाम	—	2001-11-30
30.	आईएस 15060:2001— भूवस्त्रादि—अधिक चौड़ी पट्टी की विधि के द्वारा जोड़/सीवन की तन्यता ज्ञात करना	—	2001-10-31

इन भारतीय मानकों की प्रतियाँ भारतीय मानक ब्यूरो मानक भवन 9 बहादुर शाह जफर मार्ग नई दिल्ली-110002, क्षेत्रीय कार्यालयों नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

हमारा संक्षेप: सीएमडी-I/13:2

तिथि : 2002-01-25

[सं. के. प्र. वि./13:2]

सतीश चन्द्र, अपर महानिदेशक

MINISTRY OF CONSUMER AFFAIRS AND PUBLIC DISTRIBUTION**(Department of Consumer Affairs)****BUREAU OF INDIAN STANDARDS**

New Delhi, the 25th January, 2002

S.O. 445.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :

SCHEDULE

Sl. No.	No. & year of the Indian Standards Established	No. & year of Indian Standards, if any, Superseded by the New Indian Standard	Date of Establishment
(1)	(2)	(3)	(4)
1.	3196 (Pt. 4): 2001— Welded low carbon steel cylinders exceeding 5 litre water capacity for low pressure liquefiable gases—Specification Part 4: Cylinders for toxic and corrosive gases	—	2001-11-30
2.	IS 4261 : 2001— Glossary of terms relating to paper and pulp based packaging materials (First revision)	IS 4261 : 1967	2001-10-31
3.	IS 6356 : 2001— Toothpaste—Specification (Third Revision)	IS 6356 : 1993	2001-09-30
4.	IS 7622 : 2001— Series 1 freight containers—Handling and securing (Second Revision)	IS 7622 : 1991	2001-10-31
5.	IS 10714 (pt. 20): 2001- Technical drawings—General principles of presentation Part 20 : Basic conventions for lines	—	2001-10-31
6.	IS 11092 : 2001— Iron ore pellets for direct reduction processes—Specification (Second Revision)	IS 11092 : 1991	2001-10-31
7.	IS 11479 (Pt. 1): 2001 Antibacterial toilet soap—Specification part 1 : Solid cake (First revision)	IS 11479 : 1985	2001-08-31
8.	IS 11720 (Pt. 13): 2001— Methods of test for synthetic rubber Part 13 : Determination of gel content	—	2001-10-31

(1)	(2)	(3)	(4)
9.	IS 12040 : 2001— Guidelines for development of supplier rating system (First revision)	IS 12040 : 1987	2001-10-31
10.	IS 13424 : 2001— Safety evaluation of bathing bars and toilet soaps—Methods of test (First Revision)	IS 13424 : 1992	2001-10-31
11.	IS 13885 : 2001— Non—magnetic/char in sponge iron (DRI)— Methods of determination (First Revision)	IS 13885 : 1993	2001-10-31
12.	IS 14700 (Pt 4/Sec16) : 2001 Electromagnetic compatibility (EMC) Part 4: testing and measurement techniques Sec 16: Test for immunity to conducted, common mode disturbances in the frequency range 0 Hz to 150 kHz	—	2001-08-31
13.	IS 14901 (Pt 2) : 2001— Semiconductor devices—Discrete devices and integrated circuits Part 2: rectifier diodes	—	2001-10-31
14.	IS 14946 : 2001— Zinc ethyl silicate primer, two components— Specification	—	2001-07-31
15.	IS 14972 : 2001— Positive list of constituents of polycarbonate resins in contact with foodstuffs, pharmaceuticals and drinking water	—	2001-10-31
16.	IS 14984 : 2001— 1,3—Butadiene—Code of safety	—	2001-10-31
17.	IS 14990 (Pt 2) : 2001— Information technology— Security techniques Evaluation criteria or IT security Part 2: Security functional requirements	—	2001-08-31
18.	IS 14991 : 2001— Method of determination for coal char strength	—	2001-10-31
19.	IS 14994 : 2001— Live working—Guidelines for quality assurance plans	—	2001-09-30
20.	IS 14997 : 2001— Modified poly (phenylene oxide) (PPO) resins	—	2001-10-31

(1)	(2)	(3)	(4)
	for its safe use in contact with foodstuffs, pharmaceuticals and drinking water— Specification		
21.	IS 15024 (Pt 2): 2001— Technical product documentation— Handling of computer—based technical information Part 2: Original documentation	—	2001-10-31
22.	IS 15025: 2001— Technical product documentation— requirements for computer—aided design and draughting—Vocabulary	—	2001-08-31
23.	IS 15027 (Pt 5): 2001— Micrographic—Vocabulary Part 5: quality of images, legibility, inspection	—	2001-10-31
24.	IS 15027 (Pt 6): 2001— Micrographics—Vocabulary Part 6: Equipment	—	2001-09-30
25.	IS 15027 (Pt 7): 2001— Micrographics—Vocabulary Part 7: Computer micrographic	—	2001-09-30
26.	IS 15027 (Pt 8): 2001— Micrographics—Vocabulary Part 8: Use	—	2001-10-31
27.	IS 15039: 2001— Information technology equipment—Immunity characteristics—Limits and methods of measurement	—	2001-10-31
28.	IS 15048 : 2001— Interchangeable lenses for 35 mm still cameras— Specification	—	2001-10-31
29.	IS 15050: 2001— Photography—Projector slides—Dimensions	—	2001-11-30
30.	IS 15060: 2001— Geotextiles—Tensile test for joints/seams by wide—width method	—	2001-10-31

Copy of these standards are available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi—110 002 and Regional Offices: New Delhi, Calcutta, Chandigarh, Chennai, Mumbai and also Branch offices: Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

OUR REF : CMD-I/13.2

Dated : 2002-01-25

[No CMD/13:23]

SATISH CHANDER, Addl. Director General

नई दिल्ली, 28 जनवरी, 2002

का. अ. 446.— भारतीय मानक ब्यूरो (प्रमाणन) विनियम 1988 के उपनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं :-

अनुसूची

क्रम सं०	लाइसेंस संख्या	स्वीकृत करने की तिथि वर्ष/माह	लाइसेंस धारी का नाम व पता	शीर्षक भारतीय मानक	भा मा संख्या	भाग/अनु. वर्ष
(1)	(2)	(3)	(4)	(5)	(6)	
1	6244967	001106	मैसर्स कल्लारकल्स गोल्ड सुपर मार्केट नार्थ कोटटाचेरी कन्हनगढ़, कसरागोड जिला	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहरांकन विशिष्टि (तीसरा पुनरीक्षण)	01417	99
2	6245060	001106	मैसर्स कल्लारकल्स महारानी गोल्ड मार्केट, एम जी रोड, कसरागोड	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहरांकन (तीसरा पुनरीक्षण)	01417	99
3	6245161	001113	मैसर्स नयाग्रा इंडस्ट्रीज, 24, शोभा नगर,, के आर पुरम कोयम्बतूर 641 006	पम्प -पुनर्योजी स्वच्छ ठंडे पानी के लिए	08472	98
4	6245262	001107	मैसर्स कॉवेरी ग्राइंडिंग एण्ड मैनुफेक्चरिंग (प्रा) लि., सर्वे नं. 16 और 19/2 ऑफ चिक्कमरणहल्ली, मुदल एपलया गाँव, नेलामंगला तालुक, बंगलौर ग्रामीण जिला	पोर्टलैंड धातुमल सीमेंट (चौथा पुनरीक्षण)	00455	89
5	6245363	001116	मैसर्स सी.एस. इंडस्ट्रीज, 41 श्री वेंकटेश्वर कॉ आपरेटिव इंडस्ट्रियल एस्टेट, बालानगर, हैदराबाद 500 037	गहराई से पानी निकालने के हथबरमें (तीसरा पुनरीक्षण)	09301	90
6	6245464	001115	मसर्स कलाहस्ती कास्टिंग्स लि., रचगुन्नेरी, श्री कलाहस्ती मंडल चित्तूर जिला, आ प्र 517 641	पानी गैस और मलजल के लिये अपकेन्द्री ढले (स्पन) तन्य लोह के दाब पाइप (तीसरा पुनरीक्षण)	08329	00
7	6245565	001102	मैसर्स बृन्दावन फॉसफेट (प्रा) लि., नं. 48 एन: डोडाबालापुर इंडस्ट्रियल एरिया, डोडाबालापुर 561 203	डिकैल्सियम फॉसफेट , पशु आहार ग्रेड	05470	69

(1)	(2)	(3)	(4)	(5)	(6)
8	6245666	001113	मैसर्स रवि कृष्ण कास्टिंग्स, दिन्नीदेवरापाडु (गाँव) आनन्तापुर रोड, कुरनूल 518 002	जल कल प्रयोजनों के लिए स्लूस वाल्स (साइज 50 से 300 मिमी तक) (छटा पुनरीक्षण)	00780 84
9	6245767	001113	मैसर्स श्री श्रीनिवास इंडस्ट्रीज, एस. नं. 132-1, दिन्नीदेवरापाडु गाँव, गूटी रोड एन.एच.-7, कुरनूल 518 002	जल कल प्रयोजनों के लिए स्लूस वाल्स (साइज 50 से 300 मिमी तक) (छटा पुनरीक्षण)	00780 84
10	6245868	001113	मैसर्स श्री वेंकटेश्वर इंडस्ट्रीज, एस.नं. 131-1, दिन्नीदेवरापाडु गाँव, गूटी रोड एन.एच.-7, कुरनूल 518 002	जल कल प्रयोजनों के लिए स्लूस वाल्स (साइज 50 से 300 मिमी तक) (छटा पुनरीक्षण)	00780 84
11	6245969	001031	मैसर्स पाओनियर लेटैक्स इंडस्ट्रीज, पी बी नं. 13,पालापरम्बा रोड,कुदुपरम्बा कुरनूल जिला 670 643	अमोनियम परिरक्षित प्राकृतिक रबड़ (पहला पुनरीक्षण)	05430 81
12	6246062	001115	मैसर्स रवि फूड्स प्रा. लि., 7-4-112/1, कट्टेडन, मधुबन कालोनी रोड, हैदराबाद रंगा रेड्डी जिला 500 077	टाफियाँ (दूसरा पुनरीक्षण)	01667 81
13	6246163	001115	मैसर्स रवि फूड्स प्रा. लि., 7-4-112/1, कट्टेडन, मधुबन कालोनी रोड, हैदराबाद रंगा रेड्डी जिला 500 077	बिस्कुट (तीसरा पुनरीक्षण)	01011 92
14	6246264	001115	मैसर्स वेंकटेश्वरा मेटल रिफाइनरी एलॉय एण्ड कं., नं. 10/11, गिरिजा नगर, सातुमानगर, चेन्नई 600 019	जिंक सल्फेट हैप्टरहाईड्रेट कृषि ग्रेड (पहला पुनरीक्षण)	08249 94
15	6246365	001102	मैसर्स अलुकास जवेलरी, एम.जी. रोड, एर्नाकुलम 682 035	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहरांकन (तीसरा पुनरीक्षण)	01417 99
16	6246466	001116	मैसर्स एस आर एस पॉलीमर्स प्रा. लि., सी-46 एण्ड सी-88 हेब्बल इंडस्ट्रियल एस्टेट, मैसूर कर्नाटक 570 016	पेयजल आपूर्ति के लिए गैर- प्लास्टिकृत पीवीसी पाइप (दूसरा पुनरीक्षण)	04985 88
17	6246567	001114	मैसर्स दि मैसूर स्टोनवेयर पाइप्स एण्ड पोटरीज लि., सोलादेवनहल्ली, चिक्का बनवाडा पोस्ट हंसरघाट होबली, बंगलौर नार्थ, कर्नाटक राज्य	लवण काँचाभ स्टोनवेयर के पाइप और फिटिंग (दूसरा पुनरीक्षण)	00651 92

(1)	(2)	(3)	(4)	(5)	(6)	
18	6246668	00114	मैसर्स राजरत्नम्स जवेल्लस, बी-12, देवथा प्लाजा, रेजीडेन्सी रोड, बंगलौर 560 025	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहरांकन (तीसरा पुनरीक्षण)	01417	99
19	6246769	001114	मैसर्स जय इंडस्ट्रीज 456, सिडको इंड. एस्टेट, अम्बातूर चेन्नई 600 098	विद्युत इस्तरी (चौथा पुनरीक्षण)	00366	91
20	6246870	001114	मैसर्स जय इंडस्ट्रीज 456, सिडको इंड. एस्टेट, अम्बातूर चेन्नई 600 098	घरेलू और समान विद्युत साधित्रों की सुरक्षा भाग 2 विशेष अपेक्षाएँ अनु. 3 विद्युत इस्तरी	00302 02 03	92
21	6246971	001116	मैसर्स मालाबार कॉलेक्शन्स गोल्ड सुपर मार्केट, राम मोहन रोड, कालीकट	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहरांकन (तीसरा पुनरीक्षण)	01417	99
22	6247064	001107	मैसर्स वीनस इंडस्ट्रियल प्रॉडक्ट्स, प्लॉट नं. सी-8, इंडस्ट्रियल एस्टेट, सूर्यापेट, नलगौडा जिला 508 24	पानी की आपूर्ति के लिए उच्च घनत्व वाले पोलिएथाइलीन पाइप (चौथा पुनरीक्षण)	04984	95
23	6247165	001113	मैसर्स प्रीसिजन ऑटो प्रॉडक्ट्स, जेआरडी टाटा इंडस्ट्रियल एस्टेट, कनूरु (गाँव) विजयवाड़ा 520 007	जल कल प्रयोजनों के लिए स्लूस वाल्स (साइज 50 से 300 मिमी तक) (छटा पुनरीक्षण)	00780	84
24	6247266	001107	मैसर्स बालाजी इंडस्ट्रीज एण्ड इंजीनियरिंग कारपोरेशन, रोड नं. 3, सेटेलाइट इंड. एस्टेट, बालानगर हैदराबाद 500 037	गहराई से पानी निकालने के हथबरमें - घटक - स्टेनलेस स्टील	14105	94
25	6247367	001113	मैसर्स कंस्ट्रक्शनल इंजीनियर्स एंड बिल्डर्स 1-8-582, इंडस्ट्रियल एरिया, अजमाबाद, हैदराबाद 500 020	जल, गैस, सीवर के लिए क्षैतिज ढले लोहे के दोहरे फ्लैज युक्त पाइप	07181	86
26	6247468	001013	मैसर्स इंड-टेक सर्विसेस, 2-132/4, रोड नं. 5, शोबना कालोनी, बालानगर, हैदराबाद 500 042	गहराई से पानी निकालने के हथबरमें - घटक - स्टेनलेस स्टील	14105	94
27	6247569	001001	मैसर्स हैदराबाद केमीकल प्रॉडक्ट्स लि., प्लॉट नं. 61 और 61, आईडीए, पशमयलारम मेडक जिला 502 307	फेनवेलरेट, ई सी	11997	87

(1)	(2)	(3)	(4)	(5)	(6)	
28	6247670	001114	मैसर्स निशा सीमेंट्स, 11/970, धानी, एकतातार गाँव, पालक्कड जिला	पोर्टलैंड धातुमल सीमेंट (चौथा पुनरीक्षण)	00455	89
29	6247771	001113	मैसर्स सिग्नेट स्टील लिमिटेड, प्लॉट नं. 17 और 18, ई ब्लॉक, ऑटोनगर, विसाखापटनम 530 012	पूर्व प्रतिबल कंक्रीट के लिए बिना लोपत प्रतिबल मुक्त तार (पहला पुनरीक्षण)	06006	83
30	6247872	001109	मैसर्स अगस्त्य एग्रो लिमिटेड, एस.नं. 47, मूरहरिपल्ली, आर आर जिला 500 014	डाईमिथोएट पायसनीय सांद्रण (दूसरा पुनरीक्षण)	03903	84
31	6247973	001113	मैसर्स एपेक्स प्रेसफेब्स (प्रा) लि., प्लॉट नं. 172, आईडीए, बोलाराम, जिन्नाराम (मण्डल) मेडक जिला	गहराई से पानी निकालने के हथबरमें (तीसरा पुनरीक्षण)	09301	90
32	6248066	001114	मैसर्स श्री-वेंकटेश्वरा इंजीनियरिंग वर्क्स, 1-125, फतहेनगर, हैदराबाद 500 018	गहराई से पानी निकालने के हथबरमें - घटक - सीसायुक्त टिन काँसा	14102	94
33	6248167	001106	मैसर्स मेधा एग्रोटेक प्रा.लि., नं. 5, 6 और 7, बिलाकहल्ली गाँव, अराकेरे, माइको लेआउट गेट, एन.बी. ब्रिक फेक्टरी से आगे, बन्नरघाटी मेन रोड, बंगलौर 560 076	सिंचाई उपस्कर—ड्रिप सिंचाई के लिए पोलिथिलीन माइक्रो ट्यूब—	14482	97
34	6248268	001125	मैसर्स सिद्धार्थ इंटरप्राइजेज, नं. 64/3, चिक्कलसान्द्रा सुब्रमण्या पुरा मेन रोड, बंगलौर 560 061	द्रवित पेट्रोलियम गैसों के साथ प्रयुक्त घरेलू गैस चूल्हे (चौथा पुनरीक्षण)	04246	92
35	6248369	0010 31	मैसर्स राज्य लक्ष्मी कार्टिंग्स प्रा.लि., प्लॉट नं. 209 और 212, डी ब्लॉक, ऑटोनगर, विसाखापटनम 530 012	एस्बेस्टॉस सीमेंट दाब पाइपों के साथ प्रयुक्त अलग हो सकने वाले ढलवाँ लोहे के जोड़ (पहला पुनरीक्षण)	08794	88
36	6248470	001115	मैसर्स माई होम सीमेंट इंडस्ट्रीज लिमिटेड, मेल्लाचूरुवू गाँव, श्रीनगर कोडड तालुक, नलगोडा जिला आ.प्र. 508 246	पोर्टलैंड पोजोलाना सीमेंट भाग 1 फ्लाईएश आधारित (तीसरा पुनरीक्षण)	01489 01	91
37	6248571	001116	मैसर्स बालाबार ज्वेलर्स, थाडोपालम, तिरुूर	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहरांकन (तीसरा पुनरीक्षण)	01417	99

(1)	(2)	(3)	(4)	(5)	(6)	
38	6248672	001130	मैसर्स रैनबो इंडरप्राइसेज एफ 1, इंडस्ट्रियल एस्टेट, अम्बानूर, चेन्नई 600 058	पेयजल आपूर्ति के लिए गैर- प्लास्टिकृत पीवीसी पाइप (दूसरा पुनरीक्षण)	04985	88
39	6248773	001115	मैसर्स आल्वे टेक्नो रबडस (प्रा) लि., इंडस्ट्रियल डवलपमेंट एरिया, इरुमाटला पीओ, आल्वे 683 105	कच्ची प्राकृतिक रबड़ (तीसरा पुनरीक्षण)	04588	86
40	6248874	001130	मैसर्स कन्यका परमेश्वरी इंजीनियरिंग लि., यूनिट 2, एसवाई नं. 773, सम्मुख: गणेश मंदिर, रूद्रराम तालुक संगरेडडी, मेडक जिला	अल्पदाब द्रवणीय गैसों के लिए 5-लिटर से अधिक जलक्षमता वाले वेल्डित अल्प कार्बन इस्पात के सिलिण्डर भाग 1 एलपीजी सिलिण्डर (चौथा पुनरीक्षण)	03196 01	92
41	6248975	001201	मैसर्स एमएम सिलिण्डर्स (प्रा) लि., बी-18, आईडीए, रेंजिगुंटा, चित्तूर जिला 517 520	अल्पदाब द्रवणीय गैसों के लिए 5-लिटर से अधिक जलक्षमता वाले वेल्डित अल्प कार्बन इस्पात के सिलिण्डर भाग 1 एलपीजी सिलिण्डर (चौथा पुनरीक्षण)	03196 01	92
42	6249068	001130	मैसर्स कुरनूल सिलिण्डर्स प्रा. लि., (यूनिट 2) एसवाई नं. 106, कोथूर गाँव एवं मंडल, मेहबूबनगर जिला 509 228	अल्पदाब द्रवणीय गैसों के लिए 5-लिटर से अधिक जलक्षमता वाले वेल्डित अल्प कार्बन इस्पात के सिलिण्डर भाग 1 एलपीजी सिलिण्डर (चौथा पुनरीक्षण)	03196 01	92
43	6249169	001201	मैसर्स साहुवाला सिलिण्डर्स लि., (यूनिट 2), 245, डी ब्लॉक, ऑटोनगर, विसाखापटनम 530 012	अल्पदाब द्रवणीय गैसों के लिए 5-लिटर से अधिक जलक्षमता वाले वेल्डित अल्प कार्बन इस्पात के सिलिण्डर भाग 1 एलपीजी सिलिण्डर (चौथा पुनरीक्षण)	03196 01	92
44	6249270	001201	मैसर्स विनफेब इक्विपमेंट्स प्रा. लि., सर्वे नं. 518, किस्तापुर, मेडचल, आर आर जिला 501 401	अल्पदाब द्रवणीय गैसों के लिए 5-लिटर से अधिक जलक्षमता वाले वेल्डित अल्प कार्बन इस्पात के सिलिण्डर भाग 1 एलपीजी सिलिण्डर (चौथा पुनरीक्षण)	03196 01	92
45	6249371	001125	मैसर्स दि जोस्को फेशन ज्वेलर्स, ईस्ट फोर्ट, तिरुवनन्तापुरम	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहरांकन (तीसरा पुनरीक्षण)	01417	99

(1)	(2)	(3)	(4)	(5)	(6)
46	6249472	001125	मैसर्स सेन्थिल मूरुगन जवेलर्स, 107, साउथ अवनी मूला स्ट्रीट, मदुरै 625	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहरांकन (तीसरा पुनरीक्षण)	01417 99
47	6249573	001130	मैसर्स वेनी इंजीनियर्स प्राइवेट लिमिटेड, सर्वे नं. 193/एफ, गाजिलापुर आर आर जिला	अल्पदाब द्रवणीय गैसों के लिए 5-लिटर से अधिक जलक्षमता वाले वेल्डित अल्प कार्बन इस्पात के सिलिण्डर भाग 1 एलपीजी सिलिण्डर (चौथा पुनरीक्षण)	03196 01 92
48	6249674	001125	मैसर्स जीवी फूडस प्रा. लि., नं. 25, मारुति लेआउट, कोडिगेहल्ली बंगलौर 560 092	दूध धान्य से बना दूध छुड़ाने का आहार (तीसरा पुनरीक्षण)	01656 97
49	6249775	001129	मैसर्स भारत टेक्सटाइल्स एण्ड प्रूफिंग इंडस्ट्रीज लि., 994, सत्यावेडू रोड, सिरूपुल्लपेट, कांडिगई गाँव (वाया) गुम्मीडिपोडि तालुक	काँटन डक (तीसरा पुनरीक्षण)	01422 83
50	6249876	001018	मैसर्स ट्रोपिकल एग्रोसिस्टम (इंडिया) लिमिटेड 530/2-बी, वणाग्राम रोड, अम्बातूर, चेन्नई 600 058	कीटनाशक - मैटालक्साइल डब्ल्यू एस	13641 92
51	6249977	001116	मैसर्स मालाबार कॉलेक्शन्स गोल्ड सुपर मार्केट, बैंक रोड, कन्नूर	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहरांकन (तीसरा पुनरीक्षण)	01417 99
52	6250053	001125	मैसर्स थोट्टन कुंजीपालु राप्पई एण्ड ब्रादर्स, हाई रोड, तिचूर	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहरांकन (तीसरा पुनरीक्षण)	01417 99
53	6250154	001122	मैसर्स श्री कनक महालक्ष्मी सीमेंट्स, रविवालसा (लावेरू) रोड, चीपूरुपल्ली विजयनगरम जिला 535 128	43 ग्रेड साधारण पोर्टलैंड सीमेंट (पहला पुनरीक्षण)	08112 89
54	6250255	001118	मैसर्स औदित्या मिनरल ट्रेडर्स, कोडापुरम (RS) कडुपा जिला 516444	क्लोरोपाइरिफॉस पायसनीय सांद्र	08944 78

(1)	(2)	(3)	(4)	(5)	(6)
55	6250356	001101	मैसर्स राल्केम लिमिटेड, आईडीए, फेस 2, पाटनचेरू, मेडक जिला 502 319	कॉपर आक्सीक्लोराइड का जल परिक्षेपणीय चूर्ण सांद्र	01507 77
56	6250457	001212	मैसर्स मद्रास सीमेन्ट्स लि., मेथोड गाँव, होसदुर्गा तालुक, चित्रदुर्गा जिला 577 533	43 ग्रेड साधारण पोर्टलैंड सीमेंट (पहला पुनरीक्षण)	08112 89
57	6250558	001212	मैसर्स नाथेल्ला अन्जानेयलू चेट्टी एण्ड सन, न्यू नं. 76 (पुराना नं. 25) नॉर्थ माडा स्ट्रीट, माइलापोर, चेन्नई 600 004	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहरांकन (तीसरा पुनरीक्षण)	01417 99
58	6250659	001031	मैसर्स मास्टर वाल्व इंडस्ट्रीज, जीएनटी रोड, बोम्मलुरु, बापुलपाडू मंडल, वाया हनुमान जंक्शन, कृष्णा जिला 521 105	एस्बेस्टॉस सीमेंट दाब पाइपों के साथ प्रयुक्त अलग हो सकने वाले ढलवाँ लोहे के जोड़ (पहला पुनरीक्षण)	08794 88
59	6250760	001031	मैसर्स श्री ज्योति इंडस्ट्रीज, प्लॉट न. 77, फेस 3, जवाहर ऑटो नगर, विजयवाड़ा 520 007	एस्बेस्टॉस सीमेंट दाब पाइपों के साथ प्रयुक्त अलग हो सकने वाले ढलवाँ लोहे के जोड़ (पहला पुनरीक्षण)	08794 88
60	6250861	001212	मैसर्स लारसन एण्ड टूब्रो लिमिटेड, केआईडीबी इंडस्ट्रियल एरिया, हेब्ल, हूटागल्ली, मैसूर 571 186	ए सी स्थैतिक वाट घंटामीटर वर्ग 1 और 2	13779 93
61	6250962	001212	मैसर्स अवतार ज्वेलर्स, 293, बिग बाजार स्ट्रीट, कोयम्बतूर 641 001	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहरांकन (तीसरा पुनरीक्षण)	01417 99
62	6251055	001214	मैसर्स आरवी इंडस्ट्रीज, 73-बी, लालबहादुर नगर, लक्ष्मीपुरम, पीलामेडू, कोयम्बतूर 641 004	जेट अपकेन्द्री पम्प सम्मिलित (पहला पुनरीक्षण)	12225 97
63	6251156	001213	मैसर्स दीपान्जन टेलीकेबल्स प्रा. लि., 203-बी, हेब्ल इंडस्ट्रियल एरिया, बेलावडी पोस्ट, मैसूर 571 186	1100 वो. तक की कार्यकारी वोल्टता के लिए पीवीसी रोधित केबल (तीसरा पुनरीक्षण)	00694 90
64	6251257	001214	मैसर्स जैम प्राइवेट्स, 464, कामराजर रोड, पीलामेडू, कोयम्बतूर 641 004	जेट अपकेन्द्री पम्प सम्मिलित (पहला पुनरीक्षण)	12225 97

(1)	(2)	(3)	(4)	(5)	(6)
65	6251358	001214	मैसर्स सत्या इंजीनियरिंग कम्पनी, एस.एफ. नं. 162, कामधेनू नगर, अवरामपल्ली पोस्ट कोयम्बतूर 641 006	जेट अपकेन्द्री पम्प सम्मिलित (पहला पुनरीक्षण)	12225 97
66	6251459	001213	मैसर्स डी ए आर ज्वेलरी, 392, बिग बाजार स्ट्रीट, कोयम्बतूर 641 001	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन (तीसरा पुनरीक्षण)	01417 99
67	6251560	001212	मैसर्स विसाका सीमेंट इंडस्ट्री लिमिटेड, एस.नं. 50/1, मल्कपुर, तन्दूर मण्डल, रंगारेड्डी जिला, आन्ध्र प्रदेश 501 158	33 ग्रेड साधारण पोर्टलैंड सीमेंट	00269 89
68	6251661	001213	मैसर्स राजम वासवी सीमेंट (प्रा) लि., सन्थावरिती (गाँव) जी.सिंगडम मण्डल, श्रीकाकुलम जिला	53 ग्रेड साधारण पोर्टलैंड सीमेंट	12269 87
69	6251762	001227	मैसर्स उषा अरमौर 248, 16वाँ मेन, 2री स्टेज, बीटीएम लेआउट बंगलौर 560 076	अग्निशामक कार्बन डाईक्साइड टाइप सुवाह्य और ट्राली आरोपित (दूसरा पुनरीक्षण)	02878 86
70	6251863	001219	मैसर्स एनडीएफ इंजीनियरिंग प्राइवेट लिमिटेड, 3/1, भरतियार रोड, पी.एन. पलायम, कोयम्बतूर 641 037	खुले कुँए के लिए निमज्ज्य पम्पसेट	14220 94
71	6251964	001207	मेसर्स इंड - टेक सर्विसेज, डी.नं. 2-132/4, रोड नं. 5, शोभना कालोनी बालानगर, हैदराबाद 500 042	गहराई से पानी निकालने के हथबरम - घटक - मृदु इस्पात	14103 94
72	6252057	001129	मैसर्स नेल्लूर कास्टिंग्स, जीएनटी रोड, पाडुगुपट्टु, कोवूर नेल्लूर जिला, आ.प्र. 524 137	जल, गैस, सीवर के लिए क्षैतिज ढले लोहे के दोहरे फ्लैज युक्त पाइप	07181 86
73	6252158	0106	मैसर्स सुजया रबड़ इंडस्ट्रीज, पिरिवूसला पालघाट, कोयम्बतूर रोड, 678 007	द्रवित पेट्रोलियम गैस के लिए रबड़ की नम्य नालियाँ	10908 91
74	6252259	001109	मैसर्स विनफील्ड केमीकल्स इंडिया लि., सी-14, इंडस्ट्रियल एस्टेट विजयवाडा	एसीफेट, एसपी	12916 90

(1)	(2)	(3)	(4)	(5)	(6)
75	6252360	000907	मैसर्स रत्ना एग्रो केमील्स (प्रा) लि., एस नं. 349, वेलिमेनेडू गाँव, चित्त्यल मण्डल, नलगोंडा जिला	कॉपर आक्सीक्लोराइड का जल परिक्षेपणीय चूर्ण सांद्र	01507 77
76	6252461	001206	मैसर्स रोमेगा फोम प्रा लि., नं. 36, केनल रोड, कौडापक्कम गाँव, विल्लिनूर, पॉडिचेरी 605 502	मोटरवाहनों के लिये नम्य भारवाहन के लिए पॉलीयूरेथीन फोम	08255 76
77	6252562	001219	मैसर्स जैम प्रॉडक्ट्स, 464, कामराजर रोड, पीलामेडू, कायम्बतूर 641 004	कृषि कार्यों के लिए साफ ठण्डे पानी के मोनोसैट पम्प	09079 89
78	6252663	001222	मैसर्स जय भारत इक्विपमेंट्स प्रा.लि., टाइप 3, शेड नं. 14-ए, कुक्कटपल्ली इंडस्ट्रियल एस्टेट, हैदराबाद 500 072	द्रवचालित धुनियाँ	08421 77
79	6252764	001219	मैसर्स श्री राघवेन्द्र प्लास्टिक्स, मार्किट रोड, नक्रेकल, नलगोंडा जिला 508 211	पेयजल आपूर्ति के लिए गैर- प्लास्टिक पीवीसी पाइप (दूसरा पुनरीक्षण)	04985 88
80	6252865	001221	मैसर्स सेरा बोर्डस एण्ड डोर्स, एपी IV-490 बी, पोर्ट रोड, अझिक्कल, पीओ अझिकोडे, बलियापट्टम, काननूर 670 009	ब्लॉक बोर्ड	01659 90
81	6252966	001221	मैसर्स सेरा बोर्डस एण्ड डोर्स, एपी IV-490 बी, पोर्ट रोड, अझिक्कल, पीओ अझिकोडे, बलियापट्टम, काननूर 670 009	सामान्य प्रयोजनों के लिए प्लाईवुड (तीसरा पुनरीक्षण)	00303 89
82	6253059	010102	मैसर्स कर्पागम आबर्णा मलिंगै, नं. 7, क्रॉस कट रोड, गांधीपुरम, कोयम्बतूर 641 012	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहरांकन (तीसरा पुनरीक्षण)	01417 99
83	6253160	010103	मैसर्स थन्नामलागई, 7, झौंसी रानी कॉम्पलेक्स, एम.एस. कॉर्नर, मदुरै 625 01	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहरांकन (तीसरा पुनरीक्षण)	01417 99
84	6253261	010103	मैसर्स गैलेक्सी विब्रोटॉनिक्स लिमिटेड, 4-बी, रामास्वामी नायडू नगर, नीलिकोणम पलायम, कोयम्बतूर 641 033	जेट अपकेन्द्री पम्प सम्मिलित (पहला पुनरीक्षण)	12225 97

(1)	(2)	(3)	(4)	(5)	(6)	
85	6253362	001219	मैसर्स सत्यनारायण स्पन पाइप कम्पनी, पिथापुरम रोड, सर्पवरम जन्कशन, काकिनाड़ा 533 005	पूर्व ढलित कंक्रीट पाइप (प्रबलन सहित और रहित) (तीसरा पुनरीक्षण)	00458	88
86	6253463	001207	मैसर्स ईएमसी कार्बन ब्रुश मैन्यूफैक्चरिंग कं. प्रा. लि., 69/1 ए, बेगर हुबली, बोम्बेनहल्ली, बंगलौर 560 068	विद्युत मशीनों के ब्रुश	13466	92
87	6253563	010101	मैसर्स स्पेन्सर इंडस्ट्रीज, साइट नं. 37, आरंगा, समीप : टवड बोर्ड, बी के रोड, पीलामेडू, कोयम्बतूर 641 004	कृषि कार्यों के लिए साफ ठण्डे पानी के मोनोसैट पम्प	09079	89
88	6253665	001227	मैसर्स हर्ष इंजीनियर्स, प्लॉट नं. 83/बी 1, फेस 1, आईडीए, जीडिमेटला, हैदराबाद 500 055	गहराई से पानी निकालने के हथबरमें - घटक - सीसायुक्त टिन काँसा	14102	94
89	6253766	001227	मैसर्स हर्ष इंजीनियर्स, प्लॉट नं. 83/बी 1, फेस 1, आईडीए, जीडिमेटला, हैदराबाद 500 055	गहराई से पानी निकालने के हथबरमें - घटक - स्टेनलैस इस्पात	14105	94
90	6260564	010524	मैसर्स जय एंड जय इंडस्ट्रीज, 18 शान्ति नगर मैन रोड, शान्ति नगर, कोरातूर चेन्नई 60 080	शिरोपरि प्रेषण कार्यों के लिए एल्युमीनियम चालक भाग 2 जस्तीकृत इस्पात प्रबलित एल्युमीनियम चालक (दूसरा पुनरीक्षण)	00398 02	96
91	6260665	010517	मैसर्स मार्क पीवीसी प्रॉडक्ट्स, IX/672, पेरिनाड पंचायत, चित्तुमला ब्लॉक, चौदनाथोप पी ओ, कोल्लम, केरल राज्य 691 014	पेबजल आपूर्ति के लिए गैर- प्लास्टिक पीवीसी पाइप (दूसरा पुनरीक्षण)	04985	88
92	6260766	010524	मैसर्स अल्विटॉस इलेक्ट्रिकल्स प्रा. लि., प्लॉट नं. ए-6, इंडस्ट्रियल एस्टेट, अम्बातूर, चेन्नई 600 058	शिरोपरि प्रेषण कार्यों के लिए एल्युमीनियम चालक भाग 2 जस्तीकृत इस्पात प्रबलित एल्युमीनियम चालक (दूसरा पुनरीक्षण)	00398 02	96
93	6261361	010305	मैसर्स हीरा केबल्स, इंकेपी VIII/533 ए, मुट्टोम, थेक्केमुरी, ईस्ट कल्लाडा पी.ओ., कोल्लम जिला 691 502	1100 वो. तक की कार्यकारी वोल्टता के लिए पीवीसी रोधित केबल (तीसरा पुनरीक्षण)	00694	90

(1)	(2)	(3)	(4)	(5)	(6)	
94	6261461	010307	मैसर्स जी.दास एण्ड कं. लि., मेलमन्थई गाँव, अरियनायगीपुरम, विलाथीकुलम तालुक 628 901	रसार्थी नक उद्योगों के लिए साधारण नमक	00797	82
95	6261563	010314	मैसर्स विप्रो लिमिटेड (लाइटिंग डिवीजन) नं. 105, हूटागल्ली इंडस्ट्रियल एरिया, मैसूर 571 186	सामान्य प्रकाश सेवा के लिए नलिका कार फ्लोरोसेंट लेम्प भाग I अपेक्षाएँ और परीक्षण	02418 01	77
96	6261664	010214	मैसर्स राष्ट्रीय इस्पात निगम लिमिटेड, विसाखापटनम स्टील प्लॉट, विसाखापटनम 530 031	धातु आर्क वेल्डिंग इलेक्ट्रोडों के लिए मृदु इस्पात (तीसरा पुनरीक्षण)	02879	98
97	6261967	010312	मैसर्स श्रीजा केबल्स, VI/100 ए, पृथमकुट्टी रोड, कोक्कुत्रूर, मूक्कात्रूर पी.ओ., अल्वे तालुक एर्नाकुलम जिला 683 577	1100 वो. तक की कार्यकारी वोल्टता के लिए पीवीसी रोधित केबल (तीसरा पुनरीक्षण)	00694	90
98	6261765	010215	मैसर्स बालाजी इंडस्ट्रियल एंड एग्रीकल्चरल कार्टिंग्स 16, आईडीए, बालानगर, हैदराबाद 500 003	गहराई से पानी निकालने के हथबरमें - घटक - सीसायुक्त टिन काँसा	14102	94
99	6261866	010201	मैसर्स हर्षा इंजीनियर्स प्लॉट नं. 83/बी 1, फेस 1, आईडीए, जीडिमेटला, हैदराबाद 500 055	गहराई से पानी निकालने के हथबरमें - घटक - मृदु इस्पात	14103	94
100	6262060	010319	मैसर्स हिन्दुस्तान कोका-कोला बेवरेजेस प्रा लि, प्लॉट नं. 18, बिदाडी इंडस्ट्रियल एरिया, बिदाडी होबली, रामनगर तालुक, बंगलौर 562 109	पैकेज बन्द पेय जल (पैकेज बन्द प्राकृतिक मिनरल जल के अलावा)	14543	98
101	6262161	010215	मैसर्स उमा इंजीनियरिंग वर्क्स, बी-11, टेक्नोक्राट इंडस्ट्रियल एस्टेट, फेस 2, बालानगर, हैदराबाद 500 037	गहराई से पानी निकालने के हथबरमें - घटक - मृदु इस्पात	14103	94
102	6262262	010322	मैसर्स नेच्यूरल वाटर्स कं., एस नं. 368, मनचिरेवुला, राजेन्द्रनगर मण्डल, रंगारेड्डी जिला आ. प्र.	पैकेज बन्द पेय जल (पैकेज बन्द प्राकृतिक मिनरल जल के अलावा)	14543	98
103	6262363	010312	मैसर्स आर्च प्लाई एन बोर्ड्स, बिल्डिंग नं. एमपी 11/114 सी, कुंजाथूर पी ओ, समीप टालापाडी, कासरगाँड जिला 671 323	सामान्य प्रयोजनों के लिए प्लाईवुड (तीसरा पुनरीक्षण)	00303	89

(1)	(2)	(3)	(4)	(5)	(6)	
104	6262464	010312	मैसर्स चाँदीसन्स लैटेक्स, वाडाक्कनचेरी, पालक्कड़	अमोनियम परिरक्षित प्राकृतिक रबड़ (पहला पुनरीक्षण)	05430	81
105	6262565	010327	मैसर्स साजो इंडस्ट्रीज, 2/133, मेक्काडु पी ओ., अल्वा तालुक, एर्नाकुलम जिला 683 589	पैकेज बन्द पेय जल (पैकेज बन्द प्राकृतिक मिनरल जल के अलावा)	14543	98
106	6262666	010328	मैसर्स नायसर एक्वा प्राइवेट लिमिटेड, प्लॉट नं. 5,6,7, सर्वे नं. 275/3, 275/4, आईडियल एनक्लेव, राजेवश्वरी नगर, बंगलौर 560 098	पैकेज बन्द पेय जल (पैकेज बन्द प्राकृतिक मिनरल जल के अलावा)	14543	98
107	6262767	010327	मैसर्स श्री विष्णु सिलिण्डर्स, सर्वे नं. 195/1,2 और 3, शोलिंगनाल्लूर गाँव, शोलिंगनाल्लूर सैदा पेठ तालुक, चेन्नई 600 119	अल्पदाब द्रवणीय गैसों के लिए 5-लिटर से अधिक जलक्षमता वाले वेल्डित अल्प कार्बन इस्पात के सिलिण्डर भाग I एलपीजी सिलिण्डर (चौथा पुनरीक्षण)	03196 01	92
108	6262868	010301	मैसर्स शक्ति सुगर्स लिमिटेड, सोया डिबीजन, मर्किनायकनपलायम, अम्बार, अम्पलायम (पी ओ.), पोल्लची 641 103		10038	81
109	6262969	010330	मैसर्स टिवन सिटीस मिनरल वाटर्स प्रा.लि., प्लॉट नं. 206/3 और 207/1, फेस 1, इंड. डवलप्मेंट एरिया, चेरलापल्ली, हैदराबाद 500 051	पैकेज बन्द पेय जल (पैकेज बन्द प्राकृतिक मिनरल जल के अलावा)	14543	98
110	6263062	010330	मैसर्स असेर इंजीनियर्स प्रा. लि., चिन्तलापल्ली गाँव, मंजीरा डेम रोड, संगारेड्डी मण्डल, मेडक जिला	पैकेज बन्द पेय जल (पैकेज बन्द प्राकृतिक मिनरल जल के अलावा)	14543	98
111	6263163	010330	मैसर्स बुम्पनेनी मिनरल वाटर्स प्रा.लि., प्लॉट नं. 67 और 68, बी ब्लॉक, आईडीए, औद्योगिक, विसाखापटनम 530 012	पैकेज बन्द पेय जल (पैकेज बन्द प्राकृतिक मिनरल जल के अलावा)	14543	98
112	6263264	010331	मैसर्स मनमोहन सेल्स एण्ड सर्विसेज प्रा.लि., सी-5 यूनिट, इंडस्ट्रियल एस्टेट, विसाखापटनम 530 007	पैकेज बन्द पेय जल (पैकेज बन्द प्राकृतिक मिनरल जल के अलावा)	14543	98
113	6263365	010331	मैसर्स मंजीरा मिनरल वाटर्स (प्रा) लि., फासलवाडी, मंजीरा बेरेज, संगारेड्डी 502 294	पैकेज बन्द पेय जल (पैकेज बन्द प्राकृतिक मिनरल जल के अलावा)	14543	98

(1)	(2)	(3)	(4)	(5)	(6)	
114	6263466	010326	मैसर्स नाईस केबल इंडस्ट्रीज, 32/1809, ऑल कोचीन कारपोरेशन नेता जी रोड, इडापल्ली पी.ओ., कोचीन 682 024	1100 वो. तक की कार्यकारी वोल्टता के लिए पीवीसी रोधित केबल (तीसरा पुनरीक्षण)	00694	90
115	6263567	010321	मैसर्स चामुण्डी फूडस (प्रा) लिमिटेड, 125-ई, कोवल मेन रोड, वेल्लाकोविल 638 111	बिस्कुट (तीसरा पुनरीक्षण)	01011	92
116	6263668	010331	मैसर्स श्री अम्पन मिनरल वाटर्स (प्रा) लि., एसएफ नं. 219/2-इरुतूपल्लम, मातावरायापुरम, सिरूवनी मेनरोड, कोयम्बतूर	पैकेज बन्द पेय जल (पैकेज बन्द प्राकृतिक मिनरल जल के अलावा)	14543	98
117	6263769	010330	मैसर्स स्प्रिंग फूडस इंडिया प्रा. लि., वेयमूलावालसा आनन्दपुरम मण्डल, विसाखापटनम 531 163	पैकेज बन्द पेय जल (पैकेज बन्द प्राकृतिक मिनरल जल के अलावा)	14543	98
118	6263870	010326	मैसर्स पॉवर सेफ केबल्स पी ओ. पथिरियाड, वेन्गाड पंचायत, कन्नूर जिला 670 741	1100 वो. तक की कार्यकारी वोल्टता के लिए पीवीसी रोधित केबल (तीसरा पुनरीक्षण)	00694	90
119	6263971	010215	मैसर्स जानुनी इंडस्ट्रीज, 2/197, अरासमारा थोट्टमनेस्मज कोइल स्ट्रीट (साउथ) वेन्कितापुरम, कोयम्बतूर 641 014	पम्प-पुनर्योजी - साफ स्वच्छ, ठंडे पानी के लिए	08472	98
120	6264064	010328	मैसर्स डक वॉर्थ फ्लेवर्स (इंडिया) प्रा. लि., 54, कात्रयाकाना अग्रहारा, अनेकल तालुक, अन्जनापुरा पोस्ट, बंगलौर 560 062	कैरामल (दूसरा पुनरीक्षण)	04467	96
121	6264165	010402	मैसर्स शरॉन वेनीस प्रा.लि., 48, किमी स्टोन, जीएनटी रोड, चिन्नौबुलापुरम गुम्मीडिपौडी 601 201	सामान्य प्रयोजनों के लिए प्लाईवुड (तीसरा पुनरीक्षण)	00303	89
122	6264266	010403	मैसर्स कात्रा इंडस्ट्रीज लि., 5 और 6 इंडस्ट्रियल एस्टेट, सिडको, सालेम जिला, मेदुरडम 636 402	पेयजल आपूर्ति के लिए गैर- प्लास्टिक पीवीसी पाइप (दूसरा पुनरीक्षण)	04985	88
123	6264367	010404	मैसर्स मार्वेल बवेरेजिस प्रा.लि., एस.नं. 13/ई कूचावराम गाँव, एन एच 7, तूप्रान मण्डल, मेडक जिला	पैकेज बन्द पेय जल (पैकेज बन्द प्राकृतिक मिनरल जल के अलावा)	14543	98

(1)	(2)	(3)	(4)	(5)	(6)
124	6264468	010327	मैसर्स इलैजेन्ट प्रॉडक्ट्स प्रा लि., सर्वे नं. 139, कुंतलूर गाँव हयातनगर मंडल, आर आर जिला	लकडी के सपाट दरवाजे के शटर (ठोस कोर प्रकार) भाग 1 प्लाईवुड सतह युक्त पल्ले	02202 01 99
125	6264469	010404	मैसर्स टेक्नो पैक प्रा लि., पद्मारम गाँव, पाटनचेरू मण्डल, मेडक जिला	पैकेज बन्द पेय जल (पैकेज बन्द प्राकृतिक मिनरल जल के अलावा)	14543 98
126	6264670	010402	मैसर्स ईस्टर्न मेट्रेसिस (प्रा) लि., मनक्कड पंचायत, 3/33 और 34, पुथुपेरियारम पी ओ., थोडूपूजा, इडुक्की जिला	कुशनिंग के लिए रबड़ चढ़े नारियल जटा की शीट	08391 87
127	6264771	01040	मैसर्स ए.के.एम.एन सिलिण्डर्स (प्रा) लि., एसपी नं. 13/1, 13/2, डोर नं. 48 मेन्चांदपलायम, मुसिरि पी.ओ., त्रिचे जिला 621 211	अल्पदाब द्रवणीय गैसों के लिए 5-लिटर से अधिक जलक्षमता वाले वेल्डित अल्प कार्बन इस्पात के सिलिण्डर भाग 1 एलपीजी सिलिण्डर (चौथा पुनरीक्षण)	03196 01 92
128	6264872	010404	मैसर्स महादेव विद्युत उद्योग प्रा.लि., 29, जेसीडब्ल्यू इंडस्ट्रियल एस्टेट, 11 वां किमी., कनकपुरम रोड़, बंगलौर 560 062	निमज्जन मोटरों के वाईडिंग तार भाग 4 अलग अलग तारों की विशिष्टि अनु. 1 एच आर पीवीसी रोधित तार (पहला पुनरीक्षण)	08783 04 01 95
129	6264973	010402	मैसर्स ब्ल्यू सी केमीकल्स (इंडिया) प्रा.लि. डोर नं. 338 ए, तिरुमलीभागोम (पी.ओ.), थुरुवूर, अलप्पुझा जिला 688 540	कॉपर सल्फेट (दूसरा पुनरीक्षण)	00261 82
130	6265066	010402	मैसर्स विसाखा वायर रोप्स लि., डी-15 और डी-16, ऑटोनगर, विसाखापटनम 530 012	सामान्य इंजीनियरी कार्यों के लिए इस्पात तार के रस्से (तीसरा पुनरीक्षण)	02266 89
131	6265167	010402	मैसर्स तिरुपति इलैक्ट्रोड्स शेड नं. डी/1, प्लॉट नं. 22, आईडीए, काट्टेडन, हैदराबाद (आ.प्र.)	हस्त्य धातु आर्क वेल्डिंग के लिए आवृत्त कार्बन और कार्बन मैगनीज इस्पात इलैक्ट्रोड	00814 91
132	6265268	010402	मैसर्स श्री विजयलक्ष्मी ज्वेलर्स, शॉप नं. 4, कारपोरेशन बिजनेस सेन्टर, एन.एच. रोड़, कोयम्बतूर 641 001	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहरांकन (तीसरा पुनरीक्षण)	01417 99

(1)	(2)	(3)	(4)	(5)	(6)	
133	6265369	010319	मैसर्स जोसे ब्रॉदर्स ज्वेलरी, करिप्पडथ गोविन्दन बिल्डिंग, वतनपिल्ली	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहरांकन (तीसरा पुनरीक्षण)	01417	99
134	6265470	010403	मैसर्स जिन-जा केबल्स, 2/412 ए, करुकुट्टी पंचायत करायमप्रम्बू करुकुट्टी पी.ओ., एर्नाकुलम जिला 683 576	1100 वो. तक की कार्यकारी वोल्टता के लिए पीवीसी रोधित केबल (तीसरा पुनरीक्षण)	00694	90
135	6265571	010403	मैसर्स कास्कडे इलेक्ट्रोथर्मिक्स प्रा.लि., नं. 3 कास्कडे लेआउट, लुना नगर, थडगम रोड, कोयम्बतूर 641 025	पानी गर्म करने के इन्सर्टेड हीटर	08978	92
136	6265672	010417	मैसर्स वाटरफ्लो इंडस्ट्रीज, 67, जवाहर स्ट्रीट, रथिनापुरी, कोयम्बतूर 641 027	पम्प-पुनर्योजी - साफ स्वच्छ, ठंडे पानी के लिए	08472	98
137	6265773	010417	मैसर्स नीरक्कल ग्लोबस प्राइवेट लिमिटेड, VIII/275 ए, मरंगतूपिल्ली पी.ओ., कोट्टातम	एक बार उपयोग वाले रबड़ के शल्य क्रिया दस्ताने	13422	92
138	6265874	010417	मैसर्स शारदा एग्रो इंजीनियरिंग प्रॉडक्ट्स, 189, प्लास्सी लाइन्स बावेरपल्ली, सिकन्दराबाद 500 011	ठोस जैवभार चूल्हा भाग I सुवाह्य (धात्विक)	13152 01	91
139	6265975	010424	मैसर्स केरेस इंडस्ट्रीज, 302 और 303 हॉस्पिटल रोड, कविन्दापडि भवानी तालुक, एरोड 638 455	कॉपरसल्फेट (दूसरा पुनरीक्षण)	00261	82
140	6266068	010417	मैसर्स वुमिडी बंगारू श्रीहरि सन्स, नं. 11, नागेश्वर राव रोड, पणगल पार्क, टी. नगर, चेन्नई 600 017	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहरांकन (तीसरा पुनरीक्षण)	01417	99
141	6266069	010417	मैसर्स श्रीराम वुड प्रॉडक्ट्स (प्रा) लि., येतापलेम, अरिपक सब्बावरम (मण्डल) विसाखापटनम (जिला)	लकड़ी के सपाट दरवाजे के शटर (ठोस कोर प्रकार) भाग I प्लाईवुड सतह युक्त पल्ले	02202 01	99
142	6266270	010424	मैसर्स टाइर्नोनियम इक्व्यूमेंट एण्ड एनोड मैन्यू. कं. लि., जी.एस.टी. सलाई वन्दालूर, चेन्नई 600 048	पैकेज बन्द पेय जल (पैकेज बन्द प्राकृतिक मिनरल जल के अलावा)	14543	98

(1)	(2)	(3)	(4)	(5)	(6)	
143	6266371	010425	मैसर्स ओम शक्ति इंडस्ट्रीज लिमिटेड, जीएसटी रोड, वन्दालूर, सर्वे नं. 240ए/1ए2, चेन्नई 600 048	पैकेज बन्द पेय जल (पैकेज बन्द प्राकृतिक मिमरल जल के अलावा)	14543	98
144	6266472	010402	मैसर्स सुजाया रबड़ इंडस्ट्रीज, पिरिवुसला, पालघाट 678 007	बिजली के कार्यों के लिए रबड़ की चटाईयाँ	05424	69
145	6266573	010420	मैसर्स एवरेडी इंडस्ट्रीज इंडिया लि., डवलपड प्लॉट नं. 1, इंडस्ट्रियल एस्टेट, गुडन्डी, चेन्नई 600 032	बहुउद्देशीय शुष्क बैटरियाँ (पहला पुनरीक्षण)	08144	97
146	6266674	010426	मैसर्स साउथर्न इन्सेक्टोसाइड्स एण्ड फर्टिलाइजर्स, नं. 1 ए/2, इंडस्ट्रियल एस्टेट, सिडको, अम्बातूर, चेन्नई 600 098	डाइक्लोरवॉस पायसनीय सांद्र (पहला पुनरीक्षण)	05277	78
147	6266775	010426	मैसर्स परफेक्ट मेटर्स (प्रा) लि., 25, समुपुरी मुडलियार स्ट्रीट, टी.वी पाडी, पोन्नेरी 601 204	ए सी वाटघंटा मीटर, वर्ग 0.5, 1 और 2	13010	90
148	6266876	010420	मैसर्स इंटरनेशनल फाइबरग्लास प्रॉडक्ट्स प्रा.लि., 118/बी, बोम्मसान्द्रा इंडस्ट्रियल एरिया, एनेकल तालुक, बंगलौर 562 158	मोटर साईकिल चालकों के लिये संरक्षी हेलमेट (तीसरा पुनरीक्षण)	04151	93
149	6266977	010430	मैसर्स हिमालयन केमीकल्स, 35/18, 2मेन रोड, सीआईटी नगर, चेन्नई 600 035	संश्लिष्ट खाद्य रंग - निमित्तियाँ और मिश्रण (दूसरा पुनरीक्षण)	05346	94
150	6267070	010426	मैसर्स जय किसान एग्रो इक्यूपमेंट प्रा.लि., प्लॉट नं. 14(1), कोल्हूर इंडस्ट्रियल एरिया, बीदर-हुमाबाद रोड, बीदर 585 003	फसल संरक्षण उपस्कर - रॉकर फुहारा (चौथा पुनरीक्षण)	03062	95
151	6267171	010417	मैसर्स दक्कन सीमेंट लिमिटेड, भवानीपुरम नलगौंडा जिला - आ.प्र. पीओ जनपहाड 508 128	पोर्टलैंड पोजोलाना सीमेंट भाग 1 फ्लाईएश आधारित (तीसरा पुनरीक्षण)	01489 01	91
152	6267272	010420	मैसर्स एबीएम इंडस्ट्रीज, नं. 65-ए-6, हूटागल्ली इंडस्ट्रियल एरिया, मैसूर 571 186	1100 वो. तक की कार्यकारी वोल्टता के लिए पीवीसी रोधित केबल (तीसरा पुनरीक्षण)	00694	90

(1)	(2)	(3)	(4)	(5)	(6)	
153	6267373	010501	मैसर्स एस एण्ड एस पावर कंडक्टर्स, 16 इरिकाराय स्ट्रीट, अशोक नगर, चेन्नई 600 083	परस्कन्दी सामग्री से बने तीन पिन प्लग	06538	71
154	6267474	010426	मैसर्स कुरनूल सिलिण्डर्स II. लि., सर्वे नं. 106 कोथूर गाँव एवं मण्डल मेहबूबनगर जिला	अल्पदाब द्रवणीय गैसों के लिए 5-लिटर से अधिक जलक्षमता वाले वेल्डित अल्प कार्बन इस्पात के सिलिण्डर भाग 1 एलपीजी सिलिण्डर (चौथा पुनरीक्षण)	03196 01	92
155	6267575	010504	मैसर्स दुर्गा ट्रांसमिशन (प्रा) लि., एफ/4-इंडस्ट्रियल एस्टेट, फेस 2, बोम्मला सतराम, कुरनूल जिला, आ.प्र. नन्दयाल 518 502	शिरोपरि प्रेषण कार्यों के लिए एल्युमीनियम के चालक भाग 1 एल्युमीनियम के लड़दार चालक (तीसरा पुनरीक्षण)	00398 01	96
156	6267676	010504	मैसर्स दुर्गा ट्रांसमिशन (प्रा) लि., एफ/4-इंडस्ट्रियल एस्टेट, फेस 2, बोम्मला सतराम, कुरनूल जिला, आ.प्र. नन्दयाल 518 502	शिरोपरि प्रेषण कार्यों के लिए एल्युमीनियम के चालक भाग 4 एल्युमीनियम मिश्रधातु के लड़दार चालक (एल्युमीनियम-मैगनीशियम- सिलिकॉन टाइप) (तीसरा पुनरीक्षण)	00398 04	94
157	6267777	010509	मैसर्स एवेनिर पावर टेक्नोलॉजिज प्रा. लि., 5-246/5, 1 तल, गच पी रोड, मूसापेट, हैदराबाद 500 018	ए सी स्थैतिक वाट घंटा मीटर वर्ग 1 और 2	13779	93
158	6267878	010501	मैसर्स अरेना टेक्नोलॉजिज (इंडिया), 52, 1 क्रॉस, करीमसाब लेआउट रोड, डोडात्रा इंडस्ट्रियल एस्टेट, समीप पीनया दूसरी स्टेज, बंगलौर 560 091	सौर सपाट संग्राहक पट्टी भाग 1 अपेक्षाएं (पहला पुनरीक्षण)	12933 01	92
159	6267979	010502	मैसर्स पाओनियर इंडस्ट्री, बी-1, इंडस्ट्रियल एस्टेट, पुडूर मदुरै 625 007	जेट अपकेन्द्री पम्प (पहला पुनरीक्षण)	12225	97
160	6268072	010503	मैसर्स लीलाकृष्णा इंडस्ट्रीज, 324-ए, वी.के. रोड, पीलामेडू, कोयम्बतूर 641 004	जेट अपकेन्द्री पम्प (पहला पुनरीक्षण)	12225	97
161	6268173	010502	मैसर्स जघास इंजीनियरिंग इक्विपमेंट्स, 167, एम्पनकुलम रोड, पी.एन. पलायम, कोयम्बतूर 641 037	निमज्जन पम्पसेटों के लिए मीटर (पहला पुनरीक्षण)	09283	95
162	6268274	010514	मैसर्स दीपक एक्वा फ्लो प्रा. लि., मारिका यालसा गाँव, परदेसीपालेम पीओ., विसाखापटनम 531 163	पैकेज बन्द पेय जल (पैकेज बन्द प्राकृतिक मिनरल जल के अलावा)	14543	98

(1)	(2)	(3)	(4)	(5)	(6)	
163	6268375	010515	मैसर्स पूर्वी इंटरप्राइसेज, प्लॉट नं. 162/सी, आईडीए, चेर्लापल्ली, फेस 2, रंगारेड्डी जिला आ.प्र.	पैकेज बन्द पेय जल (पैकेज बन्द प्राकृतिक मिनरल जल के अलावा)	14543	98
164	6268476	010402	मैसर्स प्रीमियर डीपवेल हेंडपम्प्स प्रा.लि., प्लॉट नं. 42, श्री.वेंकटेश्वरा कों - आपरेटिव इंडस्ट्रियल एस्टेट, बालानगर, हैदराबाद 500 037	गहराई से पानी निकालने के हथबरमें - घटक - मृदु इस्पात	14103	94
165	6268577	010420	मैसर्स साई कृपा इंजीनियर्स, 4-91/3, माधवी नगर, फेरोजगुडा, पीछे: सम्राट होटल, बाला नगर, हैदराबाद 500 011	गहराई से पानी निकालने के हथबरमें - घटक - स्टेनलैस इस्पात	14105	94
166	6268678	010228	मैसर्स सी.एस. इंडस्ट्रीज, 41, श्री वेंकटेश्वरा कॉ आपरेटिव इंडस्ट्रियल एस्टेट, सम्मुख: आईडीपीएल (आर एंड डी) बालानगर, हैदराबाद 500 037	गहराई से पानी निकालने के हथबरमें - घटक - स्टेनलैस इस्पात	14105	94
167	6268779	010228	मैसर्स सी.एस. इंडस्ट्रीज, 41, श्री वेंकटेश्वरा कॉ आपरेटिव इंडस्ट्रियल एस्टेट, सम्मुख: आईडीपीएल (आर एंड डी)]बालानगर, हैदराबाद 500 037	गहराई से पानी निकालने के हथबरमें - घटक - सीसायुक्त टिन काँसा	14102	94
168	6268880	010515	मैसर्स सुप्राजा फूडस (प्रा) लि., डी ब्लॉक, 137, ऑटोनगर, विसाखापटनम	पैकेज बन्द पेय जल (पैकेज बन्द प्राकृतिक मिनरल जल के अलावा)	14543	98
169	6268981	010504	मैसर्स कलिपाडा इलैक्ट्रोडस प्रा.लि., 99/1 बी, कृष्णा नगर, पेनमलूरु 521 139	हस्त्य धातु आर्क वेल्डिंग के लिए आवृत्त कार्बन और कार्बन मैगनीज इस्पात इलैक्ट्रोड	00814	91
170	6269074	010504	मैसर्स रामप्रकाश इंडस्ट्रीज, एस.एफ. नं. 483/1, अचनकुलम रोड, मुथुगोधनपुडूर पोस्ट, पल्लाडम, कोयम्बतूर 641 406	निमज्जनीय पम्पसेट (पहला पुनरीक्षण)	08034	89
171	6269175	010509	मैसर्स अग्नि स्टील्स लिमिटेड (यूनिट सी) एसएफ नं. 497/1, नडुक्कल, नाललपिली गाँव, चित्तूर तालुक, पलक्कड जिला 678 554	सामान्य संरचना इस्पात में पुनर्वेल्लन के लिये कार्बन ढलवां इस्पात बिलेट इंगट, बिलेट ब्लूम और स्लेब (दूसरा पुनरीक्षण)	02830	92

(1)	(2)	(3)	(4)	(5)	(6)	
172	6269276	010514	मैसर्स कसियानन्था कूकिंग रेंजस प्रा. लि., नं. 5, सिडको इंडस्ट्रियल एस्टेट, पेड्डई, तिरुनेलवेली 627 010	द्रवित पेट्रोलियम गैसों के साथ प्रयुक्त घरेलू गैस चूल्हा (चौथा पुनरीक्षण)	04246	92
173	6269377	010504	मैसर्स टीसीएम लिमिटेड, आर.एस. नं. 651/28, मुल्लकडू, टुटिकोरिन 628 008	कॉपर सल्फेट (दूसरा पुनरीक्षण)	00261	82
174	6269478	010502	मैसर्स माणपल्ली ज्वेलर्स, 3-4-14, महाकाली स्ट्रीट, सिकन्दर नगर 500 003	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन (तीसरा पुनरीक्षण)	01417	99
175	6269579	010514	मैसर्स बृन्दावन फॉसफेट प्राइवेट लिमिटेड, नं. 48/एन, डोड्डाबल्लापुर इंडस्ट्रियल एरिया, बीदर-हुम्माबाद रोड, डोड्डाबल्लापुर 561 203	कुक्कट आहार के संपूरक खनिज मिश्रण (पहला पुनरीक्षण)	05672	92
176	6269680	010518	मैसर्स प्रेस्टीज बोर्ड (प्रा) लि., बीपी 1-187 सी, मिल रोड, बलियापट्टम पी.ओ., कन्नूर जिला 670 010	ब्लॉक बोर्ड (तीसरा पुनरीक्षण)	01659	90
177	6269781	010504	मैसर्स साउदर्न आयरन एण्ड स्टील कम्पनी लिमिटेड, पोट्टेरनेरी, मदुरई, सलेम जिला 636 453	कंक्रीट प्रबलन के लिये उच्च सामर्थ्य विन्धापित इस्पात सरिण और तार	01786	85
178	6269882	010425	मैसर्स ई.आई. डुपोन्ट इंडिया लिमिटेड, द्वारा ई.आई.डी. परी (इंडिया) लि., रानीपेट, 632 401	साइपरमेथ्रीन, ईसी	12016	87
179	6269983	010426	मैसर्स ई.आई. डुपोन्ट इंडिया लिमिटेड, द्वारा ई.आई.डी. परी (इंडिया) लि., रानीपेट, 632 401	क्लोरापाइरिफॉस पायसनीय सांद्र	08944	78
180	6270059	010527	मैसर्स पेप्सिको इंडिया होल्डिंग्स प्राइवेट लिमिटेड, 34वाँ किमी स्टोन, एनएच 4, गाँव तेप्पडा बंगूर, नेलामंगला, बंगलोर ग्रामीण, बंगलौर 563 123	पैकेज बन्द पेय जल (पैकेज बन्द प्राकृतिक मिनरल जल के अलावा)	14543	98
181	6270160	010524	मैसर्स एस.आर. मिनरल वाटर प्रा. लि., श्रीनिवास फार्म, अन्नूर गाँव, पोन्नरी तालुक, तिरुवल्लूर जिला, चन्नई 600 067	पैकेज बन्द पेय जल (पैकेज बन्द प्राकृतिक मिनरल जल के अलावा)	14543	98

(1)	(2)	(3)	(4)	(5)	(6)	
182	6270261	010522	मैसर्स दि त्रवणकोर सीमेंट लिमिटेड, नाटकोम, कोट्टयम 686 013	43 ग्रेड साधारण पोर्टलैंड सीमेंट (पहला पुनरीक्षण)	08112	89
183	6270362	010527	मैसर्स प्राइमा बेवेरेजिस प्राइवेट लिमिटेड, ब्लॉक नं. 35, इंडस्ट्रियल डवलपमेंट एरिया, वाझाकुलम, इडाथला एलुवा, इरुमाथला पीओ एर्नाकुलम जिला 683 105	पैकेज बन्द पेय जल (पैकेज बन्द प्राकृतिक मिनरल जल के अलावा)	14543	98
184	6270463	010504	मैसर्स एशियन पाइप, एसएफ नं. 10/1, अधिपलायम रोड, चिन्नावेडमपति गणपति, कोयम्बतूर 641 006	सिंचाई उपकरण - सिंचाई लैटरल्स के लिए पॉलिथाइलीन पाइप	12786	89
185	6270867	010525	मैसर्स सौभाग एल्युमीनियम प्रा. लि., बी-11 (ई) सिपकोट इंडस्ट्रियल कॉम्प्लेक्स, गुम्मीडिपोडी 601 201	शिरोपरि प्रेषण कार्यों के लिए एल्युमीनियम के चालक भाग 2 जस्तीकृत इस्पात प्रबलित एल्युमीनियम चालक (दूसरा पुनरीक्षण)	00398 02	96
186	6270968	010524	मैसर्स गामा केबल्स एण्ड कंडक्टर्स प्रा. लि., 24-113/2 और 24-113/3, आईडीए, उप्पल, आर.आर. जिला हैदराबाद 500 039	शिरोपरि प्रेषण कार्यों के लिए एल्युमीनियम के चालक भाग 4 एल्युमीनियम मिश्रधातु के लड़दार चालक (एल्युमीनियम-मैगनीशियम- सिलिकॉन टाइप) (तीसरा पुनरीक्षण)	00398 04	94
187	6271061	010523	मैसर्स मेगा-टेक चेन्स प्रा. लि., नं. 5, नतेशन नगर, अयनमबक्कम, चेन्नई 602 102	लघु अंतराल प्रेषण परिशुद्धता रोलर जंजीरे तथा जंजीर युक्त पहिये	02403	91
188	6271162	010420	मैसर्स बालाजी इंडस्ट्रीज एण्ड इंजीनियरिंग कारपोरेशन, रोड नं. 3, सेटलाइट इंडस्ट्रियल एस्टेट, बालानगर हैदराबाद 500 037	गहराई से पानी निकालने के हथबरमें - घटक - मृदु इस्पात	14103	94
189	6271263	010524	मैसर्स जय-आर एक्वा फूड्स (इंडिया) प्रा. लि., शेड नं. 3, सिडको इड. एस्टेट, अरियामंगलम, त्रिचे 620 010	पैकेज बन्द पेय जल (पैकेज बन्द प्राकृतिक मिनरल जल के अलावा)	14543	98

(1)	(2)	(3)	(4)	(5)	(6)	
190	6271364	010527	मैसर्स राजा स्टील्स प्राइवेट लिमिटेड, 123/1, तिरुमलायमपलायम, मडक करई, कोयम्बतूर 641 105	कंक्रीट प्रबलन के लिये उच्च सामर्थ्य विन्धापित इस्पात सरिए और तार	01786	85.
191	6281771	010627	मैसर्स स्वामी कंक्रीट प्रॉडक्ट्स, नं. 46, 2स्टेज, एमआईजी केएचबी कालोनी, बसवेश्वर नगर, बंगलौर 560 079	पूर्व ढलित कंक्रीट पाइप (प्रबलन सहित और रहित) (तीसरा पुनरीक्षण)	00458	88
192	6281872	010628	मैसर्स जे.बी.एक्वीफर प्रा.लि., 10/1, अमरज्योति लेआउट, ऑफ रिंग रोड, डोमलूर, बंगलौर 560 071	पैकेज बन्द पेय जल (पैकेज बन्द प्राकृतिक मिनरल जल के अलावा)	14543	98
193	6281973	010627	मैसर्स तुलसी मेन्यूफैक्चरिंग इंडस्ट्रीज, सर्वे नं. 209/बी, पतिघनपुर, पाटनचेरू मंडल, मेडक जिला	इस्पात के ढक्कनदार कब्जे (छटा पुनरीक्षण)	01341	92
194	6282066	010629	मैसर्स श्री तिरूकलेसा इंडस्ट्रीज, एस.नं. 540/2, सम्मुख :केन्द्रीय विद्यालय, नलापाडू, गुन्टूर 622 005	पैकेज बन्द पेय जल (पैकेज बन्द प्राकृतिक मिनरल जल के अलावा)	14543	98
195	6282167	010702	मैसर्स आर.आर.फूड्स एण्ड वेबरेजिस, प्लॉट नं. 65, थोण्डपल्ली, शमाहाबाद, हैदराबाद	पैकेज बन्द पेय जल (पैकेज बन्द प्राकृतिक मिनरल जल के अलावा)	14543	98
196	6282268	010625	मैसर्स नामसी सोलर प्रा. लि., प्लाट नं. 21 और 22, सर्वे नं. 41/2, पुट्टेनहल्ली जे.पी. नगर, बंगलौर 560 078	सौर सपाट संग्राहक पट्टी भाग 1 अपेक्षाएं (पहला पुनरीक्षण)	12933 01	92
197	6282369	010625	मैसर्स दीपक केबल्स (इंडिया) लि., नं. 1, इंडस्ट्रियल एस्टेट, तुमकुर 572 103	शिरोपरि प्रेषण कार्यों के लिए एल्युमीनियम के चालक भाग 2 जस्तीकृत इस्पात प्रबलित एल्युमीनियम चालक (दूसरा पुनरीक्षण)	00398 02	96
198	6282470	010706	मैसर्स मण्यम एक्वा प्रा लि., एस.नं. 42, पैट बंशाराबाद, कुत्बुल्लापुर मण्डल, आर आर जिला	पैकेज बन्द पेय जल (पैकेज बन्द प्राकृतिक मिनरल जल के अलावा)	14543.	98
199	6282571	010703	मैसर्स एग्रो इंजीनियर्स एण्ड ट्रेडर्स, 162, वेकटस्वामी रोड, ईस्ट आर.एस.पुरम, कोयम्बतूर 641 02	फसल संरक्षण उपस्कर - रॉकर फुहारा (चौथा पुनरीक्षण)	03062	95

(1)	(2)	(3)	(4)	(5)	(6)	
200	6282672	010626	मैसर्स के.वी.एस.आर.फूड्स एण्ड बेवरेजिज प्रा. लि., प्लॉट नं. 262 बी और 263, 3 फेस, बोम्मसान्द्र इंड. एरिया, बोम्मसान्द्र, बंगलौर 562 158	पैकेज बन्द पेय जल (पैकेज बन्द प्राकृतिक मिनरल जल के अलावा)	14543	98
201	6282772	010703	मैसर्स केमक मालाबार केबल्स, V/334, वट्टमकुलम पंचायत, कन्थालूर पी.ओ., मूडुर, मालप्पुरम जिला, वट्टमकुलम 679 578	1100 वो. तक की कार्यकारी वोल्टता के लिए पीवीसी रोधित केबल (तीसरा पुनरीक्षण)	00694	90
202	6282874	010704	मैसर्स निर्मल इन्सुलेशन प्रा.लि., 10/76-सी, अवनाशी रोड़, अरासुर पोस्ट, कोयम्बतूर 641 407	शिरोपरि प्रेषण कार्यों के लिए एल्युमीनियम के चालक भाग 2 जस्तीकृत इस्पात प्रबलित एल्युमीनियम चालक (दूसरा पुनरीक्षण)	00398 02	96
203	6282975	010704	मैसर्स पारसविर एलॉयसनिर्मल प्रा.लि., 10/76-बी, अवनाशी रोड़, अरासुर पोस्ट, कोयम्बतूर 641 407	शिरोपरि प्रेषण कार्यों के लिए एल्युमीनियम के चालक भाग 2 जस्तीकृत इस्पात प्रबलित एल्युमीनियम चालक (दूसरा पुनरीक्षण)	00398 02	96
204	6283068	010710	मैसर्स होम नीड्स XI/706 ए, नेल्लाड पी.ओ., मुडावूर (वाया) कुन्नाथु नाडु तालुक, एर्नाकुलम 686 721	द्रवित पेट्रोलियम गैसों के साथ प्रयुक्त घरेलू गैस चूल्हा (चौथा पुनरीक्षण)	04246	92
205	6283169	010712	मैसर्स जय एण्ड जय इंडस्ट्रीज, 18, शान्तिनगर, कोरातूर, चेन्नई 600 080	शिरोपरि प्रेषण कार्यों के लिए एल्युमीनियम के चालक भाग 4 एल्युमीनियम मिश्रधातु के लड़दार चालक (एल्युमीनियम-मैगनीशियम-सिलिकॉन टाइप) (तीसरा पुनरीक्षण)	00398 04	94
206	6283270	010625	मैसर्स जेम केबल्स एण्ड कंडक्टर्स लि., चित्तकल गाँव, पाटनचेरु, मेडक जिला	अनुप्रस्थ जुड़े हुए पौलीइथाइलीन विद्युतरोधी तापस्थापी ढके केबल भाग 1- 1100 वोल्ट तक की कार्यकारी वोल्टता के लिए (तीसरा पुनरीक्षण)	07098 01	88
207	6283371	010625	मैसर्स जेम केबल्स एण्ड कंडक्टर्स लि., चित्तकल गाँव, पाटनचेरु, मेडक जिला	पीवीसी रोधित (भारी कार्य) बिजली की केबल भाग 1 -1100 वोल्ट तक की कार्यकारी वोल्टता के लिए पीवीसी रोधित(तीसरा पुनरीक्षण)	01554 01	88

(1)	(2)	(3)	(4)	(5)	(6)	
208	6283472	010627	मैसर्स सुधा इंडस्ट्रीज, नं. 17, 18 इंडस्ट्रियल एस्टेट, सुल्तानाबाद, तेनाली 522 202	पम्प-पुनर्योजी - साफ स्वच्छ, ठंडे पानी के लिए	08472	98
209	6283573	010711	मैसर्स श्री श्री पैकेजिंग, डी-117, फेस 1, आईडीए, जीडिमेटला, हैदराबाद 500 005	विस्फोटकों के पैकेजों हेतु सामान्य अपेक्षाएँ भाग 1 व्यापारिक उच्च विस्फोटक	10212 01	86
210	6283674	010703	मैसर्स ऐवरग्रीन वेनियर्स (प्रा) लि., 272, वीलान्की गाँव, आनन्दपुरम मंडलम, विसाखापटनम जिला 531 163	सामान्य प्रयोजनों के लिए प्लाईवुड (तीसरा पुनरीक्षण)	00303	89
211	6283775	010703	मैसर्स अल्फा इंजीनियरिंग इंडस्ट्री, 2ए, 6टा क्रॉस, वी.के. रोड, थनीर पण्डाल, पीलामेडू, कोयम्बतूर 641 004	कृषि कार्यों के लिए साफ ठंडे पानी के मोनोसेट पम्प (पहला पुनरीक्षण)	09079	89
212	6283876	010718	मैसर्स केनेडियन स्प्रिंग्स (इंडिया) इन्स., 17/3, कॉफी बोर्ड लेआउट, अरेबिक कॉलेज पोस्ट, मरियन पल्या, बंगलौर 560 045	पैकेज बन्द पेय जल (पैकेज बन्द प्राकृतिक मिनरल जल के अलावा)	14543	98
213	6283977	010718	मैसर्स सा इंडस्ट्रीज प्राइवेट लिमिटेड, एसएफ नं. 101, मेवानी मेन रोड, कारूकराडू, कुगलूर पुडुकारई पुडूर, गोबिचेट्टी पलायम 638 313	पैकेज बन्द पेय जल (पैकेज बन्द प्राकृतिक मिनरल जल के अलावा)	14543	98
214	6284070	010718	मैसर्स ऑसवाल बेवरेजिस, पेते चिन्नप्पा एस्टेट, बंगलौर 560 079	पैकेज बन्द पेय जल (पैकेज बन्द प्राकृतिक मिनरल जल के अलावा)	14543	98
215	6284171	010713	मैसर्स पी.एम.पी. स्टील रोलिंग मिल्स (मद्रास) लिमिटेड, 295, जीएनटी रोड, पेरावल्लूर, पणजेती पोस्ट, पोन्नेरी तालुक 601 204	कंक्रीट प्रबलन के लिये उच्च सामर्थ्य विन्धापित इस्पात सरिए और तार	01786	85
216	6284272	010712	मैसर्स भीमा ज्वेलर्स, एम.जी. रोड, एर्नाकुलम , कोचीन 682 011	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहरांकन (तीसरा पुनरीक्षण)	01417	99
217	6284373	010720	मैसर्स लारसन टूब्रो एराक्कोणम सीमेंट वर्क्स, चित्तेरी पी.ओ. एवं गाँव, एराक्कोणम 631 003	43 ग्रेड साधारण पोर्टलैंड सीमेंट (पहला पुनरीक्षण)	08112	89

(1)	(2)	(3)	(4)	(5)	(6)	
218	6284474	010713	मैसर्स श्री वेंकटेश्वर सिंग्स, नं. 3, गणेशरा बी लेन, नागरथपेठ क्रॉस, बंगलौर 560 002	पैकेज बन्द पेय जल (पैकेज बन्द प्राकृतिक मिनरल जल के अलावा)	14543	98
219	6284575	010712	मैसर्स हूगली मिल्स प्रॉजेक्ट्स लि., पी.बी.नं. 116, वी.टी. अग्राहम, विजयानगरम 535 004	खाद्यान्न पैक करने के लिए पटसन के बोरे 50/55 किग्रा.	12650	97
220	6284676	010716	मैसर्स साईबाबा एक्वा सिस्टम्स, नं. 4, 8वां बी क्रॉस रोड, कोबिहल्ली, हाल तीसरी स्टेज, बंगलौर 560 008	पैकेज बन्द पेय जल (पैकेज बन्द प्राकृतिक मिनरल जल के अलावा)	14543	98
221	6284777	010716	मैसर्स सूद इंडस्ट्रीज, जी-3, यूनिट इंडस्ट्रियल एस्टेट, के. पुडूर, मदुरै 625 007	इस्पात के ढक्कनदार कब्जे (छटा पुनरीक्षण)	01341	92
222	6284878	010726	मैसर्स ईसीई इंडस्ट्रीज लि., अशोक मार्ग, शान्ति नगर, हैदराबाद 500 018	पैकेज बन्द पेय जल (पैकेज बन्द प्राकृतिक मिनरल जल के अलावा)	14543	98
223	6284979	010716	मैसर्स कोस्मो बेवरेजिस लि., एस.नं. 1346 नन्दीगाँव गाँव, कोथूर मण्डल, मेहबूबनगर जिला	पैकेज बन्द पेय जल (पैकेज बन्द प्राकृतिक मिनरल जल के अलावा)	14543	98
224	6285072	010713	मैसर्स छेकटला पॉलीमर्स प्रा.लि., डी-15, फेस IV एक्सटेंशन, आईडीए, जीडिमेटला, हैदराबाद 500 055	1100 वो. तक की कार्यकारी वोल्टता के लिए पीवीसी रोधित केबल (तीसरा पुनरीक्षण)	00694	90
225	6285173	010716	मैसर्स मेक्सिम डिस्ट्रीब्यूटर्स, 11-6-867/3 बायग आईसलैंड, लकड़ी- का- पुल, हैदराबाद 500 004	पैकेज बन्द पेय जल (पैकेज बन्द प्राकृतिक मिनरल जल के अलावा)	14543	98
226	6285274	010718	एम एम सिलिण्डर्स प्रा लि., प्लॉट नं. बी-18, सर्वे नं. 408 और 818, इडाचितूर जिला रेनिनुंटा 517 520	अल्पदाब द्रवणीय गैसों के लिए 5-लिटर से अधिक जलक्षमता वाले वेल्डित अल्प कार्बन इस्पात के सिलिण्डर भाग I एलपीजी सिलिण्डर (चौथा पुनरीक्षण)	03196 01	92

(1)	(2)	(3)	(4)	(5)	(6)	
227	6285375	010720	मैसर्स सिल्वरलाइन मिनरल्स प्राइवेट लि., IV/832 इंडस्ट्रियल डवलपमेंट एरिया, काँजीकोडे, पालक्कड जिला 678 623	पैकेज बन्द पेय जल (पैकेज बन्द प्राकृतिक मिनरल जल के अलावा)	14543	98
228	6285476	01 0730	मैसर्स टीआरवी एक्वा सिंग्स, VIII/570 ए कोन्नकुझी परियारम पंचायत, वाया चलकुडि त्रिस्सूर जिला 680 721	पैकेज बन्द पेय जल (पैकेज बन्द प्राकृतिक मिनरल जल के अलावा)	14543	98
229	6285577	010711	मैसर्स एम एस पैकेजिंग्स पनतूर गाँव चित्तूर-वेल्लूर रोड, गुंडीपाला मंडल, चित्तूर जिला	विस्फोटको के पैकेजों हेतु सामान्य अपेक्षाएं भाग 1 व्यापारिक उच्च विस्फोटक	10212 01	96
230	6285678	01 0727	मैसर्स गोमती मेटल इंडस्ट्रीज, एसएफ 71, कुटटई थोट्टमरूमगा ● गौडानूरपेरूर चेटिटपलायम, कोयम्बतूर	शिरोपरि प्रेषण कार्यों के लिए एल्युमीनियम चालक भाग 2 जस्तीकृत इस्पात प्रबलित एल्युमीनियम चालक	00398 02	96
231	6285779	010731	मैसर्स मासन्तो कंटेनर्स प्रा लि., ए-36 आई डी ए, नचारम हैदराबाद	विस्फोटको के पैकेजों हेतु सामान्य अपेक्षाएं भाग 1 व्यापारिक उच्च विस्फोटक	10212 01	96
232	6285880	010720	मैसर्स कानाचूर सीजनिंग इंडस्ट्रीज, एन.एच. 17, कल्लापुप पोस्ट, पेरमान्नूर मंगलौर 574 183	ब्लॉक बोर्ड (तीसरा पुनरीक्षण)	01659	90
233	6285981	01 07 18	मैसर्स ऐरो मिनरल एण्ड वाटर, 29, II फेस, जिगानी इंडस्ट्रियल लेआउट, अनेकल तालुक, बंगलौर 560 047	पैकेज बन्द पेय जल (पैकेज बन्द प्राकृतिक मिनरल जल के अलावा)	14543	98
234	6286074	01 07 13	मैसर्स पम्बा रबडर्स लि., VIII/545, केमपकस्सेरिल बिल्डिंग, पटनमथिटा, अरुवापुलम पोस्ट, कोन्नी	कच्ची प्राकृतिक रबड़ (तीसरा पुनरीक्षण)	04588	86
235	6286175	01 08 06	मैसर्स बिस्मिल्लरी वाटर्स, II/613 ए, चेलम्बरा पंचायत चेलम्बरा, इडिमुझीक्कल, थिरूरुर्गाड तालुक, मालापुरम जिला 673 634	पैकेज बन्द पेय जल (पैकेज बन्द प्राकृतिक मिनरल जल के अलावा)	14543	98
236	6286276	010731	मैसर्स पॉडिचेरी एग्रो सर्विस एंड इंड. कारपो.लि., नं. 41/1, इडेन्चावडी रोड, करुवाडिक्कुप्पम, पॉडिचेरी 605 008	पैकेज बन्द पेय जल (पैकेज बन्द प्राकृतिक मिनरल जल के अलावा)	14543	98

(1)	(2)	(3)	(4)	(5)	(6)	
237	6286377	01 08 08	मैसर्स आर.पी. प्लास्टिक्स एसटी गुाई, सालेम 636 006	पेयजल आपूर्ति के लिए गैर - प्लास्टिक कृत पीवीसी पाइप	04985	88
238	6286478	01 07 18	मैसर्स हाई - टेक कंडक्टर्स (प्रा) लि., केएसएसआईडीसी, शेड नं. 1-113 हेब्ल इंडस्ट्रियल एस्टेट, मैसूर 570 016	शिरोपरि प्रेषण कार्यों के लिए एल्युमीनियम चालक भाग 1 एल्युमीनियम के लड़दार चालक (तीसरा पुनरीक्षण)	00398 01	96
239	6286579	01 08 07	मैसर्स क्लासिक पेंट्स एंड केमीकल्स, XXXII/767-बी, कलिकोवटम, कोचीन 682 028	सीमेंट रंग रोगन	05410	86
240	6286680	01 08 17	मैसर्स सुधाकर पॉलिमर्स लि., बालाराम थाण्देनियर इंडस्ट्रियल एस्टेट, सूर्यापेट नलगौडा जिला आ.प्र. 508 214	संवातन और वर्षा के पानी के तन्त्र सहित भवनों के अन्दर की मिट्टी तथा अपशिष्ट निरावेशन तन्त्र के लिए अनम्य कृत पीवीसी पाइप	13592	92
241	6286781	01 07 27	मैसर्स ऐपैक्स एस्बेस्टॉस प्रॉडक्ट्स, कल्लाकल गाँव, तूप्रण मंडल, मेडक जिला आ. प्र.	जल, गैस, सीवर के लिए क्षैतिज ढले लोहे के दोहरे फ्लेज युक्त पाइप	07181	86
242	6286882	01 07 31	मैसर्स श्री विजय विसाखा डिस्ट्रिक्ट मिल्क प्रॉड्यूसर्स म्यूचुअली, ऐंडिड कॉ- ऑपरेटिव यूनिशन लि0, सम्मुख बीएचपीवी, एनएच 5 विसाखापटनम 530 012	मलाई युक्त दूध पाउडर भाग 1 मानक ग्रेड	13334 01	98
243	6286983	01 08 08	मैसर्स दिलिप इंजीनियरिंग वर्क्स, 29, वाल्टेक्स रोड, चेन्नई 600 079	द्रवित पेट्रोलियम गैस के साथ प्रयुक्त घरेलू गैस चूल्हे	04246	92
244	6287076	01 08 31	मैसर्स शिल्पी वायर रोप प्रा. लि., 22 ए एण्ड एच, केआईएडीबी इंडस्ट्रियल एरिया, अटिबेले, बंगलौर	पूर्व प्रतिबलित कंक्रीट के लिए बिना लेपित प्रतिबल मुक्त तार	06006	83
245	6287177	01 08 08	मैसर्स जे एण्ड जे मिनरल्स प्राइवेट लिमिटेड, XII/199 और 200, अगली पंचायतम्भली मन्नारक्कड, पलक्कड जिला 678 582	पैकेज बन्द पेय जल (पैकेज बन्द प्राकृतिक मिनरल जल के अलावा)	14543	98
246	6287278	01 07 11	मैसर्स ए.जी.के. पैकर्स 4 डी/2, सिपकोट काम्पलेक्स, पुडुक्कोट्टई 622 002	विस्फोटको के पैकेजों हेतु सामान्य अपेक्षाएं भाग 1 व्यापारिक उच्च विस्फोटक	10212 01	96

(1)	(2)	(3)	(4)	(5)	(6)	
247	6287379	01 08 08	मैसर्स इन्फिन स्प्रिंग्स प्रा लि., 1-10-132/3, अशोक नगर, गली नं. 9, हैदराबाद 500 020	पैकेज बन्द पेय जल (पैकेज बन्द प्राकृतिक मिनरल जल के अलावा)	14543	98
248	6287480	01 08 17	मैसर्स क्रिस्टल एक्वा इन्स., 36/2, समीप अलंकार ग्रेनाइट्स, पुट्टनहल्ली, जे बी नगर, बंगलौर 560 078	पैकेज बन्द पेय जल (पैकेज बन्द प्राकृतिक मिनरल जल के अलावा)	14543	98
249	6287581	010817	मैसर्स शिवा एक्वा सिस्टम्स, नं. 5, प्रथम तल, पुट्टनहल्ली, जे.बी. नगर, चौथा मेन रोड, एम एस पाल्या, बनमैरघाटा रोड, बंगलौर 560 076	पैकेज बन्द पेय जल (पैकेज बन्द प्राकृतिक मिनरल जल के अलावा)	14543	98
250	6287682	01 08 21	मैसर्स सोल्कर इंडस्ट्रीज लि., 436, सिडको इंडस्ट्रियल एस्टेट, अम्बातूर चेन्नई 600 098	सौर सपाट संग्राहक पट्टी भाग 1 अपेक्षाएं (पहला पुनरीक्षण)	12933 01	92
251	6287783	01 09 09	मैसर्स मोहम्मद खान जवेलर्स, होटल हर्षा कॉम्प्लेक्स, पब्लिक गार्डन रोड, नामापल्ली, हैदराबाद 500 001	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहरांकन	01417	99
252	6287884	01 08 06	मैसर्स शुगर लाइफ वाटर प्रॉडक्ट्स , डी.नं. 6-245, भावनगर, आई. टी. कालोनी काकिनाड़ा 533 005	पैकेज बन्द पेय जल (पैकेज बन्द प्राकृतिक मिनरल जल के अलावा)	14543	98
253	6287985	01 08 17	मैसर्स रिची बेवरेजिस, पाराकला कोटेटई गाँव, मेन रोड, पट्टुकोट्टई तालुक, थन्जावोर जिला	पैकेज बन्द पेय जल (पैकेज बन्द प्राकृतिक मिनरल जल के अलावा)	14543	98
254	6288078	01 08 17	मैसर्स आईडियल इंडस्ट्रीज, एस एफ 30, सीता रोड, कालाण्डी, कोयम्बतूर 641 035	पानी के भण्डार हेतु प्लास्टिक टंकियाँ	12701	96
255	6288179	01 08 17	मैसर्स हरिता मिनरल्स एंड बेवरेजिस, IV/288, एस.एन. नगर , मलमपुड़ा पोस्ट, पलक्कड 678 651	पैकेज बन्द पेय जल (पैकेज बन्द प्राकृतिक मिनरल जल के अलावा)	14543	98
256	6288280	01 08 17	मैसर्स इंडस्ट्रियल इंजीनियरिंग कारपोरेशन, प्लॉट नं. 50, मेजर इंडस्ट्रियल एस्टेट, साउथ कलामेस्सरी, कोचीन 683 109	डामर ड्रम (तीसरा पुनरीक्षण)	03575	93
257	6288381	01 08 17	मैसर्स मॉडल टीएसआर फैक्टरी मंगनम विजयापुरम पंचायत, कोटटयम 686 018	कच्ची प्राकृतिक रबड़ (तीसरा पुनरीक्षण)	04588	86

(1)	(2)	(3)	(4)	(5)	(6)	
258	6288482	01 08 17	मैसर्स हैदराबाद केमीकल्स सप्लायर्स लि., ए- 24/25, एपीआईई, बालानगर हैदराबाद 500 032	मैलाथियॉन पायसनीय सांद्र (दूसरा पुनरीक्षण)	02567	78
259	6288583	0108 29	मैसर्स इन्डैक्स टेक्नोलोजिज, नं. 21-बी, तिरुवीथिअम्मन कोइल स्ट्रीट मन्नूरपेट, चेन्नई 600 050	सुवाहा अग्निशामक, शुष्क पाउडर टाइप (भण्डारित दाब)	13849	93
260	6288684	01 08 17	मैसर्स वर्ष बेवरेजिस प्रा लि., 137, कुप्पम गली, फील्ड नं. साइट नं. 13/14, 13/15, इंजाम्बक्कम गांव, सैदापेट तालुक, कांचीपुरम जिला	पैकेज बन्द पेय जल (पैकेज बन्द प्राकृतिक मिनरल जल के अलावा)	14543	98
261	6288785	01 08 28	मैसर्स मंजु केमीकल्स (प्रा) लिमिटेड, नं 0 9/2, लक्ष्मी स्ट्रीट, II एक्सटेंशन, विल्लवक्का, चेन्नई 600 049	संश्लिष्ट खाद्य रंग - निमित्तियाँ और मिश्रण दूसरा पुनरीक्षण)	05346	94
262	6288886	01 08 29	मैसर्स लोटस पैकेजिंग प्लॉट नं 0 5-55/1, फेस V, एक्सटेंशन, आईडीए, जीडिमेटला, धूलपल्ली रोड, हैदराबाद 500 055	विस्फोटको के पैकेजों हेतु सामान्य अपेक्षाएं भाग I व्यापारिक उच्च विस्फोटक	10212 01	96
263	6288987	01 08 31	मैसर्स प्रीमियर हाई-टेक इंडस्ट्रीज (प्रा) लि. II, एसएफ नं. 35/2 पारी नगरसंगम बाईपास रोड, पुलिकुल्म्ब गाँव, कोयम्बतूर 641 045	पम्प -पुनर्योजी स्वच्छ ठंडे पानी के लिए	08472	98
264	6289080	01 08 28	मैसर्स हेमाद्रि सीमेंट लि., वेदाद्रि गाँव, जगयापेठ मंडल, कृष्णा जिला आन्ध्रप्रदेश 521 438	53 ग्रेड साधारण पोर्टलैंड सीमेंट	12269	87
265	6289181	01 08 31	मैसर्स श्री विष्णु सिलिण्डर्स सर्वे नं. 195/1, 2 और 3 शोलिंगाल्लूर सैदापेट तालुक, चेन्नई 600 119	अल्पदाब द्रवणीय गैसों के लिए 5- लिटर से अधिक जल क्षमता वाले वेल्डित अल्प कार्बन इस्पात के सिलिण्डर भाग I एलपीजी के लिए सिलिण्डर(चौथा पुनरीक्षण)	03196 01	92
266	6289282	01 07 04	मैसर्स किसान इंडस्ट्रीज, नं. 26, पेरूमल कोइल, थोट्टमगणपति कोयम्बतूर 6	पम्प -पुनर्योजी स्वच्छ ठंडे पानी के लिए	08472	98
267	6289383	010828	मैसर्स बोन एपेटाइट क्यूजीनियर्स नं. 57, मंजुकिरण, न्यू बैंक कालोनी, कोननकुन्ते, बंगलौर 560 062	पैकेज बन्द पेय जल (पैकेज बन्द प्राकृतिक मिनरल जल के अलावा)	14543	98

(1)	(2)	(3)	(4)	(5)	(6)	
268	6289484	010817	मैसर्स अरविन्द प्लास्टिक्स (प्रा) लि., एफ एस नं. 80/1, नं. 35, मीलपत्थर एडीबी रोड, वालूथिम्मापुरम पंचायत, पेड्डापुरम, पूर्वी गोदावरी जिला 533 437	सिंचाई उपस्कर - सिंचाई तन्त्र के छिड़काव यन्त्र के लिए पॉलीइथाइलीन पाइप भाग I पॉलीइथाइलीन पाइप (पहला पुनरीक्षण)	14151 01	99
269	6289585	010829	मैसर्स रूंगटा ईरिगेशन लिमिटेड, टी.एस.नं. एफ-3/2/1, अडावीपलम गाँव, यनम यू टी आफ पाँडिचेरी 533 464	सिंचाई उपस्कर - सिंचाई लैटरल्स	12786	89
270	6289686	010828	मैसर्स अमरेश्वरी सीमेंट लि., पेडावीडू गाँव, माट्टमपल्ली मण्डल, नलगौडा जिला आ.प्र.	53 ग्रेड साधारण पोर्टलैंड सीमेंट	12269	87
271	6289787	010831	मैसर्स सुगंधम एक्वा वाटर सिस्टम्स, 212-1, रामास्वामीपुरम, परियावल्लिकुलम	पैकेज बन्द पेय जल (पैकेज बन्द प्राकृतिक मिनरल जल के अलावा)	14543	98
272	6289888	010904	मैसर्स सुजय ईरिगेशन प्राइवेट लिमिटेड, 86, मेन रोड, पेटेचन्नाप्पा इंड. एस्टेट, कामाक्षीपलाया, बंगलौर 560 079	सिंचाई उपस्कर - सर्जक	13487	92
273	6289989	010904	मैसर्स लिओ लिट्टल फ्लॉवर सिंग्स, एस.एफ.नं. 8/1, डी.नं. 1/220, लिट्टल फ्लॉवर एस्टेट, पेरियूर, पेरूमपरई पोस्ट, कोडैकनाल तालुक, डिण्डीगुल जिला 624 212	पैकेज बन्द पेय जल (पैकेज बन्द प्राकृतिक मिनरल जल के अलावा)	14543	98
274	6290065	010906	चालुक्या सीमेंट्स (प्रा) लि., कोल्लापति कन्नातूर पंचायत, विरालीमलई यूनियन, इल्लुपुर तालुक, पुडुकोट्टई जिला	43 ग्रेड साधारण पोर्टलैंड सीमेंट (पहला पुनरीक्षण)	08112	89
275	6290166	010904	मैसर्स आर्टिशियन सिंग, 231/1-डी कोवई रोड, करूर	पैकेज बन्द पेय जल (पैकेज बन्द प्राकृतिक मिनरल जल के अलावा)	14543	98
276	6290267	010907	मैसर्स मेघा एग्रोटेक प्रा लि., सर्वे नं. 196, बिल्लकहल्ली, एलाकेरे गाँव, भन्नेरघाटा रोड, बंगलौर 560 076	सिंचाई उपस्कर - सर्जक	13487	92
277	6290368	010901	देस्समा इंजीनियरिंग प्रा. लि., सर्वे नं. 518, किस्तापुर रोड, मेडचल 501 401	स्वचल उपयोग के लिए द्रवित पेट्रोलियम गैस (एलपीजी) के धारक	14899	00

(1)	(2)	(3)	(4)	(5)	(6)	
278	6290469	010906	जगदम्बा इंजीनियरिंग (प्रा) लि., डी-165, आईडीए, जीडिमेटला, हैदराबाद 500 05	तरलित पेट्रोलियम गैस (एलपीजी) सिलिण्डरों को छोड़कर सम्पीडित गैस सिलिण्डरों के लिए वाल्व फिटिंग (दूसरा पुनरीक्षण)	03224	79
279	6290570	010907	मैसर्स टेलीकॉम वायर्स एण्ड केबल्स, एम.एस. रामैया इंडस्ट्रियल एस्टेट, गोकुला, बंगलौर 560 054	सिंचाई उपस्कर - सर्जक	13487	92
280	6290671	010907	मैसर्स आर.के. मिनरल वाटर, एस. नं. 134, गुडिपल्लीपाडु गाँव, गेन्थकृपेठ मण्डल, नेल्लोर, नेल्लोर जिला	पैकेज बन्द पेय जल (पैकेज बन्द प्राकृतिक मिनरल जल के अलावा)	14543	98
281	6290772	010912	मैसर्स डायमंड एक्वा सिस्टम्स (प्रा) लि., प्लॉट नं. 124, केआईएडीबी इंड. एरिया, 2री स्टेज, मुन्त्रीगी, बेल्लारी 583 101	पैकेज बन्द पेय जल (पैकेज बन्द प्राकृतिक मिनरल जल के अलावा)	14543	98
282	6290873	010906	मैसर्स एंग्लो फ्रैन्च टैक्सटाइल्स, (पाँडिचेरी टैक्स. कारपो. की एक इकाई), (पाँडिचेरी सरकार का उपक्रम) कुड्डालोर रोड, मुदालियरपेट, पाँडिचेरी 605 004	सूती जालीदार कमीज का कपड़ा (दूसरा पुनरीक्षण)	01144	80
283	6290974	010907	मैसर्स सिरि सिंग्रस, प्लॉट नं. 23, इंडस्ट्रियल एस्टेट, सतरामपाडू, इलूरु 560 007	पैकेज बन्द पेय जल (पैकेज बन्द प्राकृतिक मिनरल जल के अलावा)	14543	98
284	6291067	010917	संगम स्टील वायर्स, सर्वे नं. 179 और 180, येल्लमपेट (गाँव) मंडचल (मंडल) आर आर जिला (आ प्र) विसाखापटनम जिला 500 003	पूर्व प्रतिबलित कं क्रीट के लिए गद्देदार तार (पहला पुनरीक्षण)	06003	83
285	6291168	010911	मैसर्स सामको एक्वा प्रा.लि., 12-2-709/1/1, करोलबाग, बेरबन (माहडीपठनम) हैदराबाद 500 028	पैकेज बन्द पेय जल (पैकेज बन्द प्राकृतिक मिनरल जल के अलावा)	14543	98
286	6291269	010907	मैसर्स आन्धा सिलिण्डर्स, (पाटनचेरु यूनिट) पतिगाँव, पाटनचेरु मण्डल मंडक जिला	अल्पदाब द्रवणीय गैसों के लिए 5-लिट्र से अधिक जलक्षमता वाले वेंलिट अल्प कार्बन इस्पात के सिलिण्डर भाग 1 एलपीजी सिलिण्डर (चौथा पुनरीक्षण)	03196 01	92
287	6291370	010907	राज लुब्रिकेन्ट्स (मद्रास) लि., 12, कैलासम स्ट्रीट, टॉण्डियारपेट, चेन्नई 600 081	अवरोधित खनिज रोधन तेल	12463	88

(1)	(2)	(3)	(4)	(5)	(6)	
288	6291471	010917	प्रकाश कॉटेज इंडस्ट्रीज, 54, एन.एस. कोरान स्ट्रीट, जयहिन्दपुरम, मद्रास 625 011	द्रवित पेट्रोलियम गैसों के साथ प्रयुक्त घरेलू गैस चूल्हे (चौथा पुनरीक्षण)	04246	92
289	6291572	010828	मैसर्स लाउशन्स इंजीनियरिंग वर्क्स, एसएफ नं. 355/1, लोना प्लास्टिक रोड, टीवीएस नगर, कोयम्बतूर 641 025 टीएन.	पावर प्रचालित, वायु-चालित छिड़काव यंत्र एवं भुरकन यन्त्र भाग 1 नैपसैक टाइप	07593 01	86
290	6291673	010906	स्किलटेक एप्लायंसेस प्रा.लि., केपीडब्ल्यू-v-522 बी, कीचेरी, अन्चमपीडिका पी.ओ., जिला कन्नूर 670 331	घरेलू और समान विद्युत साधित्रों की सुरक्षा भाग 2 विशेष अपेक्षाएं अनुभाग 3 विद्युत इस्तरी	00302 02	92
291	6291774	010919	डाल्मिया सीमेंट (भारत) लि., डाल्मिया पुरम 621 651	सल्फेट प्रतिरोधी पोर्टलैंड सीमेंट	12330	88
292	6291875	010917	श्री बजरंग इस्पात एण्ड प्लाइवुड लि., 271, वेल्लन्की गाँव, आनन्दपुरम मण्डल, विसाखापटनम जिला	ब्लॉक बोर्ड	01659	90
293	6291976	010924	पावर मोबाइल्स प. लि., नं. 9 मुगलीवक्कम रोड, पोन्नूर चेन्नई 600 116	कृषि कर्मों में छिड़काव और ऐसे ही उपयोगों के लिए छोट साइज के स्पार्क प्रज्ज्वलन इंजनों की कार्यकारिता	07347	74
294	6292069	010912	जनरल स्विंग मशीन वर्क्स, 1-7-177 बाकाराम हैदराबाद 500 020	घरेलू सिलाई मशीन - हेड - सामान्य अपेक्षाएं	14769	00
295	6292170	010919	मैसर्स मधु बेवरेजिज, शेड नं. 39, आईडीए, मालापुरम, हैदराबाद, आर.आर. जिला	पैकेज बन्द पेय जल (पैकेज बन्द प्राकृतिक मिनरल जल के अलावा)	14543	98
296	6292271	010926	नित्या एक्वा पाइप्स प्रा. लि., एस-7, टालको इंडस्ट्रियल एस्टेट, माधवराम, चेन्नई 600 060	पेयजल आपूर्ति के लिए गैर- प्लास्टिक पीवीसी पाइप (तीसरा पुनरीक्षण)	04985	00
297	6292372	010924	मैसर्स एन.एम. मिनरल्स इंडिया प्राइवेट लिमिटेड, VI/210 ए, मदकाथारा पी.ओ., त्रिसूर 680 651	पैकेज बन्द पेय जल (पैकेज बन्द प्राकृतिक मिनरल जल के अलावा)	14543	98

(1)	(2)	(3)	(4)	(5)	(6)	
298	6292473	010924	आशा एण्ड कम्पनी, 24, देवगा हाई स्कूल रोड, आर.एस. पुरम, कोयम्बतूर	पम्प-पुनर्योजी स्वच्छ ठण्डे पानी के लिए	08472	98
299	6292574	010925	रामाकृष्णा एण्ड कम्पनी 35, म्युनिसीपल कालोनी, पाँचवी गली, इरोड 638 011	गहराई से पानी निकालने के हथबरमे (पहला पुनरीक्षण)	09301	90
300	6292675	010919	मैसर्स प्रयाग न्यूट्री प्रॉडक्ट्स प्रा. लि., एस नं. 279 और 280, पेडुम्मागाडा, गगनपाबाद हैदराबाद 501 323	टॉफी (दूसरा पुनरीक्षण)	01667	81
301	6292776	010919	मैसर्स प्रयाग न्यूट्री प्रॉडक्ट्स प्रा. लि., एस नं. 279 और 280, पेडुम्मागाडा, गगनपाबाद हैदराबाद 501 323	तेज उबाल निर्मित चीनी मिष्ठान (दूसरा पुनरीक्षण)	01008	81
302	6292877	010917	ग्रे गोल्ड सीमेन्ट लि. माट्टमपल्ली गाँव और मण्डल, हाजारनगर तालुक, नलगौडा जिला - आ. प्र.	53 ग्रेड साधारण पोर्टलैंड सीमेंट	12269	87
303	6292978	010924	विन्सम प्लास्टिक्स, बिल्डिंग नं. टीएमसी/v/382 ए, ओल्मट्टम, थोंडूपाझा पी.ओ., इडुक्ई रोड, जिला इडुक्ई 685 584	पेयजल आपूर्ति के लिए गैर- प्लास्टिक पीवीसी पाइप (तीसरा पुनरीक्षण)	04985	00
304	6293071	010926	मैसर्स श्री मंजूनाथ फूड्स एंड पैकेजिंग प्रा.लि., प्लॉट नं. 33, करनाड इंड. एरिया, मुल्की, मंगलौर टी के (डी के) 574 154	पैकेज बन्द पेय जल (पैकेज बन्द प्राकृतिक मिनरल जल के अलावा)	14543	98
305	6293172	010925	मैसर्स धनसब इंडस्ट्रीज (इंडिया), एस.नं. 173/1, (नया नं. 2/417) पोरूर- कुन्दातूर रोड, गेरुगमबक्कम, श्रीपेरुम्बटूर तालुक काँचीपुरम जिला 602 101	पैकेज बन्द पेय जल (पैकेज बन्द प्राकृतिक मिनरल जल के अलावा)	14543	98
306	6293273	010924	मैसर्स रान इंडिया स्टील्स (प्रा) लि., एस.एफ.नं. 265/2ई, नल्लूर गाँव, करुन्डीपलायम पोस्ट, कन्दमपलायम (वाया), पारमति तालुक, नमाकल जिला 637 203	कंक्रीट प्रबलन के लिये उच्च सामर्थ्य विन्धापित इस्पात सरिए और तार	01786	85

(1)	(2)	(3)	(4)	(5)	(6)	
307	6293374	010925	एम्बेस्ट पम्प (इंडिया) प्रा. लि., एसएफ नं. 362/3बी, थण्डागम रोड, सोमैयमपलायम, कोयम्बतूर 641 108	कृषि कार्यों के लिए साफ ठण्डे पानी के मोनोसैट पम्प (पहला पुनरीक्षण)	09079	89
308	6293475	010925	मैसर्स हार्डी जन हार्ड-फूडस, प्लॉट नं. 51, अनगोल इंड.एस्टेट, खानपुर रोड, उदयाम्बग, बेलगाम 590 008	पैकेज बन्द पेय जल (पैकेज बन्द प्राकृतिक मिनरल जल के अलावा)	14543	98
309	6293576	010924	माशा केबल्स एण्ड कंडक्टर्स (प्रा) लि., न. 17, इंडस्ट्रियल एस्टेट, अम्बातूर, चेन्नई 600 058	शिरोपरि प्रेषण कार्यों के लिए एल्युमीनियम के चालक भाग 2 जस्तीकृत इस्पात प्रबलित एल्युमीनियम चालक (दूसरा पुनरीक्षण)	00398 02	96
310	6293677	010925	मैसर्स सिलेक्ट मिनरल वाटर, एसएफ नं. 203/9-ए, एम.सी रोड, पोडुगै सत्यमंगलम पोस्ट 632 114	पैकेज बन्द पेय जल (पैकेज बन्द प्राकृतिक मिनरल जल के अलावा)	14543	98

[सं. सीएमडी/13 : 11]

सतीश चन्द्र अपर महानिदेशक

New Delhi, the 28th January, 2002

S. O. 446.— In Pursuance of sub-regulation (5) of the Bureau of Indian Standards (Certification) Regulation 1988, of the Bureau of Indian Standards, hereby notifies the grant of licences particular of which are given in the following schedule:

THE SCHEDULE

Sl No.	Licence No.	Operative Date	Name and Address (Factory) of the Party	Title of the Standard	IS NO.	Part/ Sec.	Year
(1)	(2)	(3)	(4)	(5)	(6)		
1	6244967	001106	M/S. KALLARACKALS GOLD SUPER MARKET, NORTH KOTTACHERY, KANHANGAD, KASARAGOD DISTRICT.	GOLD AND GOLD ALLOYS, JEWELLERY/ARTEFACTS-FINENESS AND MARKING-SPECIFICATION (THIRD REVISION)	01417		99
2	6245080	001106	M/S. KALLARACKALS MAHARANI GOLD SUPER MARKET, M.G. ROAD, KASARAGOD	GOLD AND GOLD ALLOYS, JEWELLERY/ARTEFACTS - FINENESS AND MARKING - SPECIFICATION (THIRD REVISION)	01417		99
3	6245161	001113	M/S. NAYAGRA INDUSTRIES, 24, SHOBHA NAGAR K.R. PURAM, COIMBATORE. 641 006.	REGENERATIVE SELF PRIMING PUMPS FOR CLEAR, COLO, FRESH WATER	08472		98

(1)	(2)	(3)	(4)	(5)	(6)
4	6245262	001107	M/S. CAUVERY GRINDING & MANUFACTURING (P) LTD., SURVEY NO. 16 & 19/2 OFCHIKKAMARANAHALLY, MUDAL APALYA VILLAGE, NELAMANGALA TALUK, BANGALORE RURAL DISTRICT.	PORTLAND SLAG CEMENT (FOURTH REVISION)	00455 89
5	6245363	001116	M/S. C.S. INDUSTRIES, 41, SRI VENKATESWARACO- OPERATIVE INDUSTRIAL ESTATE, BALANAGAR, HYDERABAD. 500 037.	DEEPWELL HAND PUMPS (THIRD REVISION)	09301 90
6	6245464	001115	M/S. KALAHASTI CASTINGS LTD., RACHAGUNNERI, SRI KALAHASTHI MANDAL, CHITTOOR DISTRICT. A.P. 517 641.	CENTRIFUGALLY CAST (SPUN) DUCTILE IRON PRESSURE PIPES FOR WATER, GAS AND SEWAGE - SPECIFICATION (THIRD REVISION)	08329 00
7	6245565	001102	M/S. BRINDAVAN PHOSPHATE (P) LTD., NO.48 N, DODDABALLAPUR INDUSTRIAL AREA, DODDABALLAPUR. 561 203.	DICALCIUM PHOSPHATE, ANIMAL FEED GRADE (FAD)	05470 69
8	6245666	001113	M/S. RAVI KRISHNA CASTINGS, DINNEDEVARAPADU (VILLAGE), ANANTHAPUR ROAD, KURNOOL. 518 002.	SLUICE VALVES FOR WATER WORKS PURPOSES (50 to 300mm SIZE) (SIXTH REVISION) CED	00780 84
9	6245767	001113	M/S. SREE SRINIVASA INDUSTRIES, S.NO. 132-1, DINNEDEVARAPADU VILLAGE, GOOTY ROAD, NH-7, KURNOOL. 518 002.	SLUICE VALVES FOR WATER WORKS PURPOSES (50 to 300mm SIZE) (SIXTH REVISION) CED	00780 84
10	6245868	001113	M/S. SRI VENKATESHWARA INDUSTRIES, S.NO. 131-1, DINNEDEVARAPADU VILLAGE, GOOTY ROAD, NH-7, KURNOOL. 518 002.	SLUICE VALVES FOR WATER WORKS PURPOSES (50 to 300mm SIZE) (SIXTH REVISION) CED	00780 84
11	6245969	001031	M/S. PIONEER LATEX INDUSTRIES, P.B.NO.13, PALAPARAMBA ROAD, KUTHUPARAMBA, KANNUR DT. 670 643.	AMMONIA PRESERVED CONCENTRATED NATURAL RUBBER LATEX (FIRST REVISION) PCD	05430 81
12	6246062	001115	M/S. RAVI FOODS PVT. LTD., 7-4-112/1, KATTEDAN, MADHUBAN COLONY ROAD, HYDERABAD. RANGA REDDY DISTRICT. 500 077.	TOFFES (SECOND REVISION) FAD	01667 81
13	6246163	001115	M/S. RAVI FOODS PVT. LTD., 7-4-112/1, KATTEDAN, MADHUBAN COLONY ROAD, HYDERABAD. RANGA REDDY DISTRICT. 500 077.	BISCUITS (THIRD REVISION) FAD	01011 92

(1)	(2)	(3)	(4)	(5)	(6)	
14	6246264	001115	M/S. VENKATESWARA METAL REFINERY ALLOY & CO., NO.10/11, GIRIJA NAGAR, SATHUMANAGAR, CHENNAI. 600 019.	ZINC SULPHATE, HEPTAHYDRATE, AGRICULTURAL GRADE (FIRST REVISION) PCD	08249	94
15	6246365	001102	M/S. ALUKKAS JEWELLERY, M.G. ROAD, ERNAKULAM. 682 035.	GOLD AND GOLD ALLOYS, JEWELLERY/ARTEFACTS - FINENESS AND MARKING - SPECIFICATION (THIRD REVISION)	01417	99
16	6246466	001116	M/S. S.R.S. POLYMERS PVT LTD., C-46 & C-88 HEBBAL INDUSTRIAL ESTATE, MYSORE. KARNATAKA. 570 016.	SPECIFICATION FOR UNPLASTICISED PVC PIPES FOR POTABLE WATER SUPPLIES (SECOND REVISION) CED	04985	88
17	6246567	001114	M/S. THE MYSORE STONEWARE PIPES & POTTERIES LTD., SOLADEVANAHALLI, CHICKKA BANAVARA POST, HESARAGATTA HOBLI, BANGALORE NORTH, KARNATAKA STATE,	SALT GLAZED STONEWARE PIPES AND FITTINGS (FIFTH REVISION) CED	00651	92
18	6246668	001114	M/S. RAJARATHNAM'S JEWELS, B-12, DEVATHA PLAZA, RESIDENCY ROAD, BANGALORE. 560 025.	GOLD AND GOLD ALLOYS, JEWELLERY/ARTEFACTS - FINENESS AND MARKING - SPECIFICATION (THIRD REVISION) MTD	01417	99
19	6246769	001114	M/S. JAY INDUSTRIES, 456, SIDCO INDL. ESTATE, AMBATTUR, CHENNAI. 600 098.	ELECTRIC IRONS (FOURTH REVISION) ETD	00366	91
20	6246870	001114	M/S. JAY INDUSTRIES, 456, SIDCO INDL. ESTATE, AMBATTUR, CHENNAI. 600 098.	SAFETY OF HOUSEHOLD AND SIMILAR ELECTRICAL APPLIANCES : PART 2 PARTICULAR REQUIREMENTS, SEC 3, ELECTRIC IRON ETD	00302	02 92
21	6246971	001116	M/S. MALABAR COLLECTIONS GOLD SUPER MARKET, RAM MOHAN ROAD, CALICUT.	GOLD AND GOLD ALLOYS, JEWELLERY/ARTEFACTS - FINENESS AND MARKING - SPECIFICATION (THIRD REVISION) MTD	01417	99
22	6247064	001107	M/S. VENUS INDUSTRIAL PRODUCTS, PLOT NO. C-8, INDUSTRIAL ESTATE SURYAPET, NALGONDA DISTRICT. 508 214.	HIGH DENSITY POLYETHYLENE PIPES FOR WATER SUPPLY (FOURTH REVISION) CED	04984	95
23	6247165	001113	M/S. PRECISION AUTO PRODUCTS, JRD TATA INDUSTRIAL ESTATE, KANURU (V), VIJAYAWADA. 520 007.	SLUICE VALVES FOR WATER WORKS PURPOSES (50 to 300m SIZE) (SIXTH REVISION) CED	00780	84

(1)	(2)	(3)	(4)	(5)	(6)
24	6247266	001107	M/S. BALAJI INDUSTRIES & ENGINEERING CORPORATION, ROAD NO.3, SATELLITE INDL. ESTATE, BALANAGAR, HYDERABAD. 500 037.	DEEPWELL HANDPUMPS - COMPONENTS - STAINLESS STEEL HMD	14105 94
25	6247367	001113	M/S. CONSTRUCTIONAL ENGINEERS & BUILDERS, 1-8-582, INDUSTRIAL AREA, AZAMABAD, HYDERABAD. 500 020.	HORIZONTALLY CAST IRON DOUBLE FLANGED PIPES FOR WATER, GAS AND SEWAGE (FIRST REVISION) MTD	07181 86
26	6247468	001013	M/S. IND-TECH SERVICES, 2-132/4, ROAD NO.5, SHOBANA COLONY, BALANAGAR, HYDERABAD. 500 042.	DEEPWELL HANDPUMPS - COMPONENTS - STAINLESS STEEL HMD	14105 94
27	6247569	001007	M/S. HYDERABAD CHEMICAL PRODUCTS LTD., PLOT NO. 61 & 61, IDA, PASHAMYLARAM, MEDAK DISTRICT. 502 307.	FENVALERATE, EC FAD	11997 87
28	6247670	001114	M/S. NISHA CEMENTS, II/970, DHANI, AKATHATHARA VILLAGE, PALAKKAD (DIST.),	PORTLAND SLAG CEMENT (FOURTH REVISION) CED	00455 89
29	6247771	001113	M/S. SIGNET STEELS LIMITED, PLOT NO. 17 & 18, 'E' BLOCK, AUTONAGAR, VISAKHAPATNAM. 530 012.	SPECIFICATION FOR UNCOATED STRESS RELIEVED STRAND FOR PRESTRESSED CONCRETE (FIRST REVISION) CED	06006 83
30	6247872	001109	M/S. AGASTYA AGRO LIMITED, S.NO.47, MURAHARIPALLY, R.R. DISTRICT. 500 014.	DIMETHOATE EMULSIFIABLE CONCENTRATES (SECOND REVISION) FAD	03903 84
31	6247973	001113	M/S. APEX PRESSFABS (P) LTD., PLOT NO.172, IDA, BOLLARAM, JINNARAM (MANDAL), MEDAK DISTRICT.	DEEPWELL HAND PUMPS (THIRD REVISION) HMD	09301 90
32	6248066	001114	M/S. SREE VENKATESWARA ENGINEERING WORKS, 1-125, FATHENAGAR, HYDERABAD. 500 018.	DEEPWELL HANDPUMPS - COMPONENTS - LEADED TIN BRONZE HMD	14102 94
33	6248167	001106	M/S. MEGHA AGROTECH PVT LTD., NO.5, 6, & 7, BILAKAHAL LIVILLAGE, ARAKERE, MICO LAYOUT GATE, NEXT TO N.B.T. BRICK FACTORY, BANNERGHETTE MAIN RDAD, BANGALORE. 560 076.	IRRIGATION EQUIPMENT - POLYETHYLENE MICRO TUBES FOR DRIP IRRIGATION - SPECIFICATION	14482 97

(1)	(2)	(3)	(4)	(5)	(6)		
34	6248268	001125	M/S. SIDHARTHA ENTERPRISES, NO.64/3, CHIKKALASANDRA,SUBRAMANYA PURA MAIN ROAD, BANGALORE. 560 061.	DOMESTIC GAS STOVES FOR USE WITH LIQUEFIED PETROLEUM GASES (FOURTH REVISION)	04246		92
35	6248369	001031	M/S. RAAJYA LAKSHMI CASTINGS PVT LTD., PLOT NO. 209 & 212, D BLOCK,AUTONAGAR, VISAKHAPATNAM. 530 012.	CAST IRON DETACHABLE JOINTS FOR USE WITH ASBESTOS CEMENT PRESSURE PIPES (FIRST REVISION) MTD	08794		88
36	6248470	001115	M/S. MY HOME CEMENT INDUSTRIES LIMITED, MELLACHERUVU VILLAGE, SRINAGAR,KODAD TALUK, NALGONDA DISTRICT, A.P. 508 246.	PORTLAND POZZOLANA CEMENT: PART 1 FLYASH BASED (THIRD REVISION) CED	01489	01	91
37	6248571	001116	M/S. MALABAR JEWELLERS, THAZHEPALAM, TIRUR.	GOLD AND GOLD ALLOYS, JEWELLERY/ARTEFACTS - FINENESS AND MARKING - SPECIFICATION (THIRD REVISION) MTD	01417		99
38	6248672	001130	M/S. RAINBOW ENTERPRISES, F 1, INDUSTRIAL ESTATE,AMBATTUR, CHENNAI. 600 058.	SPECIFICATION FOR UNPLASTICISED PVC PIPES FOR POTABLE WATER SUPPLIES (SECOND REVISION) CED	04985		88
39	6248773	001115	M/S. ALWAYS TECHNO RUBBERS (P) LTD., INDUSTRIAL DEVELOPMENT AREA,ERUMATHALA P.O., ALWAYE. 683 105.	RUBBER, RAW, NATURAL (THIRD REVISION) PCD	04588		86
40	6248874	001130	M/S. KANYAKA PARAMASHWARI ENGINEERING LTD., UNIT II, SY. NO. 773, OPP:GANESH MANDIR,RUDRAM TQ.SANGAREDDY, MEDAK DISTRICT.	WELDED LOW CARBON STEEL CYLINDER EXCEEDING 5 LITRE WATER CAPACITY FOR LOW PRESSURE LIQUEFIABLE GASES: PART 1 CYLINDERS FOR LIQUEFIED PETROLEUM GAS (LPG) (FOURTH REVISION) HMD	03196	01	92
41	6248975	001201	M/S. M M CYLINDERS (P) LTD., B-18, IDA, RENIGUNTA, CHITTOOR DISTRICT. 517 520.	WELDED LOW CARBON STEEL CYLINDER EXCEEDING 5 LITRE WATER CAPACITY FOR LOW PRESSURE LIQUEFIABLE GASES: PART 1 CYLINDERS FOR LIQUEFIED PETROLEUM GAS (LPG) (FOURTH REVISION) HMD	03196	01	92
42	6249068	001130	M/S. KURNOOL CYLINDERS PVT LTD (UNIT II), SY. NO. 106, KOTHUR VILLAGE &MANDAL, MAHABOONAGAR DISTRICT. 509 228.	WELDED LOW CARBON STEEL CYLINDER EXCEEDING 5 LITRE WATER CAPACITY FOR LOW PRESSURE LIQUEFIABLE GASES: PART 1 CYLINDERS FOR LIQUEFIED PETROLEUM GAS (LPG) (FOURTH REVISION) HMD	03196	01	92

(1)	(2)	(3)	(4)	(5)	(6)		
43	6249169	001201	M/S. SAHUWALA CYLINDERS LTD (UNIT II), 245, 'D' BLOCK, AUTONAGAR, VISAKHAPATNAM. 530 012.	WELDED LOW CARBON STEEL CYLINDER EXCEEDING 5 LITRE WATER CAPACITY FOR LOW PRESSURE LIQUEFIABLE GASES: PART 1 CYLINDERS FOR LIQUEFIED PETROLEUM GAS (LPG) (FOURTH REVISION) HMD	03196	01	92
44	6249270	001201	M/S. WINFAB EQUIPMENTS PVT. LTD., SURVEY NO 518, KISTAPUR, MEDCHAL, R.R. DISTRICT. 501 401.	WELDED LOW CARBON STEEL CYLINDER EXCEEDING 5 LITRE WATER CAPACITY FOR LOW PRESSURE LIQUEFIABLE GASES: PART 1 CYLINDERS FOR LIQUEFIED PETROLEUM GAS (LPG) (FOURTH REVISION) HMD	03196	01	92
45	6249371	001125	M/S. THE JOSCO FASHION JEWELLERS, EAST FORT, THIRUVANANTHAPURAM.	GOLD AND GOLD ALLOYS, JEWELLERY/ARTEFACTS - FINENESS AND MARKING - SPECIFICATION (THIRD REVISION) MTD	01417		99
46	6249472	001125	M/S. SENTHIL MURUGAN JEWELLERS, 107, SOUTH AVANI MOOLA STREET, MADURAI. 625 001.	GOLD AND GOLD ALLOYS, JEWELLERY/ARTEFACTS - FINENESS AND MARKING - SPECIFICATION (THIRD REVISION) MTD	01417		99
47	6249573	001130	M/S. VERNY ENGINEERS PRIVATE LIMITED, SURVEY NO. 193/F, GAGILLAPUR, R.R. DISTRICT.	WELDED LOW CARBON STEEL CYLINDER EXCEEDING 5 LITRE WATER CAPACITY FOR LOW PRESSURE LIQUEFIABLE GASES: PART 1 CYLINDERS FOR LIQUEFIED PETROLEUM GAS (LPG) (FOURTH REVISION) HMD	03196	01	92
48	6249674	001125	M/S. JEEVEE FOODS PVT LTD., NO. 25, MARUTHI LAYOUT, KODIGEHALI, BANGALORE. 550 092.	MILK-CEREAL BASED WEANING FOODS (THIRD REVISION) FAD	01656		97
49	6249775	001129	M/S. BHARAT TEXTILES & PROOFING INDUSTRIES LTD., 994, SATHYAVEDU ROAD, SIRUPULAPET, KANDIGAI VILLAGE (VIA), GUMMIDIPOONDI TALUK.	COTTON DUCK (THIRD REVISION) TXD	01422		83
50	6249876	001018	M/S. TROPICAL AGROSYSTEM (INDIA) LIMITED, 530/2-B, VANAGRAM ROAD, AMBATTUR, CHENNAI, 600 058.	PESTICIDE - METALAXYL WS FAD	13641		92
51	6249977	001116	M/S. MALABAR COLLECTIONS GOLD SUPER MARKET, BANK ROAD, KANNUR.	GOLD AND GOLD ALLOYS, JEWELLERY/ARTEFACTS - FINENESS AND MARKING - SPECIFICATION (THIRD REVISION) MTD	01417		99

(1)	(2)	(3)	(4)	(5)	(6)	
52	6250053	001125	M/S. THOTTAN KUNJIPALU RAPPAI & BROS., HIGH ROAD, TRICHUR.	GOLD AND GOLD ALLOYS, JEWELLERY/ARTEFACTS - FINENESS AND MARKING - SPECIFICATION (THIRD REVISION) MTD	01417	99
53	6250154	001122	M/S. SRI KANAKA MAHALAKSHMI CEMENTS, RAVIVALASA (LAVERU) ROAD, CHEEPURUPALLI, VIZIANAGARAM DT., 535 128.	43 GRADE ORDINARY PORTLAND CEMENT (FIRST REVISION) CED	08112	89
54	6250255	001118	M/S. AUDITHIYA MINERAL TRADERS, KONDAPURAM (RS), CUDDAPAH DISTRICT. 516 444.	CHLORPYRIFOS EMULSIFIABLE CONCENTRATES FAD	08944	78
55	6250356	001101	M/S. RALCHEM LIMITED, IDA, PHASE II, PATANCHERU, MEDAK DISTRICT. 502 319	COPPER OXYCHLORIDE WATER DISPERSIBLE POWDER CONCENTRATES (SECOND REVISION) FAD	01507	77
56	6250457	001212	M/S. MADRAS CEMENTS LTD., METHOD VILLAGE, HDSADURGA TALUK, CHITRADURGA DISTRICT. 577 533.	43 GRADE ORDINARY PORTLAND CEMENT (FIRST REVISION) CED	08112	89
57	6250558	001212	M/S. NATHIELLA ANJANEYULU CHETTY & SON, NEW NO. 76 (OLD NO. 25), NORTH MADA STREET, MYLAPORE, CHENNAI. 600 004	GOLD AND GOLD ALLOYS, JEWELLERY/ARTEFACTS - FINENESS AND MARKING - SPECIFICATION (THIRD REVISION) MTD	01417	99
58	6250659	001031	M/S. MASTER VALVE INDUSTRIES, GNT ROAD, BOMMULURU, BAPULAPAOU MANDAL, VIA HANUMAN JUNCTION, KRISHNA DISTRICT. 521 105.	CAST IRON DETACHABLE JOINTS FOR USE WITH ASBESTOS CEMENT PRESSURE PIPES (FIRST REVISION) MTD	08794	88
59	6250760	001031	M/S. SRI JYOTHI INDUSTRIES, PLOT NO. 77, PHASE III, JAWAHAR AUTONAGAR, VIJAYAWADA. 520 007.	CAST IRON DETACHABLE JOINTS FOR USE WITH ASBESTOS CEMENT PRESSURE PIPES (FIRST REVISION) MTD	08794	88
60	6250861	001212	M/S. LARSEN AND TOUBRO LIMITED, KIADB INDUSTRIAL AREA, HEBBAL, HOOTAGALLI, MYSORE. 571 186.	ac Static watthour meters, class 1 and 2 ETD	13779	93
61	6250962	001212	M/S. AVATHAR JEWELLERS, 293, BIG BAZAR STREET, COIMBATORE. 641 001.	GOLD AND GOLD ALLOYS, JEWELLERY/ARTEFACTS - FINENESS AND MARKING - SPECIFICATION (THIRD REVISION) MTD	01417	99

(1)	(2)	(3)	(4)	(5)	(6)
62	6251055	001214	M/S. AARVEE INDUSTRIES, 73-B, LALBAHADUR NAGAR, LAKSHMIPURAM, PEELAMEDU, COIMBATORE. 641 004.	CENTRIFUGAL JET PUMPS (FIRST REVISION) HMD	12225 97
63	6251156	001213	M/S. DEEPANJAN TELECABLES PVT. LTD., 203-B, HEBBAL INDUSTRIAL AREA, BELAVADI PDST, MYSORE 571 186.	PVC INSULATED CABLES FOR WORKING VOLTAGES UPTO AND INCLUDING 1100V (THIRD REVISION)	00694 90
64	6251257	001214	M/S. GEM PRODUCTS, 464, KAMARAJAR ROAD, PEELAMEDU, COIMBATORE 641 004.	CENTRIFUGAL JET PUMP (FIRST REVISION)	12225 97
65	6251358	001214	M/S. SATHYA ENGINEERING COMPANY S.F. NO. 162, KAMADHENU NAGAR, AVARAMPALAYAM POST, COIMBATORE 641 006.	CENTRIFUGAL JET PUMP (FIRST REVISION)	12225 97
66	6251459	001213	M/S. D.A.R. JEWELLERY, 392, BIG BAZAR STREET, COIMBATORE. 641 001.	GOLD AND GOLD ALLOYS, JEWELLERY/ARTEFACTS - FINENESS AND MARKING SPECIFICATION (THIRD REVISION)	01417 99
67	6251560	001212	M/S. VISAKA CEMENT INDUSTRY LIMITED, S.NO. 50/1, MALKAPUR, TANDUR MANDAL, RANGAREDDY DISTRICT, ANDHRA PRADESH. 501 158.	33 GRADE ORDINARY PORTLAND CEMENT	00269 89
68	6251661	001213	M/S. RAJAM VASAVI CEMENT (P) LTD SANTHAVURITY (VILLAGE), G. SIGADAM (MANDAL) SRIKAKULAM DISTRICT.	53 GRADE ORDINARY PORTLAND CEMENT	12269 87
69	6251762	001227	M/S. USHA ARMOUR 248, 16TH MAIN, 2ND STAGE, BTM LAYOUT, BANGALORE 560 076.	SPECIFICATION FOR FIRE EXTINGUISHER, CARBONDIOXIDE TYPE (PORTABLE AND TROLLY MOUNTED) (SECOND REVISION)	02878 86
70	6251863	001219	M/S. NDF ENGINEERING PRIVATE LIMITED 3/1, BHARATHIAR ROAD, P.N. PALAYAM, COIMBATORE 641 037.	OPENWELL SUBMERSIBLE PUMPSETS	14220 94
71	6251964	001207	M/S. IND - TECH SERVICES, D.NO. 2-132/4, ROAD NO.5, SHDBANA COLONY, BALANAGAR, HYDERABAD. 500 042.	DEEPWELL HANDPUMPS - COMPONENTS - MILD STEEL	14103 94

(1)	(2)	(3)	(4)	(5)	(6)	
72	6252057	001129	M/S. NELLORE CASTINGS, GNT ROAD, PADUGUPADU, KOVUR, NELLORE DISTRICT. AP. 524 137.	HORIZONTALLY CAST IRON DOUBLE FLANGED PIPES FOR WATER, GAS AND SEWAGE (FIRST REVISION)	07181	86
73	6252158	001206	M/S. SUJAYA RUBBER INDUSTRIES, PIRIVUSALA, PALGHAT, COIMBATORE ROAD, 678 007.	FLEXIBLE RUBBER TUBING FOR LIQUEFIED PETROLEUM GAS (FIRST REVISION)	10908	91
74	6252259	001109	M/S. WINFIELD CHEMICALS INDIA LTD., C-14, INDUSTRIAL ESTATE, VIJAYAWADA.	ACEPHATE, SP	12916	90
75	6252360	000907	M/S. RATNA AGRO CHEMICALS (P) LTD., S. NO. 349, VELIMENEDU VILLAGE, CHITYAL MANDAL, NALGONDA DISTRICT.	COPPER OXYCHLORIDE WATER DISPERSIBLE POWDER CONCENTRATES (SECOND REVISION)	01507	77
76	6252461	001206	M/S. ROMEA FOAM P. LTD., NO. 36, CANAL ROAD, KOODAPAKKAM VILLAGE, VILLIANUR, PONDICHERY. 605 502.	FLEXIBLE LOAD BEARING POLYURETHANE FOAM COMPONENTS FOR VEHICLES	08255	76
77	6252562	001219	M/S. GEM PRODUCTS, 464, KAMARAJAR ROAD, PEELAMEDU, COIMBATORE 641 004.	MONOSET PUMPS FOR CLEAR, COLD WATER FOR AGRICULTURAL PURPOSES (FIRST REVISION)	09079	89
78	6252663	001222	M/S. JAYA BHARAT EQUIPMENTS PVT. LTD. TYPE III, SHED NO. 14- A, KUKKATPALLY INDUSTRIAL ESTATE, HYDERABAD. 500 072.	HYDRAULIC PROPS	8421	77
79	6252764	001219	M/S. SRI RAGHAVENDRA PLASTICS MARKET ROAD, NAKREKAL, NALGONDA DISTRICT. 508 211.	UNPLASTICISED PVC PIPES FOR POTABLE WATER SUPPLIES (SECOND REVISIO N)	04985	88
80	6252865	001221	M/S. CERA BOARDS & DOORS AP IV-490 B, PORT ROAD, AZHIKKAL, P.O. AZHIKODE, BALIAPATTAM, CANNANORE 670 009.	BLOCK BOARDS	01659	90
81	6252966	001221	M/S. CERA BOARDS & DOORS AP IV-490 B, PORT ROAD, AZHIKKAL, P.O. AZHIKODE, BALIAPATTAM, CANNANORE 670 009.	PLYWOOD FOR GENERAL PURPOSES (THIRD REVISION)	00303	89
82	6253059	010102	M/S. KARPAGAM AABARNA MALIGAI, NO. 7, CROSS CUT ROAD, GANDHIPURAM, COIMBATORE. 641 012.	GOLD AND GOLD ALLOYS, JEWELLERY/ARTEFACTS - FINENESS AND MARKING SPECIFICATION (THIRD REVISION)	01417	99

(1)	(2)	(3)	(4)	(5)	(6)	
83	6253160	010103	M/S. M S THANGAMALAGAI, 7, JANSI RANI COMPLEX, M S CORNER, MADURAI, 625 001.	GOLD AND GOLD ALLOYS, JEWELLERY/ARTEFACTS - FINENESS AND MARKING SPECIFICATION (THIRD REVISION)	01417	99
84	6253261	010103	M/S. GALAXY VIBROTRONICS LIMITED, 4-B, RAMASAMY NAIDU NAGAR, NEELIKONAM PALAYAM, COIMBATORE 641 033.	CENTRIFUGAL JET PUMP (FIRST REVISION)	12225	97
85	6253362	001219	M/S. SATYANARAYANA SPUN PIPE COMPANY PITHAPURAM ROAD, SARPAVARAM JUNCTION, KAKINADA 533 005.	PRECAST CONCRETE PIPES (WITH AND WITHOUT REINFORCEMENT) (THIRD REVI SION)	00458	88
86	6253463	001207	M/S. EMC CARBON BRUSH MANUFACTURING CO. PVT. LTD. 69/1 A, BEGUR HOBLI, BOMMANAHALLI, BANGALORE 560 068.	BRUSHES FOR ELECTRICAL MACHINES	13466	92
87	6253563	010103	M/S. SPENCER INDUSTRIES SITE NO. 37, ARANGA, NEAR TWAD BOARD, V.K. ROAD, PEELAMEDU, COIMBATORE 641 004.	MONOSET PUMPS FOR CLEAR, COLD WATER FOR AGRICULTURAL PURPOSES (FIRST REVISION)	09079	89
88	6253665	001227	M/S. HARSHA ENGINEERS, PLOT NO. 83/B1, PHASE I, IDA, JEE DIMETLA, HYDERABAD. 500 055.	DEEPWELL HANDPUMPS - COMPONENTS - LEADED TIN BRONZE	14102	94
89	6253766	001227	M/S. HARSHA ENGINEERS PLOT NO. 83/B1, PHASE I, IDA, JEE DIMETLA, HYDERABAD 500 055.	DEEPWELL HANDPUMPS - COMPONENTS - STAINLESS STEEL	14105	94
90	6260564	010524	M/S. JAY & JAY INDUSTRIES, 18, SHANTHI NAGAR MAIN ROAD, SHANTHI NAGAR, KORATTUR, CHENNAI. 600 080.	ALUMINIUM CONDUCTORS FOR OVERHEAD TRANSMISSION PURPOSES : PART 2 ALUMINIUM CONDUCTORS, GALVANIZED STEEL REINFORCED (SECOND REVISION)	00398	02 96
91	6260665	010517	M/S. MARK PVC PRODUCTS IX/672, PERINAD PANCHAYAT, CHITTUMALA BLOCK, CHANDANATHOPE PO, KOLLAM, KERALA STATE. 691 014.	SPECIFICATION FOR UNPLASTICISED PVC PIPES FOR POTABLE WATER SUPPLI ES (SECOND REVISION)	04985	88
92	6260766	010524	M/S. ALVITAS ELECTRICALS PVT LTD. PLOT NO. A-6, INDUSTRIAL ESTATE AMBATTUR, CHENNAI. 600 058.	ALUMINIUM CONDUCTORS FOR OVERHEAD TRANSMISSION PURPOSES : PART 2 ALUMINIUM CONDUCTORS, GALVANIZED STEEL REINFORCED (SECOND REVISION)	00398	02 96

(1)	(2)	(3)	(4)	(5)	(6)	
93	6261361	010305	M/S. HIRA CABLES EKP VIII/533 A, MUTTOM, THEKKEMURI, EAST KALLADA P.O., KOLLAM DISTRICT 691 502.	PVC INSULATED CABLES FOR WORKING VOLTAGES UPTO AND INCLUDING 1100V (THIRD REVISION)	00694	90
94	6261462	010307	M/S. G. DAS & CO. LTD., MELMANTHAI VILLAGE, ARIYANAYAGIPURAM, VILATHIKULAM TALUK. 628 901.	COMMON SALT FOR CHEMICAL INDUSTRIES (THIRD REVISION)	00797	82
95	6261563	010314	M/S. WIPRO LIMITED (LIGHTING DIVISION) ND. 105, HOOTAGALLI INDUSTRIAL AREA, MYSORE 571 186.	TUBULAR FLOURESCENT LAMPS FOR GENERAL LIGHTING SERVICE : PART 1 REQUIREMENTS AND TESTS (FIRST REVISION)	02418	01 77
96	6261664	010214	M/S. RASHTRIYA ISPAT NIGAM LIMITED, VISAKHAPATNAM STEEL PLANT, VISAKHAPATNAM. 530 031.	MILD STEEL FOR METAL ARC WELDING ELECTRODES (THIRD REVISION)	02879	98
97	6261967 6261967	010312	M/S. SREEJA CABLES VI/100A, POOTHAMKUTTY ROAD, KOKKUNUR, MDDKANNUR OR P.O. ALWAYE TALUK, ERNAKULAM DISTRICT 683 577.	PVC INSULATED CABLES FOR WORKING VOLTAGES UPTO AND INCLUDING 1100V (THIRD REVISION)	00694	90
98	6261765	010215	M/S. BALAJI INDUSTRIAL AND AGRICULTURAL CASTINGS 16, IDA, BALANAGAR, HYDERABAD 500 003.	DEEPWELL HANDPUMPS - COMPONENTS - LEADED TIN BRONZE	14102	94
99	6261866	010201	M/S. HARSHA ENGINEERS PLDT NO. 83/B 1, PHASE I, IDA JEEDEMETLA HYDERABAD 500 055.	DEEPWELL HANDPUMPS - COMPONENTS - MILD STEEL	14103	94
100	6262060	010319	M/S. HINDUSTAN CDCA-COLA BEVERAGES PVT LTD., PLDT NO. 18, BIDADI INDUSTRIAL AREA, BIDADI HDBLI, RAMNAGAR TQ., BANGALORE. 562 109.	PACKAGED DRINKING WATER (OTHER THAN PACKAGED NATURAL MINERAL)	14543	98
101	6262161	010215	M/S. UMA ENGINEERING WORKS B-11, TECHNOCRAT INDUSTRIAL ESTATE, PHASE II, BALANAGAR, HYDERABAD 500 037.	DEEPWELL HANDPUMPS - COMPONENTS - MILD STEEL	14103	94
102	6262262	010322	M/S. NATURAL WATERS CO., S.N.D. 368, MANCHIREVULA, RAJENDRANAGAR MANDAL, RANGA REDDY DISTRICT. AP.	PACKAGED DRINKING WATER (OTHER THAN PACKAGED NATURAL MINERAL)	14543	98

(1)	(2)	(3)	(4)	(5)	(6)	
103	6262363	010312	M/S. ARCH PLY N BOARDS BUILDING NO. MP II/114 C,KUNJATHUR P.O.,NEAR TALAPADY, KASARAGOD DISTRICT 671 323.	PLYWOOD FOR GENERAL PURPOSES (THIRD REVISION)	00303	89
104	6262464	010312	M/S. CHANDYSONS LATEX, VADAKKANCHERY, PALAKKAD.	AMMONIA PRESERVED CONCENTRATED NATURAL RUBBER LATEX (FIRST REVISION)	05430	81
105	6262565	010327	M/S. SAJO INDUSTRIES, 2/133, MAIKKADU,MAIKKADU P.O.,ALUVA TALUK, ERNAKULAM DISTRICT. 683 589.	PACKAGED DRINKING WATER (OTHER THAN PACKAGED NATURAL MINERAL)	14543	98
106	6262666	010328	M/S. NEYCEY AQUA PRIVATE LIMITED, PLOT NO.5,6,7, SY NO.275/3,275/4, IDEAL ENCLAVE,RAJESWARINAGAR, BANGALDRE. 560 098.	PACKAGED DRINKING WATER (OTHER THAN PACKAGED NATURAL MINERAL)	14543	98
107	6262767	010327	M/S. SRI VISHNU CYLINDERS SURVEY NO. 195/1.2 & 3,SHOLINGANALLUR VILLAGE,SHOLINGANALLUR,SAIDA PET TALUK, CHENNAI 600 119.	WELDED LDW CARBON STEEL CYLINDER EXCEEDING 5 LITRES WATER CAPACITY FOR LOW PRESSURE LIQUEFIABLE GASES: PART 1 CYLINDERS FOR LIQUEFIED PETROLEUM GAS(LPG)(FOURTH REVISION)	03196	01 96
108	6262868	010301	M/S. SAKTHI SUGARS LIMITED, SOYA DIVISION, MARCHINAICKENPALAYAM,AMBAR AMPALAYAM (P.O.), POLLACHI. 642 103.	TEXTURED PLANT PROTEIN FOODS PREPARED BY EXTRUSION COOKING	10038	81
109	6262969	010330	M/S. TWIN CITIES MINERAL WATERS PVT. LTD., PLOT NO.206/3 AND 207/1,PHASE - II, INDL DEVELOPMENTAREA,CHERLAPAL LY, HYDERABAD. 500 051.	PACKAGED DRINKING WATER (OTHER THAN PACKAGED NATURAL MINERAL)	14543	98
110	6263062	010330	M/S. ACER ENGINEERS PVT. LTD., CHINTALAPALLI VILLAGE,MANJEERA DAM ROAD,SANGAREDDY MANDAL, MEDAK DISTRICT.	PACKAGED DRINKING WATER (OTHER THAN PACKAGED NATURAL MINERAL)	14543	98
111	6263163	010330	M/S. VUMMANENI MINERAL WATERS PVT. LTD., PLOT NO.67 & 68, B BLOCK,IDA, AUTO NAGAR, VISAKHAPATNAM. 530 012.	PACKAGED DRINKING WATER (OTHER THAN PACKAGED NATURAL MINERAL)	14543	98
112	6263264	010331	M/S. MANMOHAN SALES & SERVICES PVT. LTD., C-5 UNIT, INDUSTRIAL ESTATE, VISAKHAPATNAM. 530 007.	PACKAGED DRINKING WATER (OTHER THAN PACKAGED NATURAL MINERAL)	14543	98

(1)	(2)	(3)	(4)	(5)	(6)
113	6263365	010331	M/S. MANJEERA MINERAL WATERS (PVT) LTD., FASALWADI, MANJEERA BARAGE, SANGAREDDY. 502 294.	PACKAGED DRINKING WATER (OTHER THAN PACKAGED NATURAL MINERAL)	14543 98
114	6263466	010326	M/S. NICE CABLE INDUSTRIES 32/1809, ALL COCHIN CORPORATION NETAJI ROAD, EDAPALLY P.O., COCHIN 682 024.	PVC INSULATED CABLES FOR WORKING VOLTAGES UPTO AND INCLUDING 1100V (THIRD REVISION)	00694 90
115	6263567	010321	M/S. CHAMUNDI FOODS (P) LIMITED, 125-E, KOVAI MAIN ROAD, VELLAKOVIL. 638 111.	BISCUITS (THIRD REVISION)	01011 92
116	6263668	010331	M/S. SRI AMMAN MINERAL WATERS (P) LTD., SF. NO. 219/2- IRUTTUPALLAM, MATHAVARAYA PURAM, SIRUVANI MAIN ROAD, COIMBATORE. 641 114.	PACKAGED DRINKING WATER (OTHER THAN PACKAGED NATURAL MINERAL)	14543 98
117	6263769	010330	M/S. SPRING FOODS INDIA PVT. LTD., VEMULAVALASA, ANANDAPURAM MANDAL, VISAKHAPATNAM. 531 163.	PACKAGED DRINKING WATER (OTHER THAN PACKAGED NATURAL MINERAL)	14543 98
118	6263870	010326	M/S. POWER SAFE CABLES P.O. PATHIRIYAD, VENGAD PANCHAYATH, KANNUR DISTRICT 670 741.	PVC INSULATED CABLES FOR WORKING VOLTAGES UPTO AND INCLUDING 1100V (THIRD REVISION)	00694 90
119	6263971	010215	M/S. JANANI INDUSTRIES 2/197, ARASAMARA THOTTAM, PERUMAL KOIL STREET (SOUTH), VENKITAPURAM, COIMBATORE 641 014.	PUMPS - REGENERATIVE FOR CLEAR, COLD WATER (FIRST REVISION)	08472 98
120	6264064	010328	M/S. DUCK WORTH FLAVOURS (INDIA) PVT. LTD., 54, KANNAYAKANA AGRAHARA, ANEKAL TQ., ANJANAPURA POST, BANGALORE. 560 062.	CARAMEL (SECOND REVISION)	04467 96
121	6264165	010402	M/S. SHARON VENEERS PVT. LTD. 48, KM STORE, GNT ROAD, CHINNAOBULAPURAM, GUMMIDIPOONDI 601 201.	PLYWOOD FOR GENERAL PURPOSES (THIRD REVISION)	00303 89
122	6264266	010403	M/S. KANNA INDUSTRIES LTD. 5 & 6, INDUSTRIAL ESTATE, SIDCO, SALEM DISTRICT METTURDAM 636 402.	SPECIFICATION FOR UNPLASTICISED PVC PIPES FOR POTABLE WATER SUPPLIES (SECOND REVISION)	04985 88

(1)	(2)	(3)	(4)	(5)	(6)	
123	6264367	010404	M/S. MARVEL BEVERAGES PVT. LTD., S.NO. 13/E, KOCHAVARAM VILLAGEN.H. 7, TOOPRAN MANDAL, MEDAK DISTRICT.	PACKAGED DRINKING WATER (OTHER THAN PACKAGED NATURAL MINERAL)	14543	98
124	6264468	010327	M/S. ELEGANT PRODUCTS PVT. LTD. SURVEY NO. 139, KUNTUR VILLAGEHAYATNAGAR MANDAL, R.R. DISTRICT	WOODEN FLUSH DOOR SHUTTERS (SOLID CORE TYPE): PART 1 PLYWOOD FACE PANELS (FIFTH REVISION)	02202	01 99
125	6264569	010404	M/S. TECHNO PACK PVT. LTD., PUDRARAM VILLAGE,PATANCHERU MANDAL, MEDAK DISTRICT.	PACKAGED DRINKING WATER (OTHER THAN PACKAGED NATURAL MINERAL)	14543	98
126	6264670	010402	M/S. EASTERN MATTRESSES (P) LTD., MANAKKAD PANCHAYAT,3/33 & 34, PUTHUPERIYARAM P.O.,THODUPUZZHA, IDUKKI DISTRICT.	RUBBERIZED COIR SHEETS FOR CUSHIONING (FIRST REVISION)	08391	87
127	6264771	010403	M/S. A.K.M.N. CYLINDERS (P) LTD SP NO. 13/1, 13/2, DOOR NO. 48MELCHANDAPALAYAM,MUSIRI P.O., TRICHY DISTRICT 621 211.	WELDED LOW CARBON STEEL CYLINDER EXCEEDING 5 LITRE WATER CAPACITY FOR LOW PRESSURE LIQUEFIABLE GASES PART 1 CYLINDERS FOR LIQUEFIED PETROLEUM GAS (LPG) (FOURTH REVISION)	03196	01 92
128	6264872	010404	M/S. MAHADEV VIDYUT UDYOG PVT LTD. 29, JCW INDUSTRIAL ESTATE,11TH KM, KANAKAPURAM ROAD, BANGALORE 560 062.	WINDING WIRES FOR SUBMERCIBLE MOTORS: PART 4 SPECIFICATION FOR IND IVIDUAL WIRES, SECTION 3 POLYESTER AND POLYPROPYLENE INSULATED WIN DING WIRES (FIRST REVISION)	08783	04 95
129	6264973	010402	M/S. BLUE SEA CHEMICALS (INDIA) PVT. LTD., DOOR NO.338A, THIRUMALABHAGOM(P.O.), THURAVOOR, ALAPPUZZHA (DIST), 688 540.	COPPER SULPHATE (SECOND REVISION)	00261	82
130	6265066	010402	M/S. VISAKHA WIRE ROPES LTD. D-15 & D-16 AUTO NAGAR VISAKHAPATNAM 530 012.	STEEL WIRE ROPES FOR GENERAL ENGINEERING PURPOSES (THIRD REVISION)	02266	89
131	6265167	010402	M/S. TIRUPATI ELECTRODES, SHED NO.D/1, PLOT NO.22, IDA,KATTEDAN, HYDERABAD (A.P.),	COVERED ELECTRODES FOR MANUAL METAL ARC WELDING OF CARBON AND CARBON MANGANESE STEEL (FIFTH REVISION)	00814	91
132	6265268	010402	M/S. SRI VIJAYALAKSHMI JEWELLERS, SHOP NO.4, CORPORATION BUSINESSCENTRE,N.H. ROAD, COIMBATORE. 641 001.	GOLD AND GOLD ALLOYS, JEWELLERY/ARTEFACTS - FINENESS AND MARKING - SPECIFICATION (THIRD REVISION)	01417	99

(1)	(2)	(3)	(4)	(5)	(6)		
133	6265369	010319	M/S. JOSE BROTHERS JEWELLERY, KARIPPADATH GOVINDAN BUILDING, VATANPPILLY.	GOLD AND GOLD ALLOYS, JEWELLERY/ARTEFACTS - FINENESS AND MARKING - SPECIFICATION (THIRD REVISION)	01417		99
134	6265470	010403	M/S. JIN-JA CABLES 2/412 A, KARUKUTTY PANCHAYATHKARAYAMPARAMBU, KARUKUTTY P.D., ERNAKULAM DISTRICT 683 576.	PVC INSULATED CABLES FOR WORKING VOLTAGES UPTO AND INCLUDING 1100V (THIRD REVISION)	00694		90
135	6265571	010403	M/S. CASCADE ELECTRO THERMICS PVT. LTD NO. 3, CASCADE LAYOUT, LUNA NAGAR, THADAGAM ROAD, COIMBATORE 641 025.	ELECTRIC INSTANTANEOUS WATER HEATERS (SECOND REVISION)	08978		92
136	6265672	010417	M/S. WATERFLOW INDUSTRIES 67, JAWAHAR STREET, RATHINAPURI, COIMBATORE 641 027.	PUMPS - REGENERATIVE FOR CLEAR, COLD WATER (FIRST REVISION)	08472		98
137	8265773	010417	M/S. NEERAKKAL GLOVES PRIVATE LIMITED, VIII/275A, MARANGATTUPILLY P.O. KOTTATAM.	DISPOSABLE SURGICAL RUBBER GLOVES	13422		92
138	6265874	010417	M/S. SARADA AGRO ENGINEERING PRODUCTS 189, PLASSEY LINES, BOWERPALLY, SECUNDERABAD 500 011.	SOLID BIO-MASS CHULHA: PART 1 PORTABLE (METALLIC)	13152	01	91
139	6265975	010424	M/S. CARESS INDUSTRIES, 302 & 303, HOSPITAL ROAD, KAVINDAPADI, BHAVANI TALUK, ERDDE. 638 455.	COPPER SULPHATE (SECOND REVISION)	00261		82
140	6266068	010417	M/S. VUMMIDI BANGARU SRIHARI SONS, NO. 11, NAGESWARA RAO ROAD, PANAGAL PARK, T. NAGAR, CHENNAI. 600 017.	GOLD AND GOLD ALLOYS, JEWELLERY/ARTEFACTS - FINENESS AND MARKING - SPECIFICATION (THIRD REVISION)	01417		99
141	6266169	010417	M/S. SRI RAM WOOD PRODUCTS (P) LTD. YETHAPALEM, ARIPAKA, SABBAVARAM (MANDAL), VISAKHAPATNAM (DISTRICT).	WOODEN FLUSH DOOR SHUTTERS (SOLID CORE TYPE): PART 1 PLYWOOD FACE PANELS (FIFTH REVISION)	02202	01	99
142	6266270	010424	M/S. TITANIUM EQUIPMENT AND ANODE MFG. CO. LTD., G.S.T. SALAI, VANDALUR, CHENNAI. 600 048.	PACKAGED DRINKING WATER (OTHER THAN PACKAGED NATURAL MINERAL)	14543		98

(1)	(2)	(3)	(4)	(5)	(6)	
143	6266371	010425	M/S. OM SHAKTHI INDUSTRIES LIMITED, GST ROAD,VANDALUR,SURVEY NO.240A/1A2, CHENNAI. 600 048.	PACKAGED DRINKING WATER (OTHER THAN PACKAGED NATURAL MINERAL)	14543	98
144	6266472	010402	M/S. SUJAYA RUBBER INDUSTRIES, PIRIVUSALA, PALGHAT. 678 007.	RUBBER MATS FOR ELECTRICAL PURPOSES	05424	69
145	6266573	010420	M/S. EVEREADY INDUSTRIES INDIA LTD. DEVELOPED PLOT NO. 1,INDUSTRIAL ESTATE,GUINDY, CHENNAI 600 032.	MULTIPURPOSE DRY BATTERIES (FIRST REVISION)	08144	97
146	6266674	010426	M/S. SOUTHERN INSECTICIDES & FERTILIZERS, NO.1A/2, INDUSTRIAL ESTATE,SIDCO,AMBATTUR, CHENNAI. 600 098.	DICHLORVOS EMULSIFIABLE CONCENTRATES (FIRST REVISION)	05277	78
147	6266775	010426	M/S. PERFECT METERS (P) LTD. 25, SAMUPURI MUDALIAR STREET,T V PADI, PONNERI 601 204.	ac WATTHOUR METERS, CLASS 0.5, 1 AND 2	13010	90
148	6266876	010420	M/S. INTERNATIONAL FIBREGLASS PRODUCTS PVT. LTD., 118/B, BOMMASANDRA INDUSTRIALAREA,ANEKAL TALUK, BANGALORE 562 158.	PROTECTIVE HELMETS FOR MOTOR CYCLE RIDERS (THIRD REVISION)	04151	93
149	6266977	010430	M/S. HIMALAYAN CHEMICALS, 35/18, II MAIN ROAD,CIT NAGAR, CHENNAI. 600 035.	SYNTHETIC FOOD COLOUR PREPARATIONS AND MIXTURES (SECOND REVISION)	05346	94
150	6267070	010426	M/S. JAI KISAN AGRO EQUIPMENT PVT LTD., PLOT NO.14(1),KOLHAR INDUSTRIAL AREA,BIDAR-HUMMABAD ROAD, BIDAR. 585 003.	CROP PROTECTION EQUIPMENT - ROCKER SPRAYER (FOURTH REVISION)	03062	95
151	6267171	010417	M/S. DECCAN CEMENTS LIMITED, BHAVANIPURAM,NALGONDA DISTRICT-AP PO JANPAHAD 508 218.	PORTLAND POZZOLANA CEMENT PART 1 FLYASH BASES (THIRD REVISION)	01489	01 91
152	6267272	010420	M/S. ABM INDUSTRIES NO. 65-A-5, HOOTAGALLI INDUSTRIAL AREA, MYSORE 571 186.	PVC INSULATED CABLES FOR WORKING VOLTAGES UPTO AND INCLUDING 1100V (THIRD REVISION)	00694	90

(1)	(2)	(3)	(4)	(5)	(6)	
153	6267373	010501	M/S. S & S POWER CONDUCTORS 16, EARIKARAI STREET, ASHOK NAGAR, CHENNAI. 600 083.	THREE-PIN PLUGS MADE OF RESILIENT MATERIAL	06538	71
154	6267474	010426	M/S. KURNDOL CYLINDERS PVT. LTD., SY. NO. 106, KOTHUR VILLAGE &MANDAL, MAHABOBNAGAR GISTRICK.	WELDED LOW CARBON STEEL CYLINDER EXCEEDING 5 LITRE WATER CAPACITY FOR LOW PRESSURE LIQUEFIABLE GASES: PART 1 CYLINDERS FOR LIQUEFIED PETROLEUM GAS (LPG) (FOURTH REVISION)	03196	01 92
155	6267575	010504	M/S. DURGA TRANSMISSION (P) LTD. F/4- INDUSTRIAL ESTATE, PASE 2, BOMMALA SATRAM, KURNOOL DISTRICT, AP. NANDAYAL. 518 502.	ALUMINIUM CONDUCTORS FOR OVERHEAD TRANSMISSION PURPOSES : PART 1 ALUMINIUM STRANDED CONDUCTORS (THIRD REVISION)	00398	01 96
156	6267676	010504	M/S. DURGA TRANSMISSION (P) LTD. F/4- INDUSTRIAL ESTATE, PASE 2, BOMMALA SATRAM, KURNOOL DISTRICT, AP. NANDAYAL. 518 502.	ALUMINIUM CONDUCTORS FOR OVERHEAD TRANSMISSION PURPOSES : PART 4 ALUMINIUM ALLOY STRANDED CONDUCTORS (ALUMINIUM - MAGNESIUM -SILICON TYPE) (THIRD REVISION)	00398	04 94
157	6267777	010509	M/S. AVENIR POWER TECHNOLOGIES PVT. LTD. 5-246/5, 1 FLOOR, H P ROAD, MOOSAPET, HYDERABAD. 500 018.	ac STATIC WATTHOUR METERS, CLASS 1 AND 2	13779	93
158	6267878	010501	M/S. ERENA TECHNOLOGIES (INDIA). 52, 1 CRDSS, KAREEMSAB LAYOUT ROAD, DODDANNA INDUSTRIAL ESTATE, NEAR PEENYA II STAGE, BANGALORE 560 091.	SOLAR FLAT PLATE COLLECTOR: PART 1 REQUIREMENTS (FIRST REVISION)	12933	01 92
159	6267979	010502	M/S. PIONEER INDUSTRY B-1, INDUSTRIAL ESTATE, PUDUR, MADURAI 625 007.	CENTRIFUGAL JET PUMP (FIRST REVISION)	12225	97
160	6268072	010503	M/S. LEELAKRISHNA INDUSTRIES 324-A, V.K. ROAD, PEELAMEDU, COIMBATORE 641 004.	CENTRIFUGAL JET PUMP (FIRST REVISION)	12225	97
161	6268173	010502	M/S. JAGHAS ENGINEERING EQUIPMENTS, 167, AMMANKULAM ROAD, P.N. PALAYAM, COIMBATORE 641 037.	MDTORS FOR SUBMERSIBLE PUMPSETS (FIRST REVISION)	09293	95
162	6268274	010514	M/S. DEEPAK AQUA FLOWS PVT LTD., MAARIKA YALASA VILLAGE, PARADESIPALEM PO., VISAKHAPATNAM. 531 163.	PACKAGED DRINKING WATER (OTHER THAN PACKAGED NATURAL MINERAL)	14543	98

(1)	(2)	(3)	(4)	(5)	(6)
163	6268375	010515	M/S. POORVI ENTERPRISES, PLOT NO.162/C, IDA,CHERLAPALLY, PHASE II,RANGA REDDY DISTRICT. AP.	PACKAGED DRINKING WATER (OTHER THAN PACKAGED NATURAL MINERAL)	14543 98
164	6268476	010402	M/S. PREMIER DEEPWELL HANDPUMPS PVT. LTD. PLOT NO. 42, SRI VENKATESWARACO.OPERATIVE INDUSTRIAL ESTATE,BALANAGAR, HYDERABAD 500 037.	DEEPWELL HANDPUMPS - COMPONENTS - MILD STEEL	14103 94
165	6268577	010420	M/S. SAI KRUPA ENGINEERS 4-91/3, MADHAVI NAGAR,FEROZGUDA, BEHIND SAMRAT HOTEL,BALANAGAR, HYDERABAD 500 011.	DEEPWELL HANDPUMPS - COMPONENTS - STAINLESS STEEL	14105 94
166	6268678	010228	M/S. C.S. INDUSTRIES. 41, SRI VENKATESWARA CO.OPERATIVE INDUSTRIAL ESTATE,OPP. IDPL (R&D),BALANAGAR, HYDERABAD 500 037.	DEEPWELL HANDPUMPS - COMPONENTS - STAINLESS STEEL	14105 94
167	6268779	010228	M/S. C.S. INDUSTRIES. 41, SRI VENKATESWARA CO.OPERATIVE INDUSTRIAL ESTATE,OPP. IDPL (R&D),BALANAGAR, HYDERABAD 500 037.	DEEPWELL HANDPUMPS - COMPONENTS - LEADED TIN BRONZE	14102 94
168	6268880	010515	M/S. SUPRAJA FOODS (P) LTD., D BLOCK, 137, AUTONAGAR, VISAKHAPATNAM.	PACKAGED DRINKING WATER (OTHER THAN PACKAGED NATURAL MINERAL)	14543 98
169	6268981	010504	M/S. KALLIPARA ELECTRODES PVT LTD., 99/1B, KRISHNA NAGAR, PENAMALURU. 521 139.	COVERED ELECTRODES FOR MANUAL METAL ARC WELDING OF CARBON AND CARBON MANGANESE STEEL (FIFTH REVISION)	00814 91
170	6269074	010504	M/S. RAMPRAKASH INDUSTRIES, S.F.NO.483/1, ACHANKULAM ROAD,MUTHUGOUNDANPUDUR POST,PALLADAM, COIMBATORE. 641 406.	SUBMERSIBLE PUMPSETS (FIRST REVISION)	08034 89
171	6269175	010509	M/S. AGNI STEELS LIMITED (UNIT- C),, SF NO.497/1, NATTUKKAL,NALALAPILLY VILLAGE,CHITUR TALUK,PALAKKAD DISTRICT. 678 554.	CARBON STEEL CAST BILLET INGOTS BILLETS, BLOOMS AND SLABS FOR RE- ROLLING INTO STEEL FOR GENERAL STRUCTURAL PURPOSES (SECOND REVN.)	02830 92

(1)	(2)	(3)	(4)	(5)	(6)	
172	6269276	010514	M/S. KASIYANANTHA COOKING RANGES PVT. LTD., NO. 5, SIDCO INDUSTRIAL ESTATE, PETTAI, TIRUNELVELI. 627 010.	DOMESTIC GAS STOVES FOR USE WITH LIQUEFIED PETROLEUM GASES - (FOURTH REVISION)	04246	92
173	6269377	010504	M/S. TCM LIMITED, R.S. NO. 651/26, MULLAKADU, TUTICORIN. 628 008.	COPPER SULPHATE (SECOND REVISION)	00261	82
174	6269478	010502	M/S. MANEPALLY JEWELLERS, 3-4-14, MAHANKALI STREET, SECUNDERABAD. 500 003.	GOLD AND GOLD ALLOYS, JEWELLERY/ARTEFACTS - FINENESS AND MARKING - SPECIFICATION (THIRD REVISION)	01417	99
175	6269579	010514	M/S. BRINDAVAN PHOSPHATE PRIVATE LIMITED., NO. 48/N, DODDABALLAPUR INDUSTRIAL AREA, BIDAR-HUMMABAD ROAD, DODDABALLPUR. 561 203.	MINERAL MIXTURES FOR SUPPLEMENTING POULTRY FEEDS (FIRST REVISION)	05672	92
176	6269680	010518	M/S. PRESTIGE BOARD (P) LTD. BP I-187 C, MILL ROAD, BALIAPATTAM P.O., KANNUR DISTRICT 670 010.	BLOCK BOARDS (THIRD REVISION)	01659	90
177	6269781	010504	M/S. SOUTHERN IRON AND STEEL COMPANY LIMITED, POTTERNERI, MADURAI, SALEM DISTRICT. 636 453.	HIGH STRENGTH DEFORMED STEEL BARS AND WIRES FOR CONCRETE REINFORCEMENT (THIRD REVISION)	01786	85
178	6269882	010425	M/S. E.I. DUPONT INDIA LIMITED, C/O. E.I.D. PARRY (INDIA) LTD., RANIPET. 632 401.	CYPERMETHRIN, EC	12016	87
179	6269983	010426	M/S. E.I. DUPONT INDIA LIMITED, C/O. E.I.D. PARRY (INDIA) LTD., RANIPET. 632 401.	CHLORPYRIFOS EMULSIFIABLE CONCENTRATES	08944	78
180	6270059	010527	M/S. PEPSICO INDIA HOLDINGS PRIVATE LIMITED, 34th KM STONE, NH 4, VILLAGE- TEPPADA BEGUR, NELAMANGALA, BANGALORE RURAL, BANGALORE. 563 123.	PACKAGED DRINKING WATER (OTHER THAN PACKAGED NATURAL MINERAL)	14543	98
181	6270160	010524	M/S. S.R. MINERAL WATER PVT LTD., SRINIVASA FARM, ANNOOR VILLAGE, PONNERI TALUK, THIRUVALLUR DISTRICT, CHENNAI. 600 067.	PACKAGED DRINKING WATER (OTHER THAN PACKAGED NATURAL MINERAL)	14543	98
182	6270261	010522	M/S. THE TRAVANCORE CEMENTS LIMITED NATAKOM, KOTTAYAM. 686 013.	43 GRADE ORDINARY PORTLAND CEMENT (FIRST REVISION)	08112	89

(1)	(2)	(3)	(4)	(5)	(6)	
183	6270362	010527	M/S. PRIMA BEVERAGES PRIVATE LIMITED, BLOCK NO.35, INDUSTRIAL DEVELOPMENT AREA, VAZHAKULAM, EDATHALA, ALUVA, ERUMATHALA PO., ERNAKULAM DISTRICT. 683 105.	PACKAGED DRINKING WATER (OTHER THAN PACKAGED NATURAL MINERAL)	14543	98
184	6270463	010504	M/S. ASIAN PIPE, SF NO.10/1, ATHIPALAYAM ROAD, CHINNAVEDAMPATTI, GANA PATHY, COIMBATORE. 641 006.	IRRIGATION - EQUIPMENT POLYETHYLENE PIPES FOR IRRIGATION LATERALS	12786	89
185	6270867	010525	M/S. SOBHAG ALUMINIUM PVT LTD. B-11(E), SIPCOT INDUSTRIAL COMPLEX, GUMMIDIPOONDI. 601 201.	ALUMINIUM CONDUCTORS FOR OVERHEAD TRANSMISSION PURPOSES : PART 2 ALUMINIUM CONDUCTORS, GALVANIZED STEEL REINFORCED (SECOND REVISION)	00398	02 96
186	6270968	010524	M/S. GAMA CABLES & CONDUCTORS PVT. LTD. 24-113/2 AND 24-113/3, IDA, UPPAL, R.R. DISTRICT HYDERABAD. 500 039.	ALUMINIUM CONDUCTORS FOR OVERHEAD TRANSMISSION PURPOSES : PART 4 ALUMINIUM ALLOY STRANDED CONDUCTORS (ALUMINIUM - MAGNESIUM - SILICON TYPE) (THIRD REVISION)	00398	04 94
187	6271061	010523	M/S. MEGA-TECH CHAINS PVT. LTD. NO.5, NATESAN NAGAR, AYANAMBAKKAM, CHENNAI. 602 102.	SHORT PITCH TRANSMISSION PRECISION STEEL ROLLER CHAINS AND CHAIN WHEELS (SECOND REVISION)	02403	91
188	6271162	010420	M/S. BALAJI INDUSTRIES & ENGINEERING CORPORATION ROAD NO. 3, SATTELLITE INDUSTRIAL ESTATE, BALANAGAR, HYDERABAD 500 037.	DEEPWELL HANDPUMPS - COMPONENTS - MILD STEEL	14103	94
189	6271263	010524	M/S. JAY-R AQUA FOODS (INDIA) PVT. LTD., SHED NO.3, SIDCO INDL. ESTATE, ARIYAMANGALAM, TRICHY. 620 010.	PACKAGED DRINKING WATER (OTHER THAN PACKAGED NATURAL MINERAL)	14543	98
190	6271364	010527	M/S. RAJA STEELS PRIVATE LIMITED, 123/1, THIRUMALAYAMPALAYAM, MADUKARAI, COIMBATORE. 641 105.	HIGH STRENGTH DEFORMED STEEL BARS AND WIRES FOR CONCRETE REINFORCEMENT (THIRD REVISION)	01786	85
191	6281771	010627	M/S. SWAMY CONCRETE PRODUCTS ND. 46, II STAGE, MIG KHB CDLONYBASAVESHWARA NAGAR, BANGALORE 560 0079	PRECAST CONCRETE PIPES (WITH AND WITHOUT REINFORCEMENT) (THIRD REVISION)	00458	88
192	6281872	010628	M/S. J.B. AQUIFER PVT. LTD., 10/1, AMARJYOTHI LAYDUT, OFF RING ROAD, DOMLUR, BANGALORE. 560 071.	PACKAGED DRINKING WATER (OTHER THAN PACKAGED NATURAL MINERAL WATER)	14543	98

(1)	(2)	(3)	(4)	(5)	(6)	
193	6281973	010627	M/S. TULSI MANUFACTURING INDUSTRY SURVEY NO. 209/B, PATIGHANPUR, PATANCHERU MANDAL, MEDAK DISTRICT	STEEL BUTT HINGES (SIXTH REVISION)	01341	92
194	6282066	010629	M/S. SRI TIRUMALESA INDUSTRIES, S.NO.540/2, OPP. KENDRIYA VIDYALAYA, NALLAPADU, GUNTUR. 622 005.	PACKAGED DRINKING WATER (THER THAN PACKAGED NATURAL MINERAL WATER)	14543	98
195	6282167	010702	M/S. R.R. FOODS & BEVERAGES, PLOT ND.65, THONDPALLY, SHAMAHABAD, HYDERABAD.	PACKAGED DRINKING WATER (THER THAN PACKAGED NATURAL MINERAL WATER)	14543	98
196	6282268	010625	M/S. NANSI SOLAR PVT. LTD. PLOT NO. 21 & 22, SURVEY NO. 41/2, PUTTENAHALLI, P. NAGAR, BANGALORE 560 078	SOLAR FLATPLATE COLLECTOR PART 1 REQUIREMENTS (FIRST REVISION)	12933	01 92
197	6282369	010625	M/S. DEEPAK CABLES (INDIA) LTD. ND.1, INDUSTRIAL ESTATE, TUMKUR 572 103.	ALUMINIUM CONDUCTORS FOR OVERHEAD TRANSMISSION PURPOSES: PART 2 ALUMINIUM CONDUCTORS, GALVANIZED STEEL REINFORCED (SECND REVISION)	00398	02 96
198	6282470	010706	M/S. MANYAM AQUA PVT. LTD., S.NO.42, PET- BASHIRABAD, QUTBULLAPUR MANDAL, R.R. DISTRICT.	PACKAGED DRINKING WATER (THER THAN PACKAGED NATURAL MINERAL WATER)	14543	98
199	6282571	010703	M/S. AGRO ENGINEERS & TRADERS, 162, VENKATASWAMY ROAD, EAST R.S. PURAM, COIMBATORE. 641 002.	CROP PRDTECTION EQUIPMENT - ROCKER SPRAYER (FOURTH REVISION)	03062	82
200	6282672	010626	M/S. K.V.S.R. FOODS & BEVERAGES PVT. LTD., PLOT ND.262B & 263, III PHASE, BOMMASANDRA INDL AREA, BOMMASANDRA, BANGALORE. 562 158.	PACKAGED DRINKING WATER (THER THAN PACKAGED NATURAL MINERAL WATER)	14543	98
201	6282773	010703	M/S. CHEMAK MALABAR CABLES V/334, VATTAMKULAM PANCHAYATH, KANTHALOOR P.O. MOODUR, MALAPPURAM DISTRICT VATTAMKULAM 679 578.	PVC INSULATED CABLES FOR WORKING VOLTAGES UPTO AND INCLUDING 1100V (THIRD REVISION)	00694	90
202	6282874	010704	M/S. NIRMAL INSULATION P.LTD. 10/76-C, AVANASHI ROAD, ARASUR POST, COIMBATORE 641 407.	ALUMINIUM CONDUCTDRS FOR OVERHEAD TRANSMISSION PURPOSES: PART 2 ALUMINIUM CONDUCTDRS, GALVANIZED STEEL REINFORCED (SECOND REVISION)	00398	02 96

(1)	(2)	(3)	(4)	(5)	(6)		
203	6282975	010704	M/S. PARSVIR ALLOYS P. LTD. 10/76-B, AVANASHI ROAD, ARASUR POST, COIMBATORE 641 407.	ALUMINIUM CONDUCTORS FOR OVERHEAD TRANSMISSION PURPOSES: PART 2 ALUMINIUM CONDUCTORS, GALVANIZED STEEL REINFORCED (SECOND REVISION)	00398	02	96
204	6283068	010710	M/S. HOME NEEDS XI/706 A, NELLAD P.O., MUDAVOOR(VIA), KUNNATHU NADU TALUK, ERNAKULAM 686 721	DOMESTIC GAS STOVE FOR USE WITH LIQUEFIED PETROLEUM GASES (FOURTH REVISION)	04246		92
205	6283169	010712	M/S. JAY & JAY INDUSTRIES 18, SHANTHI NAGAR, KORATTUR, CHENNAI 600 080.	ALUMINIUM CONDUCTORS FOR OVERHEAD TRANSMISSION PURPOSES: PART 4 ALUMINIUM ALLOY STRANDED CONDUCTORS (ALUMINIUM MAGNESIUM - SILICON TYPE)(THIRD REVISION)	00398	04	94
206	6283270	010625	M/S. GEM CABLE & CONDUCTORS LTD. CHITKUL VILLAGE, PATANCHERU, MEDAK DISTRICT	CROSSLINKED POLYETHYLENE INSULATED PVC SHEATHED CABLES: PART 1 FOR WORKING VOLTAGES UPTO AND INCLUDING 1100V (SECOND REVISION)	07098	01	88
207	6283371	010625	M/S. GEM CABLE & CONDUCTORS LTD. CHITKUL VILLAGE, PATANCHERU, MEDAK DISTRICT	PVC INSULATED (HEAVY DUTY) ELECTRIC CABLES: PART 1 FOR WORKING VOL TAGES UPTO AND INCLUDING 1 100V (THIRD REVISION)	01554	01	88
208	6283472	010627	M/S. SUDHA INDUSTRIES NO. 17, 18 INDUSTRIAL ESTATE, SULTANABAD, THENALI 522 202.	REGENERATIVE SELF PRIME PUMPS FOR CLEAR, COLD, FRESH WATER	08472		98
209	6283573	010711	M/S. SHREE SHREE PACKAGING, D-117, PHASE I, IDA, JEEDIMETLA, HYDERABAD. 500 005.	GENERAL REQUIREMENTS FOR PACKAGES OF EXPLOSIVES: PART 1 COMMERCIAL HIGH EXPLOSIVES (FIRST REVISION)	10212	01	86
210	6283674	010703	M/S. EVERGREEN VENEERS (P) LTD 272, VEELANKI VILLAGE, ANANDAPURAM MANDALAM, VISAKHAPATNAM DISTRICT 531 163	PLYWOOD FOR GENERAL PURPOSE (THIRD REVISION)	00303		89
211	6283775	010703	M/S. ALFAA ENGINEERING INDUSTRY 2A, 6TH CROSS, V.K. ROAD, THANEER PANDAL, PEELAMEDU COIMBATORE 641 004.	MONOSET PUMPS FOR CLEAR, COLD WATER FOR AGRICULTURAL PURPOSES (FIRST REVISION)	09079		89
212	6283876	010718	M/S. CANADIAN SPRINGS (INDIA) INC., 17/3, COFFEE BOARD LAYOUT, ARABIC COLLEGE POST, MARIAN PALYA, BANGALORE. 560 045.	PACKAGED DRINKING WATER (THER THAN PACKAGED NATURAL MINERAL WATER)	14543		98

(1)	(2)	(3)	(4)	(5)	(6)
213	6283977	010718	M/S. SAA INDUSTRIES PRIVATE LIMITED, SF. NO.101, MEVANI MAIN ROAD, KARUNKARADU, KUGALUR, PUDUKARAI PUDUR, GOBICHETTIPALAYAM. 638 313.	PACKAGED DRINKING WATER (THER THAN PACKAGED NATURAL MINERAL WATER)	14543 98
214	6284070	010718	M/S. OSWAL BEVERAGES, PETE CHINNAPPA ESTATE, BANGALORE. 560 079.	PACKAGED DRINKING WATER (THER THAN PACKAGED NATURAL MINERAL WATER)	14543 98
215	6284171	010713	M/S. P.M.P. STEEL ROLLING MILLS (MADRAS) LIMITED, 295, GNT ROAD, PERAVALLUR, PANJETY POST, PONNERI TALUK. 601 204.	HIGH STRENGTH DEFORMED STEEL BARS AND WIRES FOR CONCRETE REINFORCEMENT (THIRD REVISION)	01786 85
216	6284272	010712	M/S. BHIMA JEWELS, M.G. ROAD, ERNAKULAM, COCHIN. 682 011.	GOLD AND GOLD ALLOYS, JEWELLERY/ARTEFACTS - FINENESS AND MARKING - SPECIFICATION (THIRD REVISION)	01417 99
217	6284373	010720	M/S. LARSEN TOUBRO ARAKKONAM CEMENT WORKS, CHITTERI PD & VILLAGE, ARAKKONAM 631 003.	43 GRADE ORDINARY PORTLAND CEMENT (FIRST REVISION)	08112 89
218	6284474	010713	M/S. SREE VENKATESWARA SPRINGS, NO.3, GANIGARA 'B' LANE, NAGARTHPET CROSS, BANGALORE. 560 002.	PACKAGED DRINKING WATER (THER THAN PACKAGED NATURAL MINERAL WATER)	14543 98
219	6284575	010712	M/S. HOOGHLY MILLS PROJECTS LTD., P.B. NO.116, V.T. AGRAHARAM, VIZIANAGARAM. 535 004.	TEXTILES - JUTE BAGS FOR PACKING 50/55 KG FOOD GRAINS (FIRST REVISION)	12650 97
220	6284676	010716	M/S. SAIBABA AQUA SYSTEMS, NO.4, 8th 'B' CROSS ROAD, KOBHALLI, HAL III STAGE, BANGALORE. 560 008.	PACKAGED DRINKING WATER (THER THAN PACKAGED NATURAL MINERAL WATER)	14543 98
221	6284777	010716	M/S. SUDE INDUSTRIES G-3, UNIT INDUSTRIAL ESTATE, K. PUDUR, MADURAI 625 007	STEEL BUTT HINGES (SIXTH REVISION)	01341 92
222	6284878	010726	M/S. ECE INDUSTRIES LTD. ASHOK MARG, SANATH NAGAR, HYDERABAD. 500 018.	ac STATIC WATTHOUR METERS, CLASS 1 AND 2	13779 93
223	6284979	010716	M/S. CDSMO BEVERAGES LTD., S.NO.1346, NANDIGAON VILLAGE, KOTHUR MANDAL, MAHABOBNAGAR DISTRICT.	PACKAGED DRINKING WATER (THER THAN PACKAGED NATURAL MINERAL WATER)	14543 98

(1)	(2)	(3)	(4)	(5)	(6)		
224	6285072	010713	M/S. CHHEKATLA POLYMERS P. LTD. D-15, PHASE IV, EXTN.,IDA, JEEDIMETLA, HYDERABAD 500 055.	PVC INSULATED CABLES FOR WORKING VOLTAGES UPTO AND INCLUDING 1100V (THIRD REVISION)	00694		90
225	6285173	010716	M/S. MAXIM DISTRIBUTORS, 11-6-867/3, BAIG ISLAND, LAKDI-KA- PUL, HYDERABAD. 500 004.	PACKAGED DRINKING WATER (THER THAN PACKAGED NATURAL MINERAL WATER)	14543		98
226	6285274	010718	M/S. M M CYLINDERS (P) LTD. PLOT NO. B-18, SY. NO. 408 & 818, IDACHITTOOR DISTRICT RENINGUNTA 517 520	WELDED LOW CARBON STEEL CYLINDER EXCEEDING 5 LITRE WATER CAPACITY FOR LOW PRESSURE LIQUEFIABLE GASES PART 1 CYLINDERS FOR LIQUEFIED PETROLEUM GAS (LPG)(FOURTH REVISION)	03196	01	92
227	6285375	010720	M/S. SILVERLINE MINERALS PRIVATE LTD., IV/832 INDUSTRIAL DEVELOPMENTAREA,KANJIKODE, PALAKKAD DISTRICT. 678 623.	PACKAGED DRINKING WATER (OTHER THAN PACKAGED NATURAL MINERAL)	14543		98
228	6285476	010730	M/S. TRV AQUA SPRINGS, VIII/570A, KONNAKUZH, PARIYARAM PANCHAYATH, VIA CHALAKUDY, THRISSUR DISTRICT. 680 721.	PACKAGED DRINKING WATER (OTHER THAN PACKAGED NATURAL MINERAL)	14543		98
229	6285577	010711	M/S. M.S. PACKAGINGS, PANATUR VILLAGE, CHITTOOR- VELLORE ROAD, GUDIPALA MANDAL, CHITTOOR DISTRICT.	GENERAL REQUIREMENTS FOR PACKAGES OF EXPLOSIVES PART 1 COMMERCIAL HIGH EXPLOSIVES (FIRST REVISION)	10212	01	96
230	6285678	010727	M/S. GOWMATHY METAL INDUSTRIES SF 71, KUTTAI THOTTAMARUMUGA GOUNDANGORPERUR CHETTIPALAYAM COIMBATORE	ALUMINIUM CONDUCTORS FOR OVERHEAD PURPOSES PART-2 ALUMINIUM CONDUCTORS GALVANIZED STEEL REINFORCED (SECOND REVISION)	00398	02	96
231	6285779	010731	M/S. MASANTO CONTAINERS PVT LTD., A-36, IDA, NACHARAM, HYDERABAD.	GENERAL REQUIREMENTS FOR PACKAGES OF EXPLOSIVES PART 1 COMMERCIAL HIGH EXPLOSIVES (FIRST REVISION)	10212	01	96
232	6285880	010720	M/S. KANACHUR SEASONING INDUSTRIES N.H. 17, KALLAPUP.O. PERMANNUR, MANGALORE 574 183	BLOCK BOARD (THIRD REVISION)	01659		90
233	6285981	010718	M/S. AAROW MINERAL AND WATER, 29, II PHASE, JIGANI INDUSTRIAL LAYOUT, ANEKAL TALUK, BANGALORE.	PACKAGED DRINKING WATER (OTHER THAN PACKAGED NATURAL MINERAL)	14543		98

(1)	(2)	(3)	(4)	(5)	(6)	
234	6286074	010713	M/S. PAMBA RUBBERS LTD., VIII/545, CHEMPAKASSERIL BUILDING, PATHANAMTHITTA, ARU VAPPULAM P.O., KONNI.	RUBBER, RAW, NATURAL (THIRD REVISION)	04588	86
235	6286175	010806	M/S. BISMILLARY WATERS, II/613A, CHELEMBRA PANCHAYATH, CHELEMBRA, IDIMU ZHIKKAL, THIRURANGADI TALUK, MALAPPURAM DISTRICT. 673 634.	PACKAGED DRINKING WATER (OTHER THAN PACKAGED NATURAL MINERAL)	14543	98
236	6286276	010731	M/S. PONDICHERRY AGRO SERVICE & INDS. CORPN. LTD., NO. 41/1, EDAYANCHAVADY ROAD, KARUVADIKUPPAM, PONDICHERRY. 605 008.	PACKAGED DRINKING WATER (OTHER THAN PACKAGED NATURAL MINERAL)	14543	98
237	6286377	010808	M/S. R.P. PLASTICS NO. 47, RAMALINGASAMI KOVIL STGUGAI SALEM 636006	UNPLASTICISED PVC PIPES FOR POTABLE WATER SUPPLIES (SECOND REVISION)	04985	88
238	6286478	010718	M/S. HI-TECH CONDUCTORS (P) LTD KSSIDC, SHED NO. 1-113 HEBBAL INDUSTRIAL ESTATE MYSORE 570 016	ALUMINIUM CONDUCTORS FOR OVERHEAD PURPOSES PART-1 ALUMINIUM STRANDED CONDUCTORS (THIRD REVISION)	00398	01 96
239	6286579	010807	M/S. CLASSIC PAINTS & CHEMICALS, XXXII/767-B, CHALIKOVATTOM, COCHIN. 682 028.	CEMENT PAINT (FIRST REVISION)	05410	92
240	6286680	010817	M/S. SUDHAKAR POLYMERS LTD BALARAM THANDANEAR INDUSTRIAL ESTATE SURYAPET NALGONDA DIST. A.P. 508214	UNPLASTICIZED POLYMERS CHLORIDE (UPVC) PIPES FOR SOIL AND WASTE DISCHARGE INCLUDING VENTILATION AND RAIN WATER SYSTEM	13592	92
241	6286781	010727	M/S. APEX ASBESTOS PRODUCTS, KALLAKAL VILLAGE, TOOPRAN MANDAL, MEDAK DISTRICT. A.P.	HORIZONTALLY CAST IRON DOUBLE FLANGED PIPES FOR WATER, GAS AND SEWAGE (FIRST REVISION)	07181	86
242	6286882	010731	M/S. SRI VIJAYA VISAKHA DISTRICT MILK PRODUCES MUTUALLY AIDED CO-OPERATIVE UNION LTD., OPP. BHPV, NH5, VISAKHAPATNAM. 530 012.	SKIMMED MILK POWDER: PART 1 STANDARD GRADE (FIRST REVISION)	13334	01 98
243	6286983	010808	M/S. DILIP ENGINEERING WORKS 29, WALLTAX ROAD, CHENNAI. 600 079.	DOMESTIC GAS STOVES FOR USE WITH LIQUEFIED PETROLEUM GASES (FOURTH REVISION)	04246	92

(1)	(2)	(3)	(4)	(5)	(6)	
244	6287076	010813	M/S. SHILPI WIRE ROPE PVT.LTD. 22 A&H, KIADB INDUSTRIAL AREAATTIBELLE BANGALORE	UNCOATED STRESS RELIEVED STRAND FOR PRESTRENGTH CONCRETE (FIRST REVISION)	06006	83
245	6287177	010808	M/S. J & J MINERALS PRIVATE LIMITED, XII/199 & 200, AGALI PANCHAYATHMUBHALI MANNARKKAD., PALAKKAD DISTRICT 678 582.	PACKAGED DRINKING WATER (OTHER THAN PACKAGED NATURAL MINERAL)	14543	98
246	6287278	010711	M/S. A.G.K. PACKERS, 4D/2, SIPCOT COMPLEX, PUDUKKOTTAI. 622 002.	GENERAL REQUIREMENTS FOR PACKAGES OF EXPLOSIVES PART 1 COMMERCIAL HIGH EXPLOSIVES (FIRST REVISION)	10212	01 96
247	6287379	010808	M/S. INFIN SPRINGS PVT. LTD., 1-10-132/3, ASHOK NAGAR, STREET NO.9, HYDERABAD. 500 020.	PACKAGED DRINKING WATER (OTHER THAN PACKAGED NATURAL MINERAL)	14543	98
248	6287480	010817	M/S. CRYSTAL AQUA INC., 36/2, NEAR ALANKAR GRANITES, PUTTANAHALLI, J.B. NAGAR, BANGALORE. 560 078.	PACKAGED DRINKING WATER (OTHER THAN PACKAGED NATURAL MINERAL)	14543	98
249	6287581	010817	M/S. SHIVA AQUA SYSTEMS, NO.5, FIRST FLOOR, PUTTANAHALLI, J.B. NAGAR, 4th MAIN ROAD, M.S. PALYA, BANMERGHATTA ROAD, BANGALORE. 560 076.	PACKAGED DRINKING WATER (OTHER THAN PACKAGED NATURAL MINERAL)	14543	98
250	6287682	010821	M/S. SOLKAR INDUSTRIES LTD. 436, SIDCO INDUSTRIAL ESTATE, AMBATTUR, CHENNAI 600 098	SOLAR FLAT PLATE COLLECTOR: PAER 1 REQUIREMENT (FIRST REVISION)	12933	01 92
251	6287783	010808	M/S. MOHAMMED KHAN JEWELLERS, HOTEL HARSHA COMPLEX, PUBLIC GARDEN ROAD, NAMAPALLY, HYDERABAD. 500 001.	GOLD AND GOLD ALLOYS, JEWELLERY/ARTEFACTS - FINENESS AND MARKING - SPECIFICATION (THIRD REVISION)	01417	99
252	6287884	010806	M/S. SUGAR LIFE WATER PRODUCTS., D.NO.6-245, BHAVANAGAR, I.T. COLONY, KAKINADA. 533 005.	PACKAGED DRINKING WATER (OTHER THAN PACKAGED NATURAL MINERAL)	14543	98
253	6287985	010817	M/S. RICHIE BEVERAGES, PARAKALA KOTTAI VILLAGE, MAIN ROAD, PATTUKOTTAI TALUK, THANJAVOUR DISTRICT.	PACKAGED DRINKING WATER (OTHER THAN PACKAGED NATURAL MINERAL)	14543	98

(1)	(2)	(3)	(4)	(5)	(6)	
254	6288078	010817	M/S. IDEAL INDUSTRIES SF 30, SITA ROAD, KALAPPATTI, COIMBATORE 641 035	ROTATIONAL MOULDED POLYETHYLENE WATER STORAGE TANKS (FIRST REVISION)	12701	96
255	6288179	010817	M/S. HARITA MINERALS & BEVERAGES, IV/288, S.N. NAGAR, MALAMPUZHA P.O., PALAKKAD. 678 651.	PACKAGED DRINKING WATER (OTHER THAN PACKAGED NATURAL MINERAL)	14543	98
256	6288280	010817	M/S. INDUSTRIAL ENGINEERING CORPORATION, PLOT NO.50, MAJOR INDUSTRIAL ESTATE, SOUTH KALAMASSERY, COCHIN. 683 109.	BITUMEN DRUMS (THIRD REVISION)	03575	93
257	6288381	010817	M/S. MODEL TSR FACTORY, MANGANAM, VIJAYAPURAM PANCHAYATH, KOTTAYAM, 686 018.	RUBBER, RAW, NATURAL (THIRD REVISION)	04588	86
258	6288482	010817	M/S. HYDERABAD CHEMICALS SUPPLIES LTD., A-24/25, APIE, BALANAGAR, HYDERABAD. 500 032.	MALATHION EMULSIFIABLE CONCENTRATES (SECOND REVISION)	02567	78
259	6288583	010829	M/S. INDEX TECHONOLGIES NO.21-B, THIRUVEETHIAMMAN KOIL STREET MANNURPET CHENNAI 600 050	PORTABLE FIRE EXTINGUISHERS - DRY POWDER TYPE (SECOND REVISION)	13849	93
260	6288684	010817	M/S. VARSH BEVERAGES PVT LTD., 137, KUPPAM STREET, FIELD NO.3, SITE NO.13/14, 13/15 INJAMBAKKAM VILLAGE, SAIDAPET TALUK, KANCHEEPURAM DISTRICT.	PACKAGED DRINKING WATER (OTHER THAN PACKAGED NATURAL MINERAL)	14543	98
261	6288785	010828	M/S. MANJU CHEMICALS (P) LIMITED, NO.9/2, LAKSHMI STREET, II EXTENSION, VILLIVAKKA, CHENNAI. 600 049.	SYNTHETIC FOOD COLOUR - PREPARATIONS AND MIXTURES (SECOND REVISION)	05346	94
262	6288886	010829	M/S. LOTUS PACKAGING, PLOT NO.5-55/1, PHASE V EXTN., JDA, JEEDIMETLA, DHOOOLAP ALLY ROAD, HYDERABAD. 500 055.	GENERAL REQUIREMENTS FOR PACKAGES OF EXPLOSIVES PART 1 COMMERCIAL HIGH EXPLOSIVES (FIRST REVISION)	10212	01 96
263	6288987	010831	M/S. PREMIER HI-TECH INDUSTRIES (P) LTD - II SF NO.35/2 PAARI NAGARSUNGAM BY-PASS ROAD PULIKULLAM VILLAGE COIMBATORE 641 045	PUMPS - REGENERATIVE FOR CLEAR COLD WATER (FIRST REVISION)	08472	98
264	6289080	010828	M/S. HEMADRI CEMENT LTD. VEDADRI VILLAGE, JAGGAYAPET MANDAL KRISHNA DT.(AP) 521 438	53 GRADE ORDINARY PORTLAND CEMENT	12269	87

(1)	(2)	(3)	(4)	(5)	(6)		
265	6289181	010831	M/S. SRI VISHNU CYLINDERS SURVEY NO.195/1,2 & 3SHOLINGANALLUR VILLAGESHOLINGANALLURSAIDAP ET TALUK CHENNI 600 119	WELDED LOW CARBON STEEL CYLINDER EXCEEDING 5 LITRE WATER CAPACITY FOR LOW PRESSURE LIQUEFIABLE GASES: PART 1 - CYLINDERS FOR LIQUIFIED PETROLEUM GAS (LPG) (FOURTH REVISION)	03196	01	92
266	6289282	010704	M/S. KISSAN INDUSTRIES NO.26, PERUMAL KOIL THOTTAMGANAPATHY COIMBATORE - 6	PUMPS - REGENERATIVE FOR CLEAR COLD WATER (FIRST REVISION)	08472		98
267	6289383	010828	M/S. BON APPETIT CUISINIERS, NO.57, MANJUKIRAN, NEW BANK COLONY, KONANAKUNTE, BANGALORE. 560 062.	PACKAGED DRINKING WATER (OTHER THAN PACKAGED NATURAL MINERAL)	14543		98
268	6289484	010817	M/S. ARAVINDA PLASTICS (P) LTD., F.S. NO.80/1, NO.35, MILE STONEADB ROAD, VALUTHIMMAPURAMPANCHAYAT, PEDDAPURAM, EAST GODAVARI DISTRICT. 533 437.	IRRIGATION EQUIPMENT - SPRINKLER PIPES - SPECIFICATION PART 1 POLYETHYLENE PIPES (FIRST REVISION)	14151	01	99
269	6289585	010829	M/S. RUNGTA IRRIGATION LIMITED. T.S. NO.F-3, F-3/2/1, ADAVIPALAM VILLAGE, YANAM, UT OF PONDICHERY. 533 464.	IRRIGATION EQUIPMENT - POLYETHYLENE PIPES FOR IRRIGATION LATERALS	12786		89
270	6289686	010828	AMARESWARE CEMENTS LTD. PEDAVEEDU VILLAGE, MATTAMPALLY MANDAL, NALGONDA DIST-A.P.	53 GRADE ORDINARY PORTLAND CEMENT	12269		87
271	6289787	010831	M/S. SUGANDHAM AQUA WATER SYSTEMS, 212-1, RAMASAMPURAM, PARIYAVALLIK ULAM.	PACKAGED DRINKING WATER (OTHER THAN PACKAGED NATURAL MINERAL)	14543		98
272	6289888	010904	M/S. SUJAY IRRIGATION PRIVATE LIMITED, 86, MAIN ROAD, PETE CHANNAPPA INDL. ESTATE, KAMAKSHIPALYA, BANGALORE. 560 079.	IRRIGATION EQUIPMENT - EMITTERS	13487		92
273	6289989	010904	M/S. LEO LITTLE FLOWER SPRINGS, S.F. NO.8/1, D.NO.1/220, LITTLE FLOWER ESTATE, PERIYUR, PERUMPARAI POST, KODAIKANAL TALUK, DINDIGUL DISTRICT. 624 212.	PACKAGED DRINKING WATER (OTHER THAN PACKAGED NATURAL MINERAL)	14543		98
274	6290065	010906	CHALUKIYAA CEMENTS (P) LTD. KOLLAPATTY, KUNNATHUR PANCHAYAT, VIRALIMALAI UNION, ILLUPUR TALUK, PUDUKOTTAI DISTRICT.	43 GRADE ORDINARY PORTLAND CEMENT (FIRST REVISION)	08112		89

(1)	(2)	(3)	(4)	(5)	(6)
275	6290166	010904	M/S. ARTISIYAN SPRING, 231/1-D, COVAI ROAD, KARUR. 2	PACKAGED DRINKING WATER (OTHER THAN PACKAGED NATURAL MINERAL)	14543 98
276	6290267	010907	M/S. MEGHA AGROTECH PVT LTD., SY. NO.196, BILLKAHALI, ALAKERE VILLAGE, BHANNERGHATTA ROAD, BANGALORE. 560 076.	IRRIGATION EQUIPMENT - EMITTERS	13487 92
277	6290368	010901	DESSMA ENGINEERING PVT. LTD. SY NO. 518, KISTAPUR RDAD, MEDCHAL 501 401	LIQUEFIED PETROLEUM GAS (LPG) CONTAINERS FOR AUTOMOTIVE USE - SPECIFICATION	14899 00
278	6290469	010906	JAGADAMBA ENGINEERING (P) LTD D-165, IDA, JEEDIMETLA, HYDERABAD 500 055	VALVE FITTINGS FOR COMPRESSED GAS CYLINDERS EXCLUDING LIQUEFIED PETROLEUM GAS (LPG) CYLINDERS (SECOND REVISION)	03224 79
279	6290570	010907	M/S. TELECOM WIRES & CABLES, M.S. RAMAIAH INDUSTRIAL ESTATE, GOKULA, BANGALORE. 560 054.	IRRIGATION EQUIPMENT - EMITTERS	13487 92
280	6290671	010907	M/S. R.K. MINERAL WATERS, S.NO.134, GUDIPALLIPADU VILLAGE IN THUKRUPET MANDAL, NELLORE. NELLORE DISTRICT.	PACKAGED DRINKING WATER (OTHER THAN PACKAGED NATURAL MINERAL)	14543 98
281	6290772	010912	M/S. DIAMOND AQUA SYSTEMS (P) LTD., PLOT NO.124, KIADB INDL. AREA, 2nd STAGE, MUNDRIGI, BELLARY. 583 101.	PACKAGED DRINKING WATER (OTHER THAN PACKAGED NATURAL MINERAL)	14543 98
282	6290873	010906	M/S. ANGLO FRENCH TEXTILES, (A UNIT) PONDICHERRY TEX. CORP (A GOVT. OF PONDICHERRY UNDERTAKING), CUDDALORE ROAD, MUDALIARPET, PONDICHERRY. 605 004.	COTTON CELLULAR SHIRTING (SECOND REVISION)	01144 80
283	6290974	010907	M/S. SIRI SPRINGS, PLOT NO.23, INDUSTRIAL ESTATE, SATRAMPADU, ELURU. 560 007.	PACKAGED DRINKING WATER (OTHER THAN PACKAGED NATURAL MINERAL)	14543 98
284	6291067	010917	SANGAM STEEL WIRES SURVEY NO.179 & 180, YELLAMPET (VILLAGE) MEDCHAL (MANDAL) R.R. DISTRICT (A.P) VISAKHAPATNAM DISTRICT 500 003	INDENTED WIRE FOR PRESTRESSED CONCRETE (FIRST REVISION)	06003 83
285	6291168	010911	M/S. SAMCO AQUA PVT. LTD., 12-2-709/1/1, KAROLBAGH, BERBUN (MAHDIPATN AM), HYDERABAD. 500 028.	PACKAGED DRINKING WATER (OTHER THAN PACKAGED NATURAL MINERAL)	14543 98

(1)	(2)	(3)	(4)	(5)	(6)
286	6291269	010907	ANDHRA CYLINDERS (PATANCHERU UNIT) PATI VILLAGE, PATANCHERU MANDAL, MEDAK DISTRICT	WELDED LOW CARBON STEEL CYLINDER EXCEEDING 5 LITRE WATER CAPACITY FOR LOW PRESSURE LIQUEFIABLE GASES: PART 1 CYLINDERS FOR LIQUEFIED PETROLEUM GAS (LPG) (FOURTH REVISION)	03196 01 92
287	6291370	010907	RAJ LUBRICANTS (MADRAS) LTD. 12, KAILASAM STREET, TONDIARPET, CHENNAI 600 081.	INHIBITED MINERAL INSULATING OILS	12463 88
288	6291471	010917	PRAKASH COTTAGE INDUSTRIES 54, N.S. KONAR STREET, JAIHINDPURAM, MADURAI 625 011	DOMESTIC GAS STOVE FOR USE WITH LIQUEFIED PETROLEUM GASES (FOURTH REVISION)	04246 92
289	6291572	010828	M/S. LOUSIONS ENGINEERING WORKS, SF NO.355/1, LONA PLASTIC ROAD, TVS NAGAR, COIMBATORE, TN. 641 025.	POWER OPERATED PNEUMATIC SPRAYER CUM DUSTER: PART 1 KNAPSACK TYPE (FIRST REVISION)	07593 01 86
290	6291673	010906	SKILTEK APPLIANCES PVT. LTD. KPW-V-522 B, KEECHERI, ANCHAMPEEDIKA P.O., DISTRICT KANNUR 670331	SAFETY OF HOUSEHOLD AND SIMILAR ELECTRICAL APPLIANCES : PART 2 PARTICULAR REQUIREMENTS SEC 3 ELECTRIC IRON	00302 02 92
291	6291774	010919	DALMIA CEMENT (BHARAT) LTD. DALMIAPURAM. 621 651.	SULPHATE RESISTING PORTLAND CEMENT	12330 88
292	6291875	010917	SHRI BAJRANG ISPAT & PLYWOOD LTD. 271, VELLANKI VILLAGE, ANANDAPURAM MANDAL, VISAKHAPATNAM DISTRICT	BLOCK BOARDS	01659 90
293	6291976	010924	POWER MOBILES PVT. LTD. NO.9, MUGALIVAKKAM ROAD, PORUR, CHENNAI 600 116	PERFORMANCE OF SMALL SIZE SPARK IGNITION ENGINES FOR AGRICULTURAL SPRAYERS AND SIMILAR APPLICATIONS	07347 74
294	6292069	010912	GENERAL SEWING MACHINE WORKS 1-7-177 BAKARAM, HYDERBAD 500 020.	HOUSEHOLD SEWING MACHINE HEAD - GENERAL REQUIREMENTS	14769 00
295	6292170	010919	M/S. MADHU BEVERAGES, SHED NO.39, IDA, MALLAPURAM, HYDERABAD, R.R. DISTRICT.	PACKAGED DRINKING WATER (OTHER THAN PACKAGED NATURAL MINERAL)	14543 98
296	6292271	010926	NITHYA AQUA PIPES PVT. LTD. S-7, TALCO INDUSTRIAL ESTATE, MADHAVARAM, CHENNAI 600 060.	UNPLASTICIZED PVC PIPES FOR POTABLE WATER SUPPLIES - SPECIFICATION (THIRD REVISION)	04985 00

(1)	(2)	(3)	(4)	(5)	(6)
297	6292372	010924	M/S. N.M. MINERALS INDIA PRIVATE LIMITED, VI/210A, MADAKATHARA P.O., THRISSUR. 680 651.	PACKAGED DRINKING WATER (OTHER THAN PACKAGED NATURAL MINERAL)	14543 98
298	6292473	010924	ASHA AND COMPANY 24, DEVANGA HIGH SCHOOL ROAD, R.S. PURAM, COIMBATORE 2	REGENERATIVE SELF PRIMING PUMPS FOR CLAR, COLD, FRESH WATER	08472 98
299	6292574	010925	RAMAKRISHNA & COMPANY 35, MUNICIPAL COLONY, 5TH STREET, ERODE 638 011.	DEEPWELL HAND PUMPS (THIRD REVISION)	09301 90
300	6292675	010919	M/S. PRAYAGH NUTRI PRODUCTS PVT. LTD., S.NO.279 & 280, PEDDAMMAGADDA, GAGANPABAD, HYDERABAD. 501 323.	TOFFEES (SECOND REVISION)	01667 81
301	6292778	010919	M/S. PRAYAGH NUTRI PRODUCTS PVT. LTD., S.NO.279 & 280, PEDDAMMAGADDA, GAGANPABAD, HYDERABAD. 501 323.	HARD BOILED SUGAR CONFECTIONARY (SECOND REVISION)	01008 81
302	6292877	010917	GREY GOLD CEMENTS LTD. MATTAMPALLY VILLAGE & MANDAL, HUZARNAGAR TALUK, NALGONDA DIST-A.P.	53 GRADE ORDINARY PORTLAND CEMENT	12269 87
303	6292978	010924	WINSOM PLASTICS BLDG.NO.TMC/V/382 A, OLAMATTOM, THODUPAZHA P.O., IDDUKAI ROAD, DISTRICT IDDUKAI 685 584.	UNPLASTICIZED PVC PIPES FOR POTABLE WATER SUPPLIES - SPECIFICATION (THIRD REVISION)	04985 00
304	6293071	010926	M/S. SRI MANJUNATH FOODS AND PACKAGING PVT LTD., PLOT NO.33, KARNAD INDL. AREA, MULKI. MANGALORE TK (D.K.), 574 154.	PACKAGED DRINKING WATER (OTHER THAN PACKAGED NATURAL MINERAL)	14543 98
305	6293172	010925	M/S. DHANSAB INDUSTRIES (INDIA), S.NO.173/1, (NEW NO.2/417), PORUR - KUNDRATHUR ROAD, GERUGAMBAKKAM, SRIPER UMBUDUR TALUK, KANCHEEPURAM DISTRICT. 602 101.	PACKAGED DRINKING WATER (OTHER THAN PACKAGED NATURAL MINERAL)	14543 98
306	6293273	010924	M/S. RAN INDIA STEELS (P) LTD., S.F.NO.265/2E, NALLUR VILLAGE, KARUNDIPALAYAM POST, KANDAMPALAYAM (VIA), PARAMATI TALUK, NAMAKAL DISTRICT. 637 203.	HIGH STRENGTH DEFORMED STEEL BARS AND WIRES FOR CONCRETE REINFORCEMENT (THIRD REVISION)	01786 85
307	6293374	010925	ENBEST PIMPS (INDIA) PVT. LTD. SF NO. 362/3 B, THANDAGAM ROAD, SOMAYAMPALAYAM, COIMBATORE 641 108.	MONOSET PIPES FOR CLAR COLD WATER FOR AGRICULTURAL PURPOSES (FIRST REVISION)	09079 89

(1)	(2)	(3)	(4)	(5)	(6)	
308	6293475	010925	M/S. HYGIENE HI-FOODS, PLOT NO.51, ANGOL INDL. ESTATE,KHANAPUR ROAD,UDYAMBAUG, BELGAUM. 590 008.	PACKAGED DRINKING WATER (OTHER THAN PACKAGED NATURAL MINERAL)	14543	98
309	6293576	010924	MASHA CABLES & CONDUCTORS (P) LTD. NO.17, INDUSTRIAL ESTATE,AMBATTUR, CHENNAI 600 058	ALUMINIUM CONDUCTORS FOR OVERHEAD TRANSMISSION PURPOSES : PART 2 ALUMINIUM CONDUCTORS, GALVANIZED STEEL REINFORCED (SECOND REVISION)	00398	02 96
310	6293677	010925	M/S. SELECT MINERAL WATER, SF. NO.203/9-A, M.C. ROAD,POIGAI, SATHYAMANGALAM POST. 632 114.	PACKAGED DRINKING WATER (OTHER THAN PACKAGED NATURAL MINERAL)	14543	98

[No. CMD/13:11]

SATISH CHANDER, Addl. Director General

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 12 फरवरी, 2002

का. आ. 447.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्यांक का आ. 2583, तारीख 25 सितम्बर 2001 द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में महाराष्ट्र राज्य में पानेवाडी (मनमाड) से मध्यप्रदेश राज्य में मांगल्या (इंदौर) तक पेट्रोलियम उत्पादों के परिवहन के लिए मुंबई—मनमाड पाइपलाइन विस्तार परियोजना के माध्यम से भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड द्वारा पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन के अपने आशय की घोषणा कर दी थी ;

और उक्त राजपत्र अधिसूचना की प्रतियां जनता को तारीख 21 अक्टूबर, 2001 को उपलब्ध करा दी गयी थी ;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अनुसरण में केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है ;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए घोषणा करती है कि इस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट उक्त भूमि में उपयोग के अधिकार का अर्जन किया जाता है।

यह और कि, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि उक्त भूमि में पाइपलाइन बिछाने के लिए उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने की बजाय सभी विल्लंगमों से मुक्त, भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड में निहित होगा।

अनुसूची

तहशिल : शिरपुर

जिला : धुलिया

राज्य : महाराष्ट्र

ग्राम का नाम	गट/सर्वे नंबर	क्षेत्र		
		हेक्टेयर	आर	चौरस मीटर
1. धालनेर	तापी नदी	0	76	82
	274	0	36	27
	273/1	0	06	70
	273/2	0	06	70
	273/3	0	06	71
	277	0	36	27
	280/3	0	27	28
	कच्चा रास्ता	0	01	97
	281/1	0	17	69
	269/1अ/1	0	18	00
	269/1ब/2	0	18	00
	269/1क/3/1	0	18	00
	269/2	0	16	20
	267	0	12	60
	283/2	0	02	27
	एम.डी.आर-34	0	03	42
	427	0	07	20
	429	0	05	03
	426	0	22	51
	422	0	04	16
	423	0	27	00
	421	0	12	63
	420/1	0	25	20
	393/1	0	10	44
	418/1	0	10	26
	418/2	0	10	26
	417	0	22	14
	416	0	24	95
	415	0	03	00
	413/1	0	07	20
	413/2	0	07	20
	414/1	0	07	80

ग्राम का नाम	गट/सर्वे नंबर	क्षेत्र		
		हेक् टेयर	आर	चौरस मीटर
1. थालनेर (जारी)	414/2	0	07	80
	414/3	0	07	80
	ग्राम रास्ता -1	0	01	44
	407/1	0	07	61
	407/3/2	0	07	61
	ग्राम रास्ता-1	0	00	72
	408/1	0	28	80
	नाला	0	05	40
	188/1	0	13	16
	188/2	0	02	80
2. ताजपुरी	185	0	04	80
	नाला	0	02	45
	187/1	0	13	40
	187/2	0	13	40
	163/1ब	0	21	06
	163/2अ	0	21	06
	163/1अ	0	21	07
	157/अ/1अ	0	19	88
	157/ब1	0	05	40
	157/अ3अ	0	19	20
	157/ब3ब	0	17	64
	156/1	0	12	30
	156/2	0	10	47
	कच्चा रास्ता	0	01	48
	103	0	25	42
	100	0	46	29
	64	0	01	14
	सडक	0	02	81
	94/1	0	16	97
	94/2	0	22	50
	76/ब	0	02	22
	90	0	17	07
	83	0	02	28
	84/2	0	14	22
	89	0	19	73
	88	0	01	04

ग्राम का नाम	गट/सर्वे नंबर	क्षेत्र		
		हेक्टेयर	आर	चौरस मीटर
3. अहिल्यापुर	106/3	0	10	55
	107/1/1	0	10	01
	कच्चा रास्ता	0	00	62
	122/2	0	06	12
	122/3	0	14	41
	122/4	0	08	46
	122/5	0	13	32
	नाला	0	02	70
	121/1	0	08	46
	140/2/2	0	18	95
	140/2/1	0	18	95
	140/2	0	18	95
	140/1/1	0	18	97
	141	0	34	90
4. गरताढ	72	0	01	49
	71	0	09	12
	70/अ	0	10	53
	70/ब	0	10	53
	69/1	0	10	53
	69/2	0	10	53
	61/1	0	11	16
	61/2	0	11	16
	60	0	09	78
	59	0	10	56
	58	0	05	17
	57/1	0	09	57
	56/1	0	17	21
	56/2/1/2	0	05	40
	54/1	0	05	96
	54/2	0	05	96
	53	0	19	74
	44/1	0	04	22
	45	0	08	39
	47	0	14	03
	48/1	0	09	54
	48/2	0	13	81

ग्राम का नाम	गट/सर्वे नंबर	क्षेत्र		
		हेक् टेयर	आर	चौरस मीटर
5. दहीवद	138/1	0	25	69
	138/2	0	19	80
	138/3	0	03	60
	139/अ	0	11	41
	139/ब	0	11	42
	139/क	0	11	42
	140	0	13	61
	कच्चा रास्ता	0	04	92
	216	0	11	79
	नाला	0	05	86
	217/2	0	18	12
	283/2	0	13	28
	282/1	0	34	75
	285/अ-1	0	08	18
	285/अ-2	0	08	17
	285/अ-3	0	08	18
	287	0	08	78
	289	0	45	12
	296/1/2	0	19	14
	296/1/3	0	03	96
	राष्ट्रीय महामार्ग 3	0	08	62
	314	0	17	17
	कच्चा रास्ता	0	01	80
	334	0	15	66
	335	0	13	27
	336/1	0	09	07
	336/2	0	09	08
	कच्चा रास्ता	0	01	08
	337/1अ	0	22	35
	337/1ब	0	22	36
	339	0	27	46
	374	0	18	00
	373	0	03	59
	376/1	0	10	80
	376/2	0	10	80
	375	0	00	40
	नाला	0	00	90

ग्राम का नाम	गट/सर्वे नंबर	क्षेत्र		
		हेक् टेयर	आर	चौरस मीटर
5. दहीबद (जारी)	386/1/1	0	31	58
	कच्चा रास्ता	0	01	79
	385/1	0	07	38
	385/2	0	07	38
	385/3/1	0	21	20
	379/2	0	32	92
	कच्चा रास्ता	0	01	09
	और 384/1			
	396/1	0	18	51
	396/2	0	18	50
	397	0	34	40
	545/1	0	04	96
	545/1/1	0	04	96
	545/2	0	04	95
	545/3	0	04	96
	नाला	0	02	06
	559	0	25	04
	कच्चा रास्ता	0	00	74
	544/1+2	0	06	42
	543	0	03	96
	560	0	15	27
	564	0	12	43
	565	0	18	60
	566	0	11	55
	567	0	27	94
	नाला	0	02	16
	ग्राम रास्ता-24	0	05	40
	कच्चा रास्ता	0	00	91
	588/3	0	09	37
	नाला	0	04	02
	570	0	48	11
	नाला	0	05	54
	572	0	03	45
	573/1	0	25	22
	573/2	0	25	22
	528	0	37	02
	527	0	25	20

ग्राम का नाम	गट/सर्वे नंबर	क्षेत्र		
		हेक् टेयर	आर	चौरस मीटर
6. नटवाडे (लौकी)	35	0	20	07
	36/1	0	18	71
	36/2	0	18	71
	नाला	0	02	48
	नाला	0	05	96
	43	0	57	38
	47/1	0	29	13
	48/1	0	21	77
	50	0	66	68
	ग्राम रोड-75	0	02	11
	53/2	0	28	70
	53/3	0	28	70
	11/2	0	73	27
	नाला	0	05	21
	12	0	31	75
	नाला	0	11	85
	जिरभावी नाला	0	12	78
	21/1	0	06	28
	21/2	0	06	28
	21/3	0	06	28
7. सुले	21/4	0	06	28
	22	0	02	97
	20	0	01	25
	23/1	0	17	95
	23/2	0	17	95
	25	0	32	06
	31/1	0	12	71
	31/2	0	12	71
	31/3	0	12	71
	31/5/अ -1	0	12	71
8. हाडाखेड	2	0	15	45
	4	0	35	15
	नाला	0	02	43
	61	0	61	12
	60	0	16	66
	58/1	0	04	50
	58/2	0	19	91

ग्राम का नाम	गट/सर्वे नंबर	क्षेत्र		
		हेक्टेयर	आर	चौरस मीटर
8. हाडाखेड (जारी)	58/3	0	19	91
	नाला	0	02	61
	सडक	0	01	27
	55/2ब	0	25	36
	नाला	0	03	70
	56/2	0	09	36
	56/3	0	09	36
	56/4	0	09	36
	56/5	0	09	36
	नाला	0	02	80
9. सांगवी	अरूणावती नदी	0	21	26
	41/1	0	15	82
	41/2	0	15	82
	42/1/अ	0	08	64
	42/1/ब	0	04	32
	42/2/अ	0	04	32
	42/2/ब	0	04	32
	34/1	0	08	36
	34/2	0	08	36
	34/3/अ	0	08	36
	34/3/ब	0	08	36
	34/3/क	0	08	36
	34/3/ड	0	08	36
	33/1	0	08	46
	31/5 अ	0	05	68
	32	0	31	30
	20/2	0	30	89
	21	0	14	22
	15/1	0	32	34
	13/2	0	46	32
	राज्यमार्ग-1	0	06	84
	6/1	0	16	92
	6/2	0	22	39
	5/1	0	04	10
	5/2	0	04	10
	5/3	0	04	10

ग्राम का नाम	गट/सर्वे नंबर	क्षेत्र		
		हेक् टेयर	आर	चौरस मीटर
9. सांगवी (जारी)	5/4	0	04	10
	5/5/1	0	10	14
	5/5/2	0	10	14
	5/5/3	0	10	14
	4/2	0	29	16
	4/3	0	01	98
	4/5	0	30	78
10. पलासनेर	94/1	0	15	30
	94/2	0	15	30
	94/3	0	15	30
	94/4	0	15	30
	101/2	0	27	00
	101/7	0	13	50
	नाला	0	02	70
	102/2	0	16	34
	103/3	0	15	69
	104	0	21	79
	105/1	0	12	80
	111/1	0	05	40
	111/2	0	22	79
	110/2	0	22	30
	109	0	39	06
11. हेदज्या	1/1	0	13	14
	1 / 2	0	14	58
	कच्चा रास्ता	0	00	54
	15	0	47	34
	नाला	0	05	04
	14	0	53	46
	कच्चा रास्ता	0	00	80
	13/3	0	00	94
	10	0	53	10
	11	0	23	22
	8/1	0	09	36
	8/2	0	11	16
	8/3	0	01	44

ग्राम का नाम	गट/सर्वे नंबर	क्षेत्र		
		हेक् टेयर	आर	चौरस मीटर
11. हेदय्या (जारी)	8/4	0	05	94
	ग्राम मार्ग-71	0	02	41
	7	0	06	90

[फा. सं. आर-31015/14/2001—ओआर-II]

हरीश कुमार, अवर सचिव

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 12th February, 2002

S. O. 447.—Whereas,*by notification of the Government of India in the Ministry of Petroleum and Natural Gas-number S.O. 2583, dated the 25th September 2001, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the land specified in the Schedule appended to that notification for the purpose of laying pipeline for transport of petroleum products through the Mumbai-Manmad Pipeline Extension Project from Panewadi (Manmad) in the State of Maharashtra to Manglya (Indore) in the State of Madhya Pradesh by the Bharat Petroleum Corporation Limited;

And whereas the copies of the said Gazette notification were made available to the public on the 21st day of October, 2001 ;

And whereas the competent authority has, under sub-section (1) of section 6 of the said Act, submitted report to the Central Government;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the said land specified in the Schedule appended to this notification is hereby acquired for laying the pipeline.

And, further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land for lying the pipeline shall, instead of vesting in the Central Government, vest on the date of publication of the declaration, in the Bharat Petroleum Corporation Limited, free from all encumbrances.

SCHEDULE**Tahshil :- Shirpur****District :- Dhule****State :- Maharashtra**

Name of Village	Gat / Survey Numbers	Area		
		Hectors	Ares	Sq. Mts.
1. Thalner	Tapi River	0	76	82
	274	0	36	27
	273/1	0	06	70
	273/2	0	06	70
	273/3	0	06	71
	277	0	36	27
	280/3	0	27	28
	Cart Track	0	01	97
	281/1	0	17	69
	269/1A/1	0	18	00
	269/1B/2	0	18	00
	269/1C/3/1	0	18	00
	269/2	0	16	20
	267	0	12	60
	283/2	0	02	27
	Road MDR-34	0	03	42
	427	0	07	20
	429	0	05	03
	426	0	22	51
	422	0	04	16
	423	0	27	00
	421	0	12	63
	420/1	0	25	20
	393/1	0	10	44
	418/1	0	10	26
	418/2	0	10	26
	417	0	22	14
	416	0	24	95
	415	0	03	00
	413/1	0	07	20
	413/2	0	07	20
	414/1	0	07	80

Name of Village	Gat / Survey Numbers	Area		
		Hectors	Ares	Sq. Mts.
1. Thalner (Contd.)	414/2	0	07	80
	414/3	0	07	80
	Road, VR-1	0	01	44
	407/1	0	07	61
	407/3/2	0	07	61
	Road, VR-1	0	00	72
	408/1	0	28	80
	Nalla	0	05	40
2. Tajpuri	188/1	0	13	16
	188/2	0	02	80
	185	0	04	80
	Nalla	0	02	45
	187/1	0	13	40
	187/2	0	13	40
	163/1B	0	21	06
	163/2A	0	21	06
	163/1A	0	21	07
	157/A/1A	0	19	88
	157/B1	0	05	40
	157/A3A	0	19	20
	157/B3B	0	17	64
	156/1	0	12	30
	156/2	0	10	47
	Cart Track	0	01	48
	103	0	25	42
	100	0	46	29
	64	0	01	14
	Road	0	02	81
	94/1	0	16	97
	94/2	0	22	50
	76/B	0	02	22
	90	0	17	07
	83	0	02	28
	84/2	0	14	22
	89	0	19	73
	88	0	01	04

Name of Village	Gat / Survey Numbers	Area		
		Hectors	Ares	Sq. Mts.
3. Ahilyapur	106/3	0	10	55
	107/1/1	0	10	01
	Cart Track	0	00	62
	122/2	0	06	12
	122/3	0	14	41
	122/4	0	08	46
	122/5	0	13	32
	Nalla	0	02	70
	121/1	0	08	46
	140/2/2	0	18	95
	140/2/1	0	18	95
	140/2	0	18	95
	140/1/1	0	18	97
	141	0	34	90
4. Gartad	72	0	01	49
	71	0	09	12
	70/A	0	10	53
	70/B	0	10	53
	69/1	0	10	53
	69/2	0	10	53
	61/1	0	11	16
	61/2	0	11	16
	60	0	09	78
	59	0	10	56
	58	0	05	17
	57/1	0	09	57
	56/1	0	17	21
	56/2/1/2	0	05	40
	54/1	0	05	96
	54/2	0	05	96
	53	0	19	74
	44/1	0	04	22
	45	0	08	39
	47	0	14	03
	48/1	0	09	54
	48/2	0	13	81

Name of Village	Gat / Survey Numbers	Area		
		Hectors	Ares	Sq. Mts.
5. Dahiwad	138/1	0	25	69
	138/2	0	19	80
	138/3	0	03	60
	139/A	0	11	41
	139/B	0	11	42
	139/C	0	11	42
	140	0	13	61
	Cart Track	0	04	92
	216	0	11	79
	Nalla	0	05	86
	217/2	0	18	12
	283/2	0	13	28
	282/1	0	34	75
	285/A-1	0	08	18
	285/A-2	0	08	17
	285/A-3	0	08	18
	287	0	08	78
	289	0	45	12
	296/1/2	0	19	14
	296/1/3	0	03	96
	Road, NH 3	0	08	62
	314	0	17	17
	Cart Track	0	01	80
	334	0	15	66
	335	0	13	27
	336/1	0	09	07
	336/2	0	09	08
	Cart Track	0	01	08
	337/1A	0	22	35
	337/1B	0	22	36
	339	0	27	46
	374	0	18	00
	373	0	03	59
	376/1	0	10	80
	376/2	0	10	80
	375	0	00	40
	Drain	0	00	90

Name of Village	Gat / Survey Numbers	Area		
		Hectors	Ares	Sq. Mts.
5. Dahiwad	386/1/1	0	31	58
(Contd.)	Cart Track	0	01	79
	385/1	0	07	38
	385/2	0	07	38
	385/3/1	0	21	20
	379/2	0	32	92
	CT , 384/1	0	01	09
	396/1	0	18	51
	396/2	0	18	50
	397	0	34	40
	545/1	0	04	96
	545/1/1	0	04	96
	545/2	0	04	95
	545/3	0	04	96
	Nalla	0	02	06
	559	0	25	04
	Cart Track	0	00	74
	544/1+2	0	06	42
	543	0	03	96
	560	0	15	27
	564	0	12	43
	565	0	18	60
	566	0	11	55
	567	0	27	94
	Nalla	0	02	16
	Road, VR-24	0	05	40
	Cart Track	0	00	91
	588/3	0	09	37
	Nalla	0	04	02
	570	0	48	11
	Nalla	0	05	54
	572	0	03	45
	573/1	0	25	22
	573/2	0	25	22
	528	0	37	02
	527	0	25	20

Name of Village	Gat / Survey Numbers	Area		
		Hectors	Ares	Sq. Mts.
6. Natwade (Lauki)	35	0	20	07
	36/1	0	18	71
	36/2	0	18	71
	Nalla	0	02	48
	Nalla	0	05	96
	43	0	57	38
	47/1	0	29	13
	48/1	0	21	77
	50	0	66	68
	Road, VR-75	0	02	11
	53/2	0	28	70
	53/3	0	28	70
	11/2	0	73	27
	Nalla	0	05	21
	12	0	31	75
	Nalla	0	11	85
7. Sule	Jirbhavi Nalla	0	12	78
	21/1	0	06	28
	21/2	0	06	28
	21/3	0	06	28
	21/4	0	06	28
	22	0	02	97
	20	0	01	25
	23/1	0	17	95
	23/2	0	17	95
	25	0	32	06
	31/1	0	12	71
	31/2	0	12	71
	31/3	0	12	71
	31/5/A -1	0	12	71
8. Hadhed	2	0	15	45
	4	0	35	15
	Drain	0	02	43
	61	0	61	12
	60	0	16	66
	58/1	0	04	50
	58/2	0	19	91

Name of Village	Gat / Survey Numbers	Area		
		Hectors	Ares	Sq. Mts.
8. Hadhed (Contd.)	58/3	0	19	91
	Drain	0	02	61
	Road	0	01	27
	55/2B	0	25	36
	Drain	0	03	70
	56/2	0	09	36
	56/3	0	09	36
	56/4	0	09	36
	56/5	0	09	36
	Drain	0	02	80
	Arunavati River	0	21	26
9. Sangvi	41/1	0	15	82
	41/2	0	15	82
	42/1/A	0	08	64
	42/1/B	0	04	32
	42/2/A	0	04	32
	42/2/B	0	04	32
	34/1	0	08	36
	34/2	0	08	36
	34/3/A	0	08	36
	34/3/B	0	08	36
	34/3/C	0	08	36
	34/3/D	0	08	36
	33/1	0	08	46
	31/5 A	0	05	68
	32	0	31	30
	20/2	0	30	89
	21	0	14	22
	15/1	0	32	34
	13/2	0	46	32
	Road, SH-1	0	06	84
	6/1	0	16	92
	6/2	0	22	39
	5/1	0	04	10
	5/2	0	04	10
	5/3	0	04	10

Name of Village	Gat / Survey Numbers	Area		
		Hectors	Ares	Sq. Mts.
9. Sangvi (Contd.)	5/4	0	04	10
	5/5/1	0	10	14
	5/5/2	0	10	14
	5/5/3	0	10	14
	4/2	0	29	16
	4/3	0	01	98
	4/5	0	30	78
10. Palasner	94/1	0	15	30
	94/2	0	15	30
	94/3	0	15	30
	94/4	0	15	30
	101/2	6	27	00
	101/7	0	13	50
	Drain	0	02	70
	102/2	0	16	34
	103/3	0	15	69
	104	0	21	79
	105/1	0	12	80
	111/1	0	05	40
	111/2	0	22	79
	110/2	0	22	30
	109	0	39	06
11. Hedrya	1/1	0	13	14
	1 / 2	0	14	58
	Cart Track	0	00	54
	15	0	47	34
	Drain	0	05	04
	14	0	53	46
	Cart Track	0	00	80
	13/3	0	00	94
	10	0	53	10
	11	0	23	22
	8/1	0	09	36
	8/2	0	11	16
	8/3	0	01	44

Name of Village	Gat / Survey Numbers	Area		
		Hectors	Ares	Sq. Mts.
11. Hedrya (Contd.)	8/4	0	05	94
	Road VR-71	0	02	41
	7	0	06	90

[No. R-31015/14/2001—OR-II]
HARISH KUMAR, Under Secy.

नई दिल्ली, 12 फरवरी, 2002

का.आ. 448.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्यांक का. आ. 2582, तारीख 17 सितम्बर 2001 द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में महाराष्ट्र राज्य में पानेवाडी (मनमाड) से मध्यप्रदेश राज्य में मांगल्या (इंदौर) तक पेट्रोलियम उत्पादों के परिवहन के लिए भारत पेट्रोलियम कार्पोरेशन लिमिटेड द्वारा पाइपलाइन बिछाने के प्रयोजनार्थ उक्त अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट भूमि को उपयोग के अधिकार का अर्जन के अपने आशय की घोषणा की थी ;

और उक्त राजपत्र अधिसूचना की प्रतियां जनता को तारीख 19 अक्टूबर, 2001 को उपलब्ध करा दी गयी थी ;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अनुसरण में केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है ;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए घोषणा करती है कि इस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट उक्त भूमि में उपयोग के अधिकार का अर्जन किया जाता है।

यह और कि, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि उक्त भूमि में पाइपलाइन बिछाने के लिए उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने की बजाय सभी विल्लंगमों से मुक्त, भारत पेट्रोलियम कार्पोरेशन लिमिटेड में निहित होगा।

अनुसूची

तहसील : नांदगाव

जिला : नाशिक

राज्य : महाराष्ट्र

ग्राम का नाम	गट/सर्वे नंबर	क्षेत्र		
		हेक्टर	आर	चौरस मीटर
1. पानेवाडी	174 भाग	0	24	96
	174 भाग	0	12	48
	192 भाग	0	52	20
	राज्यमार्ग-24	0	05	22
	196 (1) 2 भाग	0	14	94
	196 (2) / 1/1	0	21	24
	195/1/1अ	0	00	72
	194(1)/2अ	0	15	84
2. धोटाणे बुद्रुक	138/2/1 ब	0	18	90
	138/2/2	0	23	22
	139/3	0	09	72
	141	0	03	87
	142/1/1ब	0	16	50
	142/1/2/1	0	04	50
	142/1/2	0	16	50
	142/1/2/2/1/2	0	16	50
	ग्राम रास्ता 23	0	03	96
	नाला	0	07	76
	180/1	0	21	14
	181	0	44	72
	पांझण नदी	0	21	60
3. पांझणदेव	65	0	45	57
	ग्राम रास्ता 13	0	00	72
	56	0	24	74
	55	0	12	26
	51	0	00	12
	53	0	36	55
	54	0	03	00
	48/2	0	35	46
	48/1	0	10	98
	77 ब	0	23	78
	78	0	23	40
	79	0	30	24
	नाला	0	04	72

ग्राम का नाम	गट/सर्वे नंबर	क्षेत्र		
		हेक्टर	आर	चौरस मीटर
3. पांझणदेव (जारी)	80	0	71	81
	99/1/1	0	05	04
	99/2/1	0	05	04
	99/3	0	05	04
	99/4	0	05	04
	99/5	0	05	04
	99/6	0	05	04
	99/7	0	05	04
	ग्राम रास्ता 134	0	02	87
	100/3	0	07	74
	100/2	0	07	74
	100/1	0	07	74
4. खातगांव	140/1	0	23	00
	140/2	0	22	63
	141/अ	0	03	71
	141/ब-1	0	03	68
	141/ब-2	0	03	68
	141/क	0	03	68
	141/क-2	0	03	68
	143/3	0	31	00
	143/4	0	30	09
	153	0	19	78
	155/1	0	11	34
	155/2	0	11	20
	155/3	0	11	20
	155/4	0	11	20
	156/1	0	04	81
	156/2	0	04	81
	156/3	0	04	80
	156/4	0	04	81
	बड़गा नदी	0	07	20
	55/2	0	50	92
	नाला	0	04	51
5. नवसरी	99	0	09	49
	100/भाग	0	37	22
	100/भाग	0	12	90
	ग्राम रास्ता 93	0	00	88

ग्राम का नाम	गट/सर्वे नंबर	क्षेत्र		
		हेक्टर	आर	चौरस मीटर
5. नवसरी (जारी)	103	0	50	43
	43/1	0	29	00
	43/2	0	28	99
	42	0	21	96
	41/1	0	01	53
	41/2	0	01	53
	41/3	0	01	55
	40/1	0	19	82
	40/2	0		
	38	0	23	40
	नाला	0	01	11
	36	0	19	91
	32	0	26	28
	सडक	0	00	90
	25	0	27	19
	26	0	04	68
	5	0	48	60
	4	0	08	08
	3	0	21	33
	193	0	02	45
	192	0	12	36
	190	0	14	07
	नाला	0	02	24
6. भाडी	89/1	0	10	17
	89/2	0	10	17
	90	0	01	08
	एम.डो.आर 23	0	01	38
	88	0	17	41
	86	0	16	22
	85	0	13	83
	ओ.डो.आर. 34	0	05	61
	84/1	0	05	05
	84/2	0	05	05
	84/3	0	05	05
	121/अ	0	08	10
	121/ब-1	0	16	38
	121/ब-2	0	16	38

ग्राम का नाम	गट/सर्वे नंबर	क्षेत्र		
		हेक्टर	आर	चौरस मीटर
6. भाडा (जारी)	121/ब-3	0	16	38
	121/ब-4	0	16	38
	122	0	42	72
	115	0	05	17
	114	0	24	15
	112/1	0	24	04
	112/2/ब	0	17	15
	111	0	20	26
	110	0	22	30
	121	0	36	72
7. बोयगाव	119/1	0	36	72
	ग्राम रास्ता 84	0	01	16
	कच्चा रास्ता	0	00	73
	122	0	37	39
	138/1	0	28	86
	139	0	04	14
	नाला	0	03	10
	140	0	23	50
	149	0	10	08
	150	0	09	00
	151	0	03	60
	152/2	0	36	00
	148	0	03	28
	144	0	10	08
	25	0	45	00

[फा. सं. आर-31015/11/2001—ओआर-II]

हरीश कुमार, अवर सविच

New Delhi, the 12th February, 2002

S. O. 448.—Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O. 2582, dated the 17th September, 2001, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the land specified in the Schedule appended to that notification for the purpose of laying pipeline for transport of petroleum products through the Mumbai-Manmad Pipeline Extension Project from Manmad Installation (Panewadi) in the State of Maharashtra to Manglya (Indore) in the State of Madhya Pradesh by the Bharat Petroleum Corporation Limited;

And whereas the copies of the said Gazette notification were made available to the public on the 19th day of October, 2001 ;

And whereas the competent authority has, under sub-section (1) of section 6 of the said Act, submitted report to the Central Government;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the said land specified in the Schedule appended to this notification is hereby acquired for laying the pipeline.

And, further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land for laying the pipeline shall, instead of vesting in the Central Government, vest on the date of publication of the declaration, in the Bharat Petroleum Corporation Limited, free from all encumbrances.

SCHEDULE

Tahasil: Nandgaon

District : Nashik

State : Maharashtra

Name of Village	Gat/Survey Nos.	Area		
		Hectors	Ares	Sq. Mts.
1. Panewadi	174/Pt.	0	24	96
	174/Pt.	0	12	48
	192/Pt.	0	52	20
	S. H. No.24	0	05	22
	196 (1) 2/Pt.	0	14	94
	196 (2) / 1/1	0	21	24
	195/1/1A	0	00	72
	194(1) / 2A	0	15	84
2. Dhotane Bk	138/2/1B	0	18	90
	138/2/2	0	23	22
	139/3	0	09	72
	141	0	03	87
	142/1/1 B	0	16	50
	142/1/2/1	0	04	50
	142/1/2	0	16	50
	142/1/2/2/1/2	0	16	50
	Road, VR-23	0	03	96
	Nalla	0	07	76
	180/1	0	21	14
	181	0	44	72
	Panjhan River	0	21	60
	65	0	45	57
	Road, VR-13	0	00	72
	56	0	24	74
3. Panjhandev	55	0	12	26
	51	0	00	12
	53	0	36	55
	54	0	03	00
	48/2	0	35	46
	48/1	0	10	98
	77/B	0	23	78
	78	0	23	40
	70	0	30	24
	Nalla	0	04	72

Name of Village	Gat/Survey Nos.	Area		
		Hectors	Ares	Sq. Mts.
3. Panjhandev (Contd.)	80	0	71	81
	99/1/1	0	05	04
	99/2/1	0	05	04
	99/3	0	05	04
	99/4	0	05	04
	99/5	0	05	04
	99/6	0	05	04
	99/7	0	05	04
	Road, VR-134	0	02	87
	100/3	0	07	74
	100/2	0	07	74
	100/1	0	07	74
	140/1	0	23	00
	140/2	0	22	63
4. Khadgaon	141/A	0	03	71
	141/B-1	0	03	68
	141/B-2	0	03	68
	141/C	0	03	68
	141/C-2	0	03	68
	143/3	0	31	00
	143/4	0	30	09
	153	0	19	78
	155/1	0	11	34
	155/2	0	11	20
	155/3	0	11	20
	155/4	0	11	20
	156/1	0	04	81
	156/2	0	04	81
	156/3	0	04	80
	156/4	0	04	81
	Wadga River	0	07	20
	55/2	0	50	92
	Venky Nalla	0	04	51
5. Navsari	99	0	09	49
	100 pt.	0	37	22
	100 pt.	0	12	90
	Road, VR-93	0	00	88

Name of Village	Gat/Survey Nos.	Area		
		Hectors	Ares	Sq. Mts.
5.Navsari (Contd.)	103	0	50	43
	43/1	0	29	00
	43/2	0	28	99
	42	0	21	96
	41/1	0	01	53
	41/2	0	01	53
	41/3	0	01	55
	40/1	}	19	82
	40/2			
	38	0	23	40
	Nalla	0	01	11
	36	0	19	91
	32	0	26	28
	Road	0	00	90
	25	0	27	19
	26	0	04	68
	5	0	48	60
	4	0	08	08
	3	0	21	33
	193	0	02	45
	192	0	12	36
	190	0	14	07
	Nalla	0	02	24
6.Bhardi	89/1	0	10	17
	89/2	0	10	17
	90	0	01	08
	Road, MDR-23	0	01	38
	88	0	17	41
	86	0	16	22
	85	0	13	83
	Road, ODR-34	0	05	61
	84/1	0	05	05
	84/2	0	05	05
	84/3	0	05	05
	121/A	0	08	10
	121/B-1	0	16	38
	121/B-2	0	16	38

Name of Village	Gat/Survey Nos.	Area		
		Hectors	Ares	Sq. Mts.
6.Bhardi (Contd.)	121/B-3	0	16	38
	121/B-4	0	16	38
	122	0	42	72
	115	0	05	17
	114	0	24	15
	112/1	0	24	04
	112/2/B	0	17	15
	111	0	20	26
	110	0	22	30
	121	0	36	72
	119/1	0	36	72
7.Boygaon	Road, VR-84	0	01	16
	Cart Track	0	00	73
	122	0	37	39
	138/1	0	28	86
	139	0	04	14
	Nalla	0	03	10
	140	0	23	50
	149	0	10	08
	150	0	09	00
	151	0	03	60
	152/2	0	36	00
	148	0	03	28
	144	0	10	08
	25	0	45	00

[No. R-31015/11/2001—OR-II]
HARISH KUMAR, Under Secy.

नई दिल्ली, 14 फरवरी, 2002

का. आ. 449.— भारत के राजपत्र, भाग II, खण्ड 3, उपखण्ड (ii) तारीख 22 सितम्बर, 2001 में पृष्ठ 5245 से 5284 तक पर प्राकाशित भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना सं. का. आ. 2526 तारीख 18 सितम्बर, 2001 की अनुसूची में,

- (1) हिन्दी पाठ में शुद्धिपत्र की आवश्यकता नहीं है।
- (2) (i) पृष्ठ सं. 5260 पर स्तंभ 3 की पंक्ति 36 में '244' का लोप करें और स्तंभ 4 में '1' के स्थान पर '244/1' पढ़ें।
- (ii) पृष्ठ सं. 5260 पर स्तंभ 3 की पंक्ति 37 में '245' का लोप करें और स्तंभ 4 में '1' के स्थान पर '245/1' पढ़ें।

फा. सं. आर-25011/30/2001—ओआर-1]

एस. एस. केमवाल, अवर सचिव

New Delhi, the 14th February, 2002

S. O. 449.—In the notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O. 2526, dated the 18th September, 2001 published at pages 5245 to 5284 in Part II, section 3, sub-section (ii) of the Gazette of India, dated the 22nd September, 2001, in the Schedule,-

1. at page 5277, in column 3;-
 - (i) in line 8 read "90"
 - (ii) in line 13, read "101".
2. (i) at page 5280 in column 3, in line 36, omit "244" and in column 4 for "1" read "244/1"
- (ii) in line 37 in column 3 omit "245" and in column 4 for "1" read 245/1.

[No. R-25011/30/2001—OR-1]

S. S. KEMWAL, Under Secy.

नई दिल्ली, 14 फरवरी, 2002

का. आ. 450.— भारत के राजपत्र, भाग II, खण्ड 3, उपखण्ड (ii) तारीख 22 सितम्बर, 2001 में पृष्ठ 5285 से 5301 तक पर प्राकाशित भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना सं. का. आ. 2527 तारीख 18 सितम्बर, 2001 की अनुसूची में,

पृष्ठ सं. 5287 पर, पंक्ति 19 में,

(i) स्तंभ 3 में, '81' का लोप करे,

(ii) स्तंभ 4 में, '10' के स्थान पर '81/10' पढ़ें।

फा. सं. आर-25011/31/2001—ओआर-1]

एस. एस. केमवाल, अवर सचिव

New Delhi, the 14th February, 2002

S. O. 450.— In the notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O. 2527, dated the 18th September, 2001 published at pages 5293 to 5301 in Part II, section 3, sub-section (ii) of the Gazette of India, dated the 22nd September, 2001, in the schedule,-

at page 5295, in line 19,-

(i) in column 3, omit "81",

(ii) in column 4, for "10", read "81/10".

[No. R-25011/31/2001—OR-I]

S. S. KEMWAL, Under Secy.

नई दिल्ली, 15 फरवरी, 2002

का. आ. 451.— केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्यांक का. आ. 2364, तारीख 4 सितम्बर 2001 द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में भारत पेट्रोलियम कार्पोरेशन लिमिटेड द्वारा महाराष्ट्र राज्य में पानेवाडी (मनमाड) से मध्यप्रदेश राज्य में मांगल्या (इन्दौर) तक मुम्बई —मनमाड पाइपलाइन विस्तार परियोजना के माध्यम से पेट्रोलियम उत्पादों के परिवहन के लिए पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी ;

और उक्त राजपत्र अधिसूचना की प्रतियाँ साधारण जनता को तारीख 6 अक्टूबर, 2001 को उपलब्ध करा दी गई थी ;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अनुसूची में विनिर्दिष्ट उक्त भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाए ;

और केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए निदेश देती है कि उक्त भूमि में उपयोग का अधिकार, इस घोषणा के प्रकाशन की तारीख से, केन्द्रीय सरकार में निहित होने की बजाए, सभी विल्लंगमों से मुक्त, भारत पेट्रोलियम कार्पोरेशन लिमिटेड में निहित होगा।

अनुसूची

तहसील : मालेगाव

जिला : नाशिक

राज्य : महाराष्ट्र

ग्राम का नाम	गट/सर्वे नंबर	क्षेत्र		
		हेक्टर	आर	चौरस मीटर
1. चोढी	19	0	24	94
	20/2	0	12	71
	20/3	0	12	72
	20/4	0	12	71
	नाला	0	02	97
	50 अ	0	66	09
	51/2	0	33	38
	52	0	13	44
	नाला	0	05	85
	54	0	17	28
	55	0	22	71
	75/1	0	25	20
	75/2/2	0	20	61
	74	0	36	85
	100	0	42	46
	99/1	0	46	26
	102	0	04	14
2. जळगाव (निं)	482	0	33	26
	483	0	34	30
	476/1	0	11	82
	476/2	0	11	82
	452	0	24	12
	ग्राम रास्ता 80	0	01	98
	384	0	16	95
	451	0	05	36
	450	0	12	95
	448	0	13	12
	443	0	14	08
	नाला	0	03	24
	431/1	0	09	00
	431/2	0	08	99
	430/2	0	07	55
	429	0	08	62

ग्राम का नाम	गट/सर्वे नंबर	क्षेत्र		
		हेक्टर	आर	चौरस मीटर
2. जळगाव (नि) (जारी)	428/1	0	03	12
	428/2	0	03	13
	428/3	0	03	13
	428/4	0	03	13
	427	0	12	93
	426	0	00	51
	425/1	0	15	22
	425/2	0	15	22
	416/1	0	41	60
	416/2			
	ग्राम रास्ता 70	0	02	88
	417	0	24	91
	457	0	00	57
	418	0	11	67
	387	0	24	97
	388	0	32	50
	386	0	03	68
	ओ.डो.आर. 24	0	01	80
	389	0	00	36
	380/1	0	18	00
	380/2	0	08	43
	379/1	0	07	01
	379/2	0	07	00
	378	0	12	99
	377/1	0	09	12
	377/2	0	09	12
	नाला	0	02	34
3. कालेवाडी	37	0	00	30
	36	0	12	39
	35/1	0	07	41
	35/2	0	07	40
	35/3	0	06	00
	32	0	11	20
	सडक	0	01	32
	31	0	08	11
	28	0	33	42

ग्राम का नाम	गट/सर्वे नंबर	क्षेत्र		
		हेक्टर	आर	चौरस मीटर
3. काळेवाडी (जारी)	कच्चा रास्ता	0	00	61
	कच्चा रास्ता	0	00	59
	कच्चा रास्ता	1	00	90
	186	0	32	89
	1	0	08	06
	183/1	0	32	46
	182/1	0	09	06
	182/2	0	09	06
	182/3	0	09	06
	178/3	0	32	12
	178/5	0	24	06
	169	0	72	79
	सुखी नदी	0	11	06
4. घोडेगाव	ग्राम रास्ता 69	0	02	33
	25/1	0	13	20
	25/3	0	28	15
	32/2	0	12	45
	32/4	0	12	45
	32/5	0	12	45
	39	0	09	64
	रोड	0	00	48
	40	0	24	60
	41	0	20	68
	42	0	18	53
	44	0	04	67
	47	0	15	84
	50	0	19	69
	नाला	0	04	39
	89/1	0	06	15
	89/2	0	06	15
	89/3	0	06	15
	89/4	0	06	15
	89/5	0	06	15
	सडक	0	00	60
	71	0	43	65
	69 अ 1	0	12	24
	69 अ 2	0	12	24

ग्राम का नाम	गट/सर्वे नंबर	क्षेत्र		
		हेक्टर	आर	चौरस मीटर
4. घोडेगाव (जारी)	69 अ 3	0	12	24
	69 अ 4	0	12	24
	69 अ 5	0	12	24
	78/2	0	18	90
	78/3	0	18	90
	77	0	24	48
	नाला	0	02	31
	76/1	0	12	70
	76/2	0	25	32
	76/3	0	12	62
	79/1	0	15	13
	5. व-हाणे	0	16	76
	6. मेहुणे	0	34	66
	53/1अ	0	05	60
5. व-हाणे	53/1ब	0	05	60
	53/2	0	11	55
	54/2	0	17	54
	ग्राम रास्ता 117	0	02	34
	55/1	0	23	29
	55/3	0	08	50
	56/1/1	0	05	20
	56/1/2	0	04	20
	77	0	30	47
	76	0	20	51
	75	0	13	13
	72	0	20	15
	71	0	24	67
	राज्यमार्ग 16	0	02	44
	73	0	0	03
	106/1/3	0	10	92
	107/1	0	01	88
	108	0	32	11
	109	0	15	98
	110	0	20	84
	111/1	0	21	26
	111/2	0	21	27
	124/1अ/1	0	08	00

ग्राम का नाम	गट/सर्वे नंबर	क्षेत्र		
		हेक्टर	आर	चौरस मीटर
6. मेहुणे (जारी)	124/1अ/2	0	08	01
	216/1	0	09	27
	215	0	15	40
	214	0	12	98
	213/1	0	00	88
	212	0	12	21
	210/2	0	14	22
	210/1	0	17	48
	209	0	14	96
	208/1	0	06	61
	208/2	0	15	60
	208/3	0	05	04
	203	0	10	65
	204	0	13	39
	205	0	16	79
	206	0	06	67
	ग्राम सस्ता 148	0	02	35
	188	0	13	48
	सडक	0	02	75
	188 भाग	0	03	78
	328	0	04	77
	329	0	18	69
	330	0	16	04
	331	0	17	42
	332	0	11	55
	343	0	31	81
	342	0	19	05
	338	0	08	72
	339	0	03	46
	337	0	07	76
	340	0	24	44
	नाला	0	03	39
	कच्चा रास्ता	0	00	49
7. चंदनपुरी	194	0	08	41
	193	0	36	83
	192	0	23	46
	नाला	0	02	81

ग्राम का नाम	गट/सर्वे नंबर	क्षेत्र		
		हेक्टर	आर	चौरस मीटर
7. चंदनपुरी (जारी)	191	0	00	41
	191 अ	0	03	37
	191/2			
	188/1	0	10	30
	188/3	0	10	30
	185	0	21	24
	कच्चा रास्ता	0	00	90
	186	0	05	79
	एम.डी.आर.23	0	05	99
	183	0	00	16
	180/2/2	0	25	62
	कच्चा रास्ता	0	01	08
	176	0	16	25
	178	0	20	06
	179	0	01	20
	175	0	17	00
	173	0	13	44
	172	0	22	08
	171	0	00	97
	154	0	11	37
	158	0	12	82
	156	0	18	00
	नाला	0	01	15
	150	0	32	87
	148	0	00	47
	कच्चा रास्ता	0	00	90
	136/1	0	21	63
	132	0	09	49
	133	0	09	85
	119/1	0	17	50
	119/2	0	08	20
	119/3	0	08	20
	120/1	0	08	55
	89/1	0	00	52
	89/2	0	00	53
	89/3	0	00	52

ग्राम का नाम	गट/सर्वे नंबर	क्षेत्र		
		हेक्टर	आर	चौरस मीटर
7. चंदनपुरी (जारी)	90	0	30	05
	88	0	45	62
	कच्चा रास्ता	0	00	95
8. येसगाव	124/1	0	06	73
	131/1	0	18	20
	131/2	0	18	19
	132/1	0	10	09
	132/2	0	10	08
	133/1	0	30	37
	133/2	0	15	18
	133/3	0	15	18
	एम.डी.आर.20	0	03	98
	134	0	19	48
	135	0	20	18
	136/1	0	09	54
	136/2	0	09	54
	136/3	0	09	54
	136/4	0	09	54
	136/5	0	09	54
	136/6	0	09	51
	गिरणा नदी	0	57	72
9. नालधे	2	1	25	82
	नाला	0	01	08
	109/अ-1	0	00	91
	109/अ-2/1	0	00	91
	108	0	27	90
	107	0	19	30
	106/अ	0	26	30
	106/ब	0	15	28
	104	0	03	33
10. सवंदगाव	42	0	23	07
	43/1	0	10	50
	43/2	0	10	50
	43/3	0	14	48
	44	0	20	70
	ग्राम रास्ता 3	0	02	35
	52 अ	0	22	65

ग्राम का नाम	गट/सर्वे नंबर	क्षेत्र		
		हेक्टर	आर	चौरस मीटर
10. सवंदगाव (जारी)	53	0	02	61
	51	0	02	34
	50	0	17	10
	61	0	04	02
	62	0	28	26
	63	0	20	66
	64	0	10	30
	65	0	01	26
	92	0	01	34
	91	0	10	40
	90	0	05	23
	89	0	05	89
	सडक	0	00	42
	88	0	00	72
	106	0	19	26
	109 अ	0	06	54
	109 ब	0	03	00
	117	0	14	04
	नाला	0	11	51
	142/1	0	13	50
	142/2	0	12	78
	142/3	0	19	00
	143	0	14	50
	147	0	12	60
	246	0	17	64
	245	0	06	66
	243	0	23	40
	242/1	0	07	74
	242/2			
	242/3			
	241	0	41	69
	नाला	0	06	30
	254	0	00	21
	255	0	32	94
	नाला	0	03	02
	256	0	04	50
	259	0	05	04

ग्राम का नाम	गट/सर्वे नंबर	क्षेत्र		
		हेक्टर	आर	चौरस मीटर
10. सवदगाव (जारी)	260/1	0	21	60
	260/2	0	21	60
	260/3	0	21	60
	264	0	12	60
	263	0	07	92
	262	0	32	40
	239	0	44	26
11. सायने बुद्रुख	240	0	00	54
	238	0	05	40
	197	0	49	78
	196	0	12	36
	ग्राम रास्ता 102	0	04	06
	कॅनाल	0	01	38
	195	0	33	82
	194/1	0	10	31
	194/3	0	10	31
	188	0	10	08
	189	0	32	22
	171/1	0	13	50
	171/2	0	13	50
	171/3	0	13	50
	171/4	0	05	50
	170	0	41	94
	169/1	0	15	73
	168/1	0	09	60
	168/2	0	06	90
	नाला	0	00	72
	158	0	01	71
	नाला	0	02	64
	157	0	10	54
	नाला	0	01	05
12. माल्हणगाव	278/1	0	14	28
	278/2	0	14	28
	277	0	10	66
	279	0	19	19
	कच्चा रास्ता	0	00	90
	कॅनाल	0	00	80

ग्राम का नाम	गट/सर्वे नंबर	क्षेत्र		
		हेक्टर	आर	चौरस मीटर
12.माल्हणगाव (जारी)	283	0	23	58
	284	0	05	40
	30 अ/5	0	14	22
	30 अ/6	0	07	38
	297/1/1	0	16	28
	297/1/2	0	16	28
	ग्राम रास्ता 154	0	01	94
	30 अ/1	0	74	70
	कैनाल	0	01	02
	23	0	00	33
	24	0	18	69
	25	0	18	72
	101/1	0	06	99
	101/2	0	07	00
	101/3	0	07	00
	100	0	19	87
	99	0	17	14
	कैनाल	0	01	62
	96	0	36	52
	95	0	13	32
	91/ अ	0	27	17
	91/ब	0	26	00
	नाला	0	01	03
	90/1	0	10	00
	90/2	0	07	00
	90/3	0	10	00
	90/4	0	03	00
	90/5	0	07	00
	90/6	0	04	26
	83	0	31	32
	85	0	30	96
	ग्राम रास्ता 220	0	02	16
13 चिखलओहोळ	434	0	03	15
	कैनाल	0	02	34
	राज्य मार्ग 19	0	05	76
	433/1	0	12	00
	433/2	0	12	00

ग्राम का नाम	गट/सर्वे नंबर	क्षेत्र		
		हेक्टर	आर	चौरस मीटर
13 चिखलओहोळ	433/3	0	18	94
(जारी)	नाला	0	01	89
	524	0	12	40
	523	0	12	96
	435	0	11	88
	436	0	53	00
	438	0	12	77
	471/1	0	11	88
	471/2	0	11	88
	469	0	19	36
	467	0	50	00
	ग्राम रास्ता 208	0	01	17
	465	0	24	84
	463	0	03	81
	464	0	07	53
	483 अ	0	14	79
	483 ब	0	14	78
	484 अ	0	10	00
	484 ब	0	13	16
	485/1	0	06	72
	486/1	0	19	26
	486/2	0	19	97
	ग्राम रास्ता 207	0	00	72
	401/1	0	04	54
	401/2	0	04	53
	400/1	0	08	43
	400/2	0	08	43
	375	0	30	39
	374/1	0	08	10
	374/2	0	08	10
	374/3	0	08	10
	374/4	0	08	10
	371/1/1/1	0	01	54
	371/2	0	04	32
	कच्चा रास्ता	0	01	44
	372	0	33	93
	371/1/2	0	19	61

ग्राम का नाम	गट/सर्वे नंबर	क्षेत्र		
		हेक्टर	आर	चौरस मीटर
14. नाळे	175/1अ	0	08	56
	175/1ब	0	08	00
	175/1ब/2	0	08	00
	175/2	0	08	56
	11/1	0	30	00
	11/2	0	32	09
	11/2/2			
	11/2/3			
	11/2/4			
	11/2/5			
	सडक	0	00	65
	12	0	28	88
	13	0	18	81
	16	0	21	28
	15	0	15	12
	26	0	07	20
	27	0	05	62
	29	0	34	62
	28	0	11	34
	35	0	05	94
	36/1	0	18	00
	36/2/2	0	08	34
	36/2/1	0	18	00
	ग्राम रास्ता 156	0	01	10
	40/1	0	07	13
	40/2	0	07	13
	39/1	0	05	40
	39/2	0	04	45
	47	0	38	45
	48/1	0	07	75
	48/2	0	07	75
	48/3	0	07	75
	48/4	0	07	74
	सडक	0	02	16
15. देवरपाडे	219/1	0	02	52
	218/1,2 और सभी भाग	0	46	27
	198	0	21	92

ग्राम का नाम	गट/सर्वे नंबर	क्षेत्र		
		हेक्टर	आर	चौरस मीटर
15. देवरपाडे (जारी)	197/1अ	0	14	00
	197/2	0	02	00
	197/3	0	02	00
	197/4	0	05	00
	197/5	0	04	39
	196	0	02	36
	199	0	01	27
	नाला	0	00	93
	200	0	38	38
	189/अ1	0	30	68
	189/अ2	0	10	00
	203	0	41	94
	नाला	0	02	96
	कनोली नदी	0	11	80
	186/1	0	14	00
	186/2	0	14	00
	186/3	0	28	16
	187	0	03	43
	184/4	0	06	20
	184/1	0	06	20
	184/2	0	12	40
	184/3	0	02	20
	184/3/1	0	04	50
	184/3/2	0	04	50
	183	0	18	60
	174/1	0	18	49
	174/2	0	18	50
	175	0	35	06
	168/1	0	09	00
	168/2	0	04	88
	168/3	0	09	00
	169	0	07	02
	166	0	11	50
	165	0	10	51
	164	0	75	42
	नाला	0	00	46

ग्राम का नाम	गट/सर्वे नंबर	क्षेत्र		
		हेक्टर	आर	चौरस मीटर
16. भिलकोट	नाला	0	04	55
	45/1अ	0	19	90
	45/1ब	0	08	00
	नाला	0	02	25
	सडक	0	01	44
	44/1	0	17	12
	44/2	0	18	00
	43	0	08	80
	81/अ	0	15	90
	81/ब	0	05	04
	82	0	05	38
	86	0	07	87
	85	0	13	68
	84	0	00	81
	87	0	12	50
	88	0	07	49
	98	0	31	21
	99	0	12	27
	97	0	18	97
	92/1	0	09	69
	92/2	0	08	00
	सडक	0	00	72
	95	0	29	67
	ग्राम रास्ता 27	0	01	19
	123	0	46	80
	नाला	0	01	89
	कच्चा रास्ता	0	00	34
	118	0	05	40
	119/अ	0	17	00
	119/ब	0	08	56
	120	0	00	41
	139	0	08	82
	123	0	30	24
	कच्चा रास्ता	0	01	06
	नाला	0	02	16
	128	0	15	54
	138/2	0	01	91

ग्राम का नाम	गट/सर्वे नंबर	क्षेत्र		
		हेक्टर	आर	चौरस मीटर
16. मिलकोट (जारी)	135	0	14	13
	134	0	19	63
	133	0	34	22
	ओ.डो.आर. 29	0	02	22
	150/1	0	03	92
	155	0	17	22
	152/1	0	07	00
	152/2	0	07	00
	152/3	0	15	00
	152/4	0	14	24
	153/1	0	02	27
	153/2	0	02	27
	153/3	0	07	00
17. गुगलवाड	37	0	12	28
	34	0	19	38
	35	0	22	77
	299	0	00	21
	300	0	06	93
	303/1	0	05	60
	303/3	0	08	00
	302/1	0	13	05
	302/2	0	13	06
	308	0	17	10
	309/1	0	07	87
	309/2	0	07	88
	292	0	12	60
	283	0	19	04
	नाला	0	03	45
	282/1	0	06	50
	282/2ब/2	0	10	86
	282/2ब/3	0	06	50
	281	0	02	86
	280	0	30	88
	279	0	03	79
	एम.डी.आर. 17	0	03	24
	184	0	07	30
	185	0	12	26

ग्राम का नाम	गट/सर्वे नंबर	क्षेत्र		
		हेक्टर	आर	चौरस मीटर
17. गुगलवाड (जारी)	238	0	19	15
	239/1	0	20	19
	239/2	0	20	19
	242	0	20	87
	243/1	0	07	77
	243/2	0	04	80
	243/3	0	04	80
	245	0	17	26
	232/1	0	16	27
	232/2	0	16	27
	203	0	27	98
	204/2	0	20	48
	205	0	33	30
	207	0	50	40
	नाला	0	01	32
18. पळसदरे	38	0	17	46
	कच्चा रास्ता	0	00	51
	37	0	26	90
	36/1	0	12	20
	36/2	0	30	69
	रास्ता	0	01	65
	41	0	06	49
	42	0	12	96
	90	0	15	11
	91	0	21	89
	92/1	0	03	70
	92/1 अ	0	03	70
	92/2	0	01	82
	89	0	11	50
	93/1	0	03	00
	93/2	0	03	82
	88/1	0	11	21
	88/2	0	08	00
	87/1	0	09	00
	87/2/2	0	04	10
	87/2/1	0	04	10
	87/3/2	0	04	10

ग्राम का नाम	गट/सर्वे नंबर	क्षेत्र		
		हेक्टर	आर	चौरस मीटर
18. पळसदरे (जारी)	नाला	0	00	47
	103	0	16	74
	नाला	0	04	76
	कच्चा रास्ता	0	00	44
	104/1	0	17	72
	104/2	0	10	00
	105/2	0	38	29
	106	0	33	12
	नाला	0	00	65
	74/3	0	07	56
	74/2	0	07	56
	सडक	0	00	79
	118	0	31	56
	120	0	45	36
	132/1	0	11	54
	132/2	0	11	55
	131/1	0	18	76
	131/2	0	18	75
	130	0	18	30
	127	0	24	07
	129	0	06	37
	128/1	0	09	89
	128/2	0	09	89
	कच्चा रास्ता	0	00	90
	166	0	16	39
	167	0	18	77
	171/1	0	03	50
	173/1अ/1	0	25	00
	173/1अ/2	0	25	00
	173/1ब	0	25	00
	173/1ब/1	0	24	91
	71	0	36	00

फा. सं. आर-31015/10/2001—ओआर-II]

हरीश कुमार, अवर सचिव

New Delhi, the 15th February, 2002

S. O. 451.—Whereas, by a notification of the Government of India in the Ministry of Petroleum and Natural Gas, number S. O. 2364 dated the 4th September 2001, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act 1962 (50 of 1962), (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the land, specified in the Schedule appended to that notification for the purpose of laying pipeline for transport of petroleum products through the Mumbai-Manmad Pipeline Extension Project from Panewadi (Manmad) in the State of Maharashtra to Manglya (Indore) in the state of Madhya Pradesh by the Bharat Petroleum Corporation Limited;

And, whereas, the copies of the said Gazette notification were made available to the public on 6th day of October, 2001;

And, whereas, the Competent Authority has under sub-section (1) of section 6 of the said Act, submitted report to the Central Government;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the said land specified in the Schedule is hereby acquired for laying the pipeline;

And, further, in exercise of the powers conferred by sub-section(4) of section 6 of the said Act, the Central Government directs that the right of user in the said lands shall instead of vesting in the Central Government, vest on this date of the publication of this declaration, in the Bharat Petroleum Corporation Limited, free from all encumbrances.

SCHEDULE

Tahshil :- Malegaon

District :- Nashik

State :- Maharashtra

Name of village	Gat / Survey Numbers	Area		
		Hectors	Ares	Sq. Mts.
1. Chondi	19	0	24	94
	20/2	0	12	71
	20/3	0	12	72
	20/4	0	12	71
	Drain	0	02	97
	50 A	0	66	09
	51/2	0	33	38
	52	0	13	44
	Drain	0	05	85
	54	0	17	28
	55	0	22	71
	75/1	0	25	20
	75/2/2	0	20	61
	74	0	36	85
	100	0	42	46
	99/1	0	46	26
	102	0	04	14
2. Jalgaon (N)	482	0	33	26
	483	0	34	30
	476/1	0	11	82
	476/2	0	11	82
	452	0	24	12
	Road, VR-80	0	01	98
	384	0	16	95
	451	0	05	36
	450	0	12	95
	448	0	13	12
	443	0	14	08
	Drain	0	03	24
	431/1	0	09	00
	431/2	0	08	99
	430/2	0	07	55
	429	0	08	62

Name of village	Gat / Survey Numbers	Area		
		Hectors	Ares	Sq. Mts.
2. Jalgaon (N) (Contd)	428/1	0	03	12
	428/2	0	03	13
	428/3	0	03	13
	428/4	0	03	13
	427	0	12	93
	426	0	00	51
	425/1	0	15	22
	425/2	0	15	22
	416/1	}	41	60
	416/2			
	Village Road-70	0	02	88
	417	0	24	91
	457	0	00	57
	418	0	11	67
	387	0	24	97
	388	0	32	50
	386	0	03	68
	Road, ODR-24	0	01	80
	389	0	00	36
	380/1	0	18	00
	380/2	0	08	43
	379/1	0	07	01
	379/2	0	07	00
	378	0	12	99
	377/1	0	09	12
	377/2	0	09	12
	Drain	0	02	34
3. Kalewadi	37	0	00	30
	36	0	12	39
	35/1	0	07	41
	35/2	0	07	40
	35/3	0	06	00
	32	0	11	20
	Road	0	01	32
	31	0	08	11
	28	0	33	42

Name of village	Gat / Survey Numbers	Area		
		Hectors	Ares	Sq. Mts.
3. Kalewadi (Contd.)	Cart Track	0	00	61
	Cart Track	0	00	59
	Cart Track	0	00	90
	186	0	32	89
	1	0	08	06
	183/1	0	32	46
	182/1	0	09	06
	182/2	0	09	06
	182/3	0	09	06
	178/3	0	32	12
	178/5	0	24	06
	169	0	72	79
	Sukhi River	0	11	06
4. Ghodegaon	Road VR-69	0	02	33
	25/1	0	13	20
	25/3	0	28	15
	32/2	0	12	45
	32/4	0	12	45
	32/5	0	12	45
	39	0	09	64
	Road	0	00	48
	40	0	24	60
	41	0	20	68
	42	0	18	53
	44	0	04	67
	47	0	15	84
	50	0	19	69
	Drain	0	04	39
	89/1	0	06	15
	89/2	0	06	15
	89/3	0	06	15
	89/4	0	06	15
	89/5	0	06	15
	Road	0	00	60
	71	0	43	65
	69 A 1	0	12	24
	69 A 2	0	12	24

Name of village	Gat / Survey Numbers	Area		
		Hectors	Ares	Sq. Mts.
4. Godegaon (Contd.)	69 A 3	0	12	24
	69 A 4	0	12	24
	69 A 5	0	12	24
	78/2	0	18	90
	78/3	0	18	90
	77	0	24	48
	Drain	0	02	31
	76/1	0	12	70
	76/2	0	25	32
	76/3	0	12	62
	79/1	0	15	13
	202	0	16	76
	52	0	34	66
	53/1A	0	5	60
5. Varhane	53/1 B	0	5	60
	53/2	0	11	55
6. Mehune	54/2	0	17	54
	Road, VR-117	0	02	34
	55/1	0	23	29
	55/3	0	08	50
	56/1/1	0	05	20
	56/1/2	0	04	20
	77	0	30	47
	76	0	20	51
	75	0	13	13
	72	0	20	15
	71	0	24	67
	Road, SH-16	0	02	44
	73	0	00	03
	106/1/3	0	10	92
	107/1	0	01	88
	108	0	32	11
	109	0	15	98
	110	0	20	84
	111/1	0	21	26
	111/2	0	21	27
	124/A/1	0	08	00

Name of village	Gat / Survey Numbers	Area		
		Hectors	Ares	Sq. Mts.
6. Mehune (Contd)	124/1A/2	0	08	01
	216/1	0	09	27
	215	0	15	40
	214	0	12	98
	213/1	0	00	88
	212	0	12	21
	210/2	0	14	22
	210/1	0	17	48
	209	0	14	96
	208/1	0	06	61
	208/2	0	15	60
	208/3	0	05	04
	203	0	10	65
	204	0	13	39
	205	0	16	79
	206	0	06	67
	Cart Track	0	02	35
	188	0	13	48
	Road, VR-148	0	02	75
	188 Pt.	0	03	78
	328	0	04	77
	329	0	18	69
	330	0	16	04
	331	0	17	42
	332	0	11	55
	343	0	31	81
	342	0	19	05
	338	0	08	72
	339	0	03	46
	337	0	07	76
	340	0	24	44
	Drain	0	03	39
	Cart Track	0	00	49
7. Chandanpuri	194	0	08	41
	193	0	36	83
	192	0	23	46
	Drain	0	02	81

Name of village	Gat / Survey Numbers	Area		
		Hectors	Ares	Sq. Mts.
7. Chandanpuri (Contd.)	191	0	00	41
	191/A	0	03	37
	191/2			
	188/1	0	10	30
	188/3	0	10	30
	185	0	21	24
	Cart Track	0	00	90
	186	0	05	79
	Road MDR-23	0	05	99
	183	0	0	16
	180/2/2	0	25	62
	Cart Track	0	01	08
	176	0	16	25
	178	0	20	06
	179	0	01	20
	175	0	17	00
	173	0	13	44
	172	0	22	08
	171	0	00	97
	154	0	11	37
	158	0	12	82
	156	0	18	00
	Drain	0	01	15
	150	0	32	87
	148	0	00	47
	Cart Track	0	00	90
	136/1	0	21	63
	132	0	09	49
	133	0	09	85
	119/1	0	17	50
	119/2	0	08	20
	119/3	0	08	20
	120/1	0	08	55
	89/1	0	00	52
	89/2	0	00	53
	89/3	0	00	52

Name of village	Gat / Survey Numbers	Area		
		Hectors	Ares	Sq. Mts.
7. Chandanpuri (Contd.)	90	0	30	05
	88	0	45	62
	Cart Track	0	00	95
8. Yesgaon Budruk	124	0	06	73
	131/1	0	18	20
	131/2	0	18	19
	132/1	0	10	09
	132/2	0	10	08
	133/1	0	30	37
	133/2	0	15	18
	133/3	0	15	18
	Road, MDR-20	0	03	98
	134	0	19	48
	135	0	20	18
	136/1	0	09	54
	136/2	0	09	54
	136/3	0	09	54
	136/4	0	09	54
	136/5	0	09	54
	136/6	0	09	51
	Girna River	0	57	72
9. Maldhe	2	1	25	82
	Drain	0	01	08
	109/A-1	}	00	91
	109/A-2/1			
	108	0	27	90
	107	0	19	30
	106/A	0	26	30
	106/B	0	15	28
	104	0	03	33
10. Savandgaon	42	0	23	07
	43/1	0	10	50
	43/2	0	10	50
	43/3	0	14	48
	44	0	20	70
	Road VR-3	0	02	35
	52A	0	22	65

Name of village	Gat / Survey Numbers	Area		
		Hectors	Ares	Sq. Mts.
10. Savandgaon (Contd.)	53	0	02	61
	51	0	02	34
	50	0	17	10
	61	0	04	02
	62	0	28	26
	63	0	20	66
	64	0	10	30
	65	0	01	26
	92	0	01	34
	91	0	10	40
	90	0	05	23
	89	0	05	89
	Road	0	00	42
	88	0	00	72
	106	0	19	26
	109A	0	06	54
	109B	0	03	00
	117	0	14	04
	Drain	0	11	51
	142/1	0	13	50
	142/2	0	12	78
	142/3	0	19	00
	143	0	14	50
	147	0	12	60
	246	0	17	64
	245	0	06	66
	243	0	23	40
	242/1	0	07	74
	242/2			
	242/3			
	241	0	41	69
	Drain	0	06	30
	254	0	00	21
	255	0	32	94
	Drain	0	03	02
	256	0	04	50
	259	0	05	04

Name of village	Gat / Survey Numbers	Area		
		Hectors	Ares	Sq. Mts.
10. Savandgaon (Contd.)	260/1	0	21	60
	260/2	0	21	60
	260/3	0	21	60
	264	0	12	60
	263	0	07	92
	262	0	32	40
11. Sayane Budruk	239	0	44	26
	240	0	00	54
	238	0	05	40
	197	0	49	78
	196	0	12	36
	Road, VR-102	0	04	06
	Canal	0	01	38
	195	0	33	82
	194/1	0	10	31
	194/3	0	10	31
	188	0	10	08
	189	0	32	22
	171/1	0	13	50
	171/2	0	13	50
	171/3	0	13	50
	171/4	0	05	50
	170	0	41	94
	169/1	0	15	73
	168/1	0	09	60
	168/2	0	06	90
	Drain	0	00	72
	158	0	01	71
	Drain	0	02	64
	157	0	10	54
	Drain	0	01	05
12. Malangaon	278/1	0	14	28
	278/2	0	14	28
	277	0	10	66
	279	0	19	19
	Cart Track	0	00	90
	Canal	0	00	80

Name of village	Gat / Survey Numbers	Area		
		Hectors	Ares	Sq. Mts.
12. Malangaon (Contd.)	283	0	23	58
	284	0	05	40
	30 A/5	0	14	22
	30 A/6	0	07	38
	297/1/1	0	16	28
	297/1/2	0	16	28
	Road, VR-154	0	01	94
	30A/1	0	74	70
	Canal	0	01	02
	23	0	00	33
	24	0	18	69
	25	0	18	72
	101/1	0	06	99
	101/2	0	07	00
	101/3	0	07	00
	100	0	19	87
	99	0	17	14
	Canal	0	01	62
	96	0	36	52
	95	0	13	32
	91/A	0	27	17
	91/B	0	26	00
	Drain	0	01	03
	90/1	0	10	00
	90/2	0	07	00
	90/3	0	10	00
	90/4	0	03	00
	90/5	0	07	00
	90/6	0	04	26
	83	0	31	32
	85	0	30	96
	Road, VR-220	0	02	16
13. Chikhal Ohol	434	0	03	15
	Canal	0	02	34
	State Highway-19	0	05	76
	433/1	0	12	00
	433/2	0	12	00

Name of village	Gat / Survey Numbers	Area		
		Hectors	Ares	Sq. Mts.
13. Chikhal Ohol (Contd.)	433/3	0	18	94
	Drain	0	01	89
	524	0	12	40
	523	0	12	96
	435	0	11	88
	436	0	53	00
	438	0	12	77
	471/1	0	11	88
	471/2	0	11	88
	469	0	19	36
	467	0	50	00
	Road VR-208	0	01	17
	465	0	24	84
	463	0	03	81
	464	0	07	53
	483 A	0	14	79
	483 B	0	14	78
	484 A	0	10	00
	484 B	0	13	16
	485/1	0	06	72
	486/1	0	19	26
	486/2	0	19	97
	Road, VR-207	0	00	72
	401/1	0	04	54
	401/2	0	04	53
	400/1	0	08	43
	400/2	0	08	43
	375	0	30	39
	374/1	0	08	10
	374/2	0	08	10
	374/3	0	08	10
	374/4	0	08	10
	371/1/1/1	0	01	54
	371/2	0	04	32
	Road	0	01	44
	372	0	33	93
	371/1/2	0	19	61

Name of village	Gat / Survey Numbers	Area		
		Hectors	Ares	Sq. Mts.
14. Nale	175/1A	0	08	56
	175/1B1	0	08	00
	175/1B/2	0	08	00
	175/2	0	08	56
	11/1	0	30	00
	11/2	0	32	09
	11/2/2			
	11/2/3			
	11/2/4			
	11/2/5			
	Road	0	00	65
	12	0	28	88
	13	0	18	81
	16	0	21	28
	15	0	15	12
	26	0	07	20
	27	0	05	62
	29	0	34	62
	28	0	11	34
	35	0	05	94
	36/1	0	18	00
	36/2/2	0	08	34
	36/2/1	0	18	00
	Road VR-156	0	01	10
	40/1	0	07	13
	40/2	0	07	13
	39/1	0	05	40
	39/2	0	04	45
	47	0	38	45
	48/1	0	07	75
	48/2	0	07	75
	48/3	0	07	75
	48/4	0	07	74
	Road	0	02	16
15. Devarpade	219	0	02	52
	218/1,2 & all parts	0	46	27
	198	0	21	92

Name of village	Gat / Survey Numbers	Area		
		Hectors	Ares	Sq. Mts.
15. Devarpade (Contd.)	197/1 A	0	14	00
	197/2	0	02	00
	197/3	0	02	00
	197/4	0	05	00
	197/5	0	04	39
	196	0	02	36
	199	0	01	27
	Drain	0	00	93
	200	0	38	38
	189/A1	0	30	68
	189/A2	0	10	00
	203	0	41	94
	Drain	0	02	96
	Kanoli River	0	11	80
	186/1	0	14	00
	186/2	0	14	00
	186/3	0	28	16
	187	0	03	43
	184/4	0	06	20
	184/1	0	06	20
	184/2	0	12	40
	184/3	0	02	20
	184/3/1	0	04	50
	184/3/2	0	04	50
	183	0	18	60
	174/1	0	18	49
	174/2	0	18	50
	175	0	35	06
	168/1	0	09	00
	168/2	0	04	88
	168/3	0	09	00
	169	0	07	02
	166	0	11	50
	165	0	10	51
	164	0	75	42
	Drain	0	00	46

Name of village	Gat / Survey Numbers	Area		
		Hectors	Ares	Sq. Mts.
16. Bhilkot	Drain	0	04	55
	45/1A-1	0	19	90
	45/1B	0	08	00
	Drain	0	02	25
	Road	0	01	44
	44/1	0	17	12
	44/2	0	18	00
	43	0	08	80
	81A	0	15	90
	81B	0	05	04
	82	0	05	38
	86	0	07	87
	85	0	13	68
	84	0	00	81
	87	0	12	50
	88	0	07	49
	98	0	31	21
	99	0	12	27
	97	0	18	97
	92/1	0	09	69
	92/2	0	08	00
	Road	0	00	72
	95	0	29	67
	Road, VR-27	0	01	19
	123	0	46	80
	Drain	0	01	89
	Cart Track	0	00	34
	118	0	05	40
	119A	0	17	00
	119/B	0	08	56
	120	0	00	41
	139	0	08	82
	123 Pt	0	30	24
	Cart Track	0	01	06
	Drain	0	02	16
	128	0	15	54
	138/2	0	01	91

Name of village	Gat / Survey Numbers	Area		
		Hectors	Ares	Sq. Mts.
16. Bhilkot (Contd.)	135	0	14	13
	134	0	19	63
	133	0	34	22
	Road, ODR-29	0	02	22
	150/1	0	03	92
	155	0	17	22
	152/1	0	07	00
	152/2	0	07	00
	152/3	0	15	00
	152/4	0	14	24
	153/1	0	02	27
	153/2	0	02	27
	153/3	0	07	00
17. Gugalwad	37	0	12	28
	34	0	19	38
	35	0	22	77
	299	0	00	21
	300	0	06	93
	303/1	0	05	60
	303/3	0	08	00
	302/1	0	13	05
	302/2	0	13	06
	308	0	17	10
	309/1	0	07	87
	309/2	0	07	88
	292	0	12	60
	283	0	19	04
	Drain	0	03	45
	282/1	0	06	50
	282/2B/2	0	10	86
	282/2B/3	0	06	50
	281	0	02	86
	280	0	30	88
	279	0	03	79
	Road, MDR-17	0	03	24
	184	0	07	30
	185	0	12	26

Name of village	Gat / Survey Numbers	Area		
		Hectors	Ares	Sq. Mts.
17. Gugalwad (Contd.)	238	0	19	15
	239/1	0	20	19
	239/2	0	20	19
	242	0	20	87
	243/1	0	07	77
	243/2	0	04	80
	243/3	0	04	80
	245	0	17	26
	232/1	0	16	27
	232/2	0	16	27
	203	0	27	98
	204/2	0	20	48
	205	0	33	30
	207	0	50	40
	Drain	0	01	32
18. Palasdare	38	0	17	46
	Cart Track	0	00	51
	37	0	26	90
	36/1	0	12	20
	36/2	0	30	69
	Cart Track	0	01	65
	41	0	06	49
	42	0	12	96
	90	0	15	11
	91	0	21	89
	92/1	0	03	70
	92/1A	0	03	70
	92/2	0	01	82
	89	0	11	50
	93/1	0	03	00
	93/2	0	03	82
	88/1	0	11	21
	88/2	0	08	00
	87/1	0	09	00
	87/2/2	0	04	10
	87/2/1	0	04	10
	87/3/2	0	04	10

Name of village	Gat / Survey Numbers	Area		
		Hectors	Ares	Sq. Mts.
18. Palasdare (Contd.)	Drain	0	00	47
	103	0	16	74
	Drain	0	04	76
	Cart Track	0	00	44
	104/1	0	17	72
	104/2	0	10	00
	105/2	0	38	29
	106	0	33	12
	Drain	0	00	65
	74/3	0	07	56
	74/2	0	07	56
	Road	0	00	79
	118	0	31	56
	120	0	45	36
	132/1	0	11	54
	132/2	0	11	55
	131/1	0	18	76
	131/2	0	18	75
	130	0	18	30
	127	0	24	07
	129	0	06	37
	128/1	0	09	89
	128/2	0	09	89
	Cart Track	0	00	90
	166	0	16	39
	167	0	18	77
	171/1	0	03	50
	173/1A/1	0	25	00
	173/1A/2	0	25	00
	173/1/B	0	25	00
	173/1B/1	0	24	91
	71	0	36	00

[No. R-31015/10/2001—OR-II]
HARISH KUMAR, Under Secy.

श्रम मंत्रालय

नई दिल्ली, 4 जनवरी, 2002

का.आ. 482.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टैंडर्ड चार्टर्ड ग्रीडलेज बैंक लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, मुम्बई नं. 2 के पंचाट (संदर्भ संख्या सी.जी. आई. टी. 2/20/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-01-2002 को प्राप्त हुआ था।

[सं. एल-12012/135/98-आई.आर. (बी-1)]

अजय कुमार, डेस्क अधिकारी

MINISTRY OF LABOUR

New Delhi, the 24th January, 2002

S.O. 482.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT-2/20/1999) of the Central Government Industrial Tribunal No. II, Mumbai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Standard Chartered Grindlays Bank Ltd. and their workman, which was received by the Central Government on 23-1-2002.

[No. L-12012/135/98-IR(B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. II, MUMBAI
PRESENT :

S. N. Saundankar, Presiding Officer.

Reference No. CGIT-2/20 of 1999

Employers in relation to the management of
Standard Chartered Grindlays Bank Ltd.,
(formerly known as ANZ Grindlays Bank
Ltd.)

The General Manager,
Standard Chartered Grindlays Bank Ltd
90, Mahatma Gandhi Road,
Post Box No. 725,
Mumbai-400001.

AND

Their Workmen,
Shri Triloki B. Kahar,
Gadwal Chawl, Committee Room No. 27,
Damu Nagar, Akurli Road.
Kandivili (East),
Mumbai-400101.

362 GI/2002—21

APPEARANCES :

For the Employer : Mr. Pankaj Patel, Advocate.

For the Workmen : Mr. M. B. Anchan, Advocate.
Mumbai, dated 13th November, 2001

AWARD

The Government of India, Ministry of Labour, by its Order No. L-12012/135/98/IR(B-I) dated 22nd January, 1999, in exercise of the 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 Industrial Dispute to this Tribunal for adjudication :

"Whether the contention of the workman Shri Triloki Kahar that he was engaged by ANZ Grindlays Bank as Sub-staff since 1992 is correct? If yes, whether the action of management of ANZ Grindlays Bank in refusing employment to him beyond 18-6-96 is legal and justified? If not, to what relief the said workman is entitled?"

2. It is contended by Triloki Kahar by way of Statement of Claim (Exhibit-5) that he was engaged as a sub-staff in the year 1992, by the management bank at Mint Road Branch, Mumbai and since then he worked continuously without any break till 18-6-96. It is contended that Kahar was sanctioned leave for 25 days from 25-5-96 to 18-6-96, and after availing 25 days leave he reported for duty on 19-6-96. However, he was not allowed to resume duty by the officer of the Bank Mr. Gupta. It is contended Gupta told Kahar to report for duty on 2-9-96 as there was no work for him and as per his instructions he went to report on duty on 2-9-96. However, he was then asked to report for duty after 15 days, and when he went accordingly he was not allowed to resume duty, and that eventually on 22-11-96 Mr. Gupta told him that there was no work for him. Mr. Kahar contended that his services have been terminated by the bank without any notice and payment of retrenchment compensation from 18-6-96, and therefore his termination is illegal. It is his contention that he was paid bonus and that his name was not shown in the wage register he was paid wages @ Rs. 60 per day. It is contended that Kahar was terminated illegally and therefore he be reinstated in service with full back wages.

3. Management resisted the claim of Kahar vide Written Statement (Exhibit-7) contending that he was not employee from the year 1992 nor he worked continuously. It is the contention of bank that Kahar was employed as a temporary sub-staff w.e.f. 24-5-95 by the letter dated 23-5-95 for a period of one month

mentioning in that letter, that his services would automatically stand terminated at the end of the temporary period of employment and consequently his service came to an end on 23rd June, 1995. He was paid wages accordingly for one month. It is contended as there were exigencies of work, Kahar was continued for a further period upto 21st July, 1995, and lastly his services came to an end on 21st July, 1995 of which wages and bonus were paid to him. Thus according to bank, Kahar worked from 24th May, 1995 to 21st July, 1995. Bank denied that his services were terminated on 18th June, 1996. It is contended that Kahar was employed as a temporary sub-staff for exigencies of work, therefore question of his termination/retranchment does not arise. Bank denied that workman was sanctioned leave for 25 days from 25th May, 1996 to 18-6-96 and that after availing leave he reported on duty on 19-6-96. Consequently bank contended that Kahar does not seek any relief.

4. My Learned Predecessor on the basis of the pleadings framed issues (Exhibit-9), Workman Kahar filed affidavit by way of Examination-in-Chief (Exhibit-12) and he was cross-examined by the management counsel on 25-11-99. He also filed affidavit of his brother Subedar Bhardool Kahar (Exhibit-25) and finally closed evidence vide purshis (Exhibit-26). Bank filed affidavit of Assistant Manager (HR), Melinda D'Souza, by way of Examination-in-Chief (Exhibit-27) and after his cross-examination by the counsel for the workman closed evidence vide purshis (Exhibit-28).

5. Workman filed written submissions (Exhibit-29) and the management at Exhibit-31. Heard both the counsels for the parties at length. On perusing the record and the written submissions I record my findings on the following issues for the reasons mentioned below :

Issues	Findings
1. Whether the contention of the workman Triloki Kahar that he was engaged by ANZ Grindlays Bank as sub-staff since 1992 is correct?	No
2. If yes, whether the action of the management of ANZ Grindlays Bank in refusing employment to him beyond 18-6-96 is legal and justified?	Yes
3. If not, to what relief the said workman is entitled?	Not entitled to any reliefs.

REASONS

6. Triloki Kahar, averred in his Statement of Claim and also stated so in his affidavit that he was engaged as a sub-staff by the bank in 1992, at M. G. Road Branch, Mumbai. However, nothing of this sort on record. According to him one Gupta engaged him, however, no appointment letter was given to him. It is difficult to believe that financial institution like bank would engage an employee without any appointment in writing, in as much as question of wages consequently follows and for that voucher is required. Brother of Triloki viz. Subedar stated in his affidavit

(Ex-25) that Triloki was engaged in January, 1992. Triloki admitted in his cross-examination that his father requested Gupta to engage him. However, according to Subedar his father retired in February, 1992, and that Triloki joined before retirement of his father. In the second breath Subedar states in his affidavit that Triloki was appointed after retirement of his father. If we accept the statement of Subedar that Triloki was engaged after retirement of his father and when his father said to have retired in February, 1992, engaging Triloki in January, 1992 can said to be untrue. Triloki's stand of engaging in 1992 is not at all supported by any documentary evidence and in the absence of that, hardly can be said that he was engaged by the bank in 1992. Consequently Issue No. 1 is answered in the negative.

7. So far the crucial point as regards the action of the management is concerned, according to Triloki he worked in the bank from 1992 without any break continuously till 24-5-96. He disclosed that he was on sanctioned leave for 25 days from 25-5-96 to 18-6-96 and that thereafter when he went to resume on duty bank officer Shri Gupta told him to come on 2-9-96 and that on 2-9-96 he was told that there was no work for him and report for work after 15 days and when he went on 18-9-96, he was not allowed to resume duty and that eventually on 22-11-96, Gupta told him that he will not be given any more employment. His contention is therefore that bank refused to give him employment. The bank's contention is that Triloki was employed as a temporary sub-staff for a period of one month by the letter dated 23-5-95 from 24-5-95 which was automatically to be ended on 23-6-95. However due to exigencies of work he was continued for a further period upto 21st July, 1995, and that since July 1995 he is not in the employment, therefore question of bank not allowing him to resume duty on 19th July, 1996 does not arise. It is therefore the case of bank that Triloki was in employment for two months, and therefore in his case question of retrenching him does not arise. Triloki admits in his cross-examination para 10, that his appointment was for a month and as there was some more work he was given work for one month more of which wages he received as mentioned in the letter dated 23rd May, 1995. As stated above, nothing to show that Triloki was employed in the year 1992. The Learned Counsel Mr. Anchan inviting attention of this tribunal to the Written Submissions (Exhibit-29) and the documents filed with list (Exhibit-11) especially (Exs. 14 and 15) submits that these documents admitted by the bank, show that he was paid bonus as he worked and therefore he also worked in the year 1993 and 1994. Admittedly no documents filed by Triloki, to show he worked in the whole years 1993 and 1994. According to Triloki he received bonus Rs. 600 and Rs. 700. His wages are Rs. 2,500 per month. Had he worked for a continuous period he would have got minimum of Rs 2,500 as bonus being the statutory minimum payable @ 8.33 per cent of the annual earnings payable. Letter (Exhibits-14 and 15) do not show that Triloki was engaged for the entire respective years. Therefore assuming that Triloki was in employment of the bank in the years 1993 and 1994 it cannot be said that he was in continuous service.

8. Letter (Exhibit-17) shows Triloki was paid bonus for the year 1995-96. He admits in his cross-examination para 10 referred to above, that his appointment was for a month initially and thereafter for one more month i.e. May and June as also seen from the contents of this letter that he worked for two months in the year 1995. There is no continuous service of Triloki for 240 days in a preceding year from the date of his alleged discontinuance i.e. 18-6-96. The Learned Counsel Shri Pankaj Patel for the management submits that Shri Triloki was engaged initially for one month and later on extended for one month for the need of work. Discontinue him cannot be construed to be retrenchment. He has relied on Himanshu Kumar Vidyarthi Vs. State of Bihar AIR 1997 SC 3657. Their Lordships ruled:

“the daily wage employee whose services were engaged on the basis of need of work, termination of such employee cannot be construed to be retrenchment.”

9. It is clearly seen from the record Triloki was engaged due to exigencies of work. He was not at all in employment in the year 1992. So far employment in the years 1993 and 1994 nothing to show that he worked for more than 240 days, much less continuous. Before workman can be considered to have completed one year of continuous service in an industry within Section 25B of the Industrial Disputes Act it must be shown that he was employed for a period not less than 12 calendar months and next that during this 12 calendar months he had worked for less than even 240 days. Whether the worker was employed only for 11 months the fact that during such period of 11 months he had worked for more than 240 days would also not entitle him to get the benefit of Section 25F of the Industrial Disputes Act, for which reliance can be had to Sur Enamel Stamping Works Vs. Their Workmen SCC 2 LLJ 367.

10. According to Triloki as seen from cross-examination para 10 he was appointed by the letter dated 23rd May, 1995 for a month and later on it was extended for one more month. The appointment letter dated 23-5-95 is at Exhibit-18. Employment was for a limited period and his employment lastly came to an end on 21st July, 1995. Therefore he has no right to be regularised for which reliance can be placed on Director, Institute of Management Development, U.P. Vs. Pushpa Srivastav 1993 1 LLJ page 190.

11. According to Triloki he was refused employment from 18-6-96. Mr. Anchan, Learned Counsel for the workman submits that as per the letters (Exhibits 14 and 15) Triloki worked in the year 1993-94, and that he was refused employment which is against the provisions of the Industrial Disputes Act. As stated above, appointment letter (Exhibit-18) clearly shows the employment was on a temporary basis and that it finally came to an end on 21st July, 1995, therefore refusing employment to Triloki beyond 18th June, 1996 does not arise. It is therefore clear that the contention of Triloki that he was engaged by the bank since 1992 is totally incorrect and that question of refusing him employment on and from 18-6-96 does not stand to reason. Action of the management in view of the discussion supra, is totally legal and justifi-

fied and consequently Triloki is not entitled to any relief. Issues are therefore answered accordingly and hence the order:—

ORDER

The action of the management of ANZ Grindlays Bank in refusing employment to Shri Triloki Kahar beyond 18-6-96 is legal, proper and justified, and he is not entitled to any reliefs.

S. N. SAUNDANKAR, Presiding Officer

नई दिल्ली, 22 जनवरी, 2002

का.आ. 483.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) को धारा 17 के अनुसरण में, केन्द्रीय सरकार मेवाड़ आंचलिक ग्रामीण बैंक के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निदिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण एवं श्रम न्यायालय, उदयपुर के पंचाट (संदर्भ संख्या आई.डी. सं. 10/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21/01/2002 को प्राप्त हुआ था।

[सं. एल.-12012/202/99-आई.आर. (बी.-I)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 22nd January, 2002

S.O. 483.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. I.D. No. 10/99) of the Industrial Tribunal-cum-Labour Court, Udaipur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Mewar Anchalik Gramin Bank and their workman, which was received by the Central Government on 21-01-2002.

[No. L-12012/202/99-IR(B-I)]

AJAY KUMAR, Desk Officer

अनुबंध

न्यायालय : न्यायाधीश, औद्योगिक विवाद अधिकरण एवं श्रम न्यायालय, उदयपुर

पीठासीन अधिकारी : श्री पी. एन. खड्गेलवाल, आर.

एच. जे. एस. औद्योगिक विवाद

संख्या 10/99

सुरेशचन्द्र पुत्र नारायणलाल मोजावत, निवासी मोही तह. वल्लभनगर, जिला उदयपुर प्रार्थी

बनाम

अध्यक्ष मेवाड़ आंचलिक ग्रामीण बैंक, 22 गोविंदपुरा कालोनी, उदयपुर विपक्षी

उपस्थित :

श्री एन. एल. जोशी : प्रार्थी की ओर से

श्री बी. एल. गुप्ता : विपक्षी की ओर से

दिनांक 12-12-2001

पंचाट

भारत सरकार के श्रम विभाग द्वारा जरिये पत्र क्रमांक एल 12012/202/99/आई.आर. (बी-1) दि. 24-9-99 द्वारा निम्न आशय का प्रसंग इस न्यायालय को प्रेषित किया गया।

“व्या मेवाड़ आंचलिक ग्रामीण बैंक उदयपुर द्वारा श्री सुरेशचन्द्र मौजावत को सेवा से पृथक करना उचित एवं वैध है? यदि नहीं तो श्रमिक किस राहत को पाने का अधिकारी है?”

उक्त आशय का प्रसंग प्राप्त होने पर न्यायालय द्वारा दिनांक 21-11-99 को दर्ज रजि. किया जाकर पक्षकारान को नोटिस जारी किये गये जिस पर प्रार्थी की ओर से क्लेम व विपक्षी की ओर से जवाब पेश किया गया।

संक्षेप में प्रार्थना पत्र के तथ्य इस प्रकार हैं कि प्रार्थी को विपक्षी नियोजक ने उसके अधीनस्थ संचालित शाखा मोही में अंशकालीन चतुर्थ श्रेणी कर्मचारी के रूप में दि. 24-5-93 को 22 रु. प्रतिदिन पर नियुक्ति प्रदान की। प्रार्थी ने नियुक्ति दिनांक से 30-4-94 तक नियमित रूप से अपनी सेवाएं संतोषजनक रूप से दी। विपक्षी नियोजक ने प्रार्थी को पुनः दिनांक 1-1-95 को अंशकालीन च.श्रे. कर्म. के रूप में बैंक की शाखा मोही में दैनिक वेतन पर नियुक्ति दी जहां पर प्रार्थी ने नियमित रूप से माह मई 97 तक अपनी संतोषजनक सेवायें दीं। दि. 1-1-95 से मई 97 के मध्य विपक्षी ने कार्य तो प्रार्थी से कराया परन्तु बैंक अभिलेख में प्रार्थी के बजाय अन्य व्यक्तियों के नाम दर्ज किये जिन्होंने कभी बैंक में कार्य नहीं किया तथा कुछ व्यक्ति अन्यत्र सरकारी एवं अर्द्धसरकारी संस्थाओं में नियमित एवं स्थाई कर्मचारी हैं। प्रार्थी को विपक्षी नियोजक ने जून व जुलाई 97 में दि. 7-7-97 तक बैंक की शाखा गोवर्धन विलास उदयपुर में काम पर लगाया था। प्रार्थी को दि. 7-7-97 को अचानक सेवा से पृथक कर दिया। सेवा पृथक करने से पूर्व एक माह पूर्व कोई नोटिस अथवा नोटिस पे नहीं दिया गया, किसी प्रकार की शिकायत अथवा अनियमितता का आरोप नहीं था, 240 दिन से अधिक की सेवायें कर चुका था, अन्य व्यक्तियों को दैनिक वेतन पर नियुक्ति दी वे व्यक्ति अभी भी विपक्षी के अधीन सेवारत हैं। अतः सेवा में पुनः बहाल किया जाकर समस्त सेवा लाभ प्रदान कराए।

विपक्षी ने अपने जवाब में यह उल्लिखित किया है कि प्रार्थी ने विपक्षी बैंक की शाखा मोही में दि. 20-5-93 18-9-93 तक मात्र 56 दिन तथा गोवर्धनविलास में दि. 9-6-97 से 7-7-97 तक मात्र 24 दिन कुल 80 दिन ही कार्य किया। प्रार्थी को मात्र केजुअल आकस्मिक लेबर के रूप में रखा गया था। रैगुलर कर्मचारी के आने पर कार्य की आवश्यकता नहीं होने से दि.

7-7-97 के पश्चात् प्रार्थी से कोई केजुअल बेसिस पर न तो कार्य लिया गया न प्रार्थी नियोजित रहा। प्रार्थी का नियोजन ही आकस्मिक अंशकालीन था तथा आवश्यकतानुसार था। अतः उसे सेवा से टरमिनेट करने की आवश्यकता भी नहीं थी। प्रार्थी ने किसी भी वर्ष में 240 दिन कार्य नहीं किया। अतः कोई राहत पाने का अधिकारी नहीं है।

प्रार्थी ने अपने प्रार्थना पत्र के समर्थन में स्वयं का शपथ पत्र प्रस्तुत किया जब कि विपक्षी की ओर से अनिल मेहता निवासी उदयपुर का शपथ पत्र प्रस्तुत किया गया। इन साक्षीगण से प्रतिपरीक्षण किया गया। दोनों पक्षों की तरफ से कोई दस्तावेजात पेश नहीं किए गए।

न्यायालय द्वारा सम्पूर्ण तथ्यों का अवलोकन किया जाकर दोनों पक्षों के प्रतिनिधिगण की बहस सुनी गई जिसमें लगभग उन्हीं तथ्यों का विस्तार के साथ उल्लेख किया गया जिनका उल्लेख क्लेम व जवाब में किया गया है। सभी परिस्थितियों पर विचार करने के उपरान्त यह देखना है कि इस प्रकरण में किस आशय का एवार्ड पारित किया जाना चाहिये।

प्रार्थी पक्ष ने दिनांक 22-1-2001 को एक आवेदन प्रस्तुत कर मेवाड़ आंचलिक ग्रामीण बैंक की शाखा मोही उदयपुर का डाक डिस्पच रजि. मई 93 से मई 97 तक का उक्त शाखा का पी एण्ड एल रजि. मई 93 से मई 97 तक का उक्त शाखा का खाता खोलने व बंद करने का रजि. मई 93 से मई 97 तक का, अंशकालीन च.श्रे. कर्म. को वेतन भुगतान के वाउचर मई 93 से मई 97 तक के तलब करने का निवेदन किया जिसकी प्रति विपक्षी को दिलाई गई लेकिन विपक्षी ने जवाब प्रस्तुत नहीं किया और यह कथन किया है कि इन दस्तावेजात का प्रस्तुत प्रकरण से कोई संबंध नहीं है। प्रार्थी ने जिन दस्तावेजात को विपक्षी की ग्रामीण बैंक शाखा मोही से मंगवाए जाने का आवेदन किया है उनमें से किसी भी दस्तावेज का प्रार्थी की सेवा संबंधी विवाद से कोई प्रत्यक्ष या अप्रत्यक्ष संबंध नहीं है। प्रार्थी ने अपने आवेदन व क्लेम में यह कहीं उल्लेख नहीं किया है कि उसके द्वारा विपक्षी बैंक में डिस्पच का या खाता खोलने व बंद करने का, पी एण्ड एल रजि. का कोई कार्य किया हो। विपक्षी की तरफ से स्पष्ट कथन किया गया है कि विपक्षी बैंक में अंशकालीन च. श्रे. कर्म. की नियुक्ति नहीं की गई है। ऐसी स्थिति में प्रार्थी द्वारा दि. 22-1-2001 को प्रस्तुत आवेदन में चाहे गए अभिलेख को प्रस्तुत प्रकरण के निस्तारण के लिये मंगवाया जाना किसी भी प्रकार से न्यायौचित प्रतीत नहीं होता है।

प्रार्थी ने अपने प्रतिपरीक्षण में कथन किया है कि उसने गोवर्धन विलास शाखा में 24 दिन कार्य किया। दूसरा आदमी छुट्टी पर गया इसलिए काम किया वह 9-6-93 से 7-7-97 तक काम पर रहा हो तो पता

नहीं। गोवर्धनविलास व मोडी की अलग-अलग शाखाएं हैं। वह मोडी में 93-94 में डेढ़ वर्ष तक लगातार काम पर रहा। यह गलत है कि उसने सन् 93 में केवल 56 दिन ही कार्य किया। उसे 22 रु. प्रतिदिन देते थे। जितने दिन काम किया उतने दिन का पैसा मिल गया। उसे नकद पैसे दिये जाते थे। रसीद लेकर भुगतान करते थे। यह गलत है कि 18-8-93 के बाद वह मोडी में काम नहीं किया। यह गलत है कि लगातार काम करना गलत बताया है।

विपक्षी के साक्षी अनिल मेहता ने अपने प्रतिपरीक्षण में कथन किया है कि यह सही है कि उसने व्यक्तिगत रूप से प्रार्थी का रिकार्ड सारा देखकर ही शपथ पत्र दिया है। प्रार्थी के अलावा हमारी ब्रांच में वर्णित अवधि में और किसी ने काम नहीं किया। वह नहीं कह सकता कि वर्ष 93 से 97 तक की अवधि में मोडी ब्रांच में डिस्पैच रजि. किस कर्मचारी द्वारा डिस्पैच किया गया है। यह सही है कि हमारी बैंक में पी एण्ड एल रजि. चलता है जिसमें प्रार्थी की तरह के कर्मचारियों को लगाया जाता है। उनके भुगतान संबंधी इन्चाज उस रजि. में किया जाता है। यह गलत है कि प्रार्थी ने 93 से 97 तक की अवधि में लगातार काम किया हो। यह गलत है कि उसने जिस अवधि प्रार्थी का काम करना नहीं बताया है उस अवधि में प्रार्थी ने काम किया हो और उसका भुगतान किसी दूसरे व्यक्ति को किया गया हो। वर्ष 97 के बाद भी डेली वेजेज पर आदमी रखे गये हैं। यह सही है कि जरूरत पड़ने पर जब आदमी छुट्टी पर जाते हैं तो डेली वेजेज पर आदमी रखते हैं। उदयपुर की ब्रांचों में 100 से ज्यादा लोग काम करते हैं।

प्रार्थी पक्ष ने अपने क्लेम व क्लेम के समर्थन में पेश किये गये शपथ पत्र में इस तथ्य को उल्लिखित किया है कि प्रार्थी को नियोजक ग्रामीण बैंक की मोडी शाखा में च. अ. कर्म. के पद पर दि. 24-5-93 को 22 रु. प्रतिदिन के वेतन पर नियुक्ति दी गई थी जहां उसने दि. 30-4-94 तक नियमित रूप से कार्य किया। पुनः उसे दि. 1-1-95 से मई 97 तक नियोजक बैंक की इसी शाखा में नियुक्ति दी गई। प्रार्थी का यह भी कथन है कि उसे जून 97 से 7-7-97 तक बैंक की गोवर्धन-विलास शाखा में काम पर रखा गया था। उसने बैंक में बचत खाता फार्म भरना, आदक जादक रजि. चलाना आदि का कार्य किया। प्रार्थी को दि. 7-7-97 को काम से निकाल दिया उसे नोटिस या नोटिस वेतन नहीं दिया गया। विपक्षी नियोजक बैंक ने उपरोक्त तथ्यों का खण्डन करते हुए यह उल्लिखित किया है कि प्रार्थी को दैनिक अंशकालीन मजदूर के रूप में तत्समय प्रचलित पारिश्रमिक दर पर विपक्षी बैंक की मोडी शाखा में दि. 28-5-93 से 18-9-93 तक 56 दिन तथा बैंक की शाखा गोवर्धन विलास में दि. 9-6-97 से 7-7-97 तक 24 दिनों कुल 80 दिन ही प्रार्थी ने कार्य किया।

इसके अतिरिक्त विपक्षी बैंक में प्रार्थी ने कोई कार्य नहीं किया। प्रार्थी के शपथ पत्र पर नियोजक विपक्षी बैंक की तरफ से जो प्रतिपरीक्षण किया गया है उसमें प्रार्थी ने जो अपना शपथ पत्र में तथ्यों का उल्लेख किया है, उसका खण्डन हो जाता है। प्रतिपरीक्षण में इस साक्षी का कथन है कि मोडी शाखा में डेढ़ वर्ष तक लगातार काम पर रहा उसे 22 रु. प्रतिदिन देते थे। जितने दिन कार्य किया उसका पैसा मिल गया है। उसे नकद पैसे दिये जाते थे रसीद लेकर भुगतान किया जाता था। इस प्रकार से इस साक्षी ने प्रतिपरीक्षण में स्पष्ट किया है कि वह नियोजक बैंक की मोडी शाखा में डेढ़ वर्ष तक काम किया जबकि इस साक्षी ने अपने शपथ पत्र के मद सं. 2 में नियोजक बैंक की मोडी शाखा में दि. 1-1-95 से नियुक्ति देना बताया जहां पर मई 97 तक नियमित रूप से कार्य करना उल्लेख किया है जो परस्पर विरोधी तथ्य है।

सही स्थिति विपक्षी नियोजक की तरफ से साक्षी अनिल मेहता ने जो शपथ पत्र पेश किया है उसके मद सं. 3 में उन तथ्यों का उल्लेख विस्तृत रूप से किया है जितनी अवधि तक प्रार्थी ने विपक्षी बैंक की मोडी शाखा में अंशकालीन दैनिक वेतनभोगी कर्मचारी के रूप में कार्य किया है वह इस प्रकार है:

“प्रार्थी ने दि. 28-5-93 से 29-5-93 तक दो दिन, दिनांक 31-5-93 से 1-6-93 तक दो दिन, 3-6-93 से 5-6-93 तक तीन दिन, 7-6-93 से 11-6-93 तक दो दिन, 15-6-93 से 19-6-93 तक पांच दिन, 24-6-93 से 25-6-93 तक दो दिन, 28-6-93 से 30-6-93 तक तीन दिन, 2-7-93 से 3-7-93 तक दो दिन, 5-7-93 से 7-7-93 से 10-7-93 तक पांच दिन, 12-7-93 एवं 17-7-93 तक छः दिन, 19-7-93 से 24-7-93 तक छः दिन, 26-7-93 से 31-7-93 तक छः दिन, 4-8-93 एवं 9-9-93 से 10-9-93 तक तीन दिन, 13-9-93 से 14-9-93 तक दो दिन एवं 17-9-93 से 18-9-93 तक दो दिन कुल 56 दिन ही मोडी शाखा में कार्य किया। प्रार्थी को उक्त 56 दिन का पारिश्रमिक भुगतान आदेश 123556 दि. 5-6-93 रुपया 154, पे आर्डर सं. 145801 दि. 19-6-93 रुपया 154, पे आर्डर सं. 145808 दि. 3-7-93 रुपया 154, पे आर्डर नं. 145815 दि. 17-7-93 रुपया 242, पे आर्डर नं. 145820 दि. 31-7-93 रुपया 264, पे आर्डर नं. 145835 दि. 23-8-93 रुपया 110, पे आर्डर नं. 145847 दिनांक 18-9-93 रुपया 154, कुल रुपया 1232 का भुगतान मोडी ब्रांच द्वारा किया गया। दि. 20-9-93 से 18-12-93 तक मात्र 52 दिन मोडी शाखा में महा शंकर आदि ने अंशकालीन श्रमिक के रूप में कार्य किया। दि. 7-1-94 से 26-2-94 तक हरीश कुमार

ने 15 दिवस दि. 17-3-94 से 26-4-94 तक 19 दिन अतिरिक्त काम एवं दि. 13-7-94 एवं 6-8-94 दो दिन भवानी अंकर जोशी आदि ने कार्य किया।”

इस प्रकार से प्रार्थी ने विपक्षी नियोजक बैंक में नियमित रूप से एक कलेंडर वर्ष में 240 दिन की अवधि तक कार्य किया हो, यह प्रमाणित नहीं है। प्रार्थी की तरफ से जो विधि विनिश्चय एफ एल आर 2001 (90) 338 पंजाब एण्ड हरियाणा हाई कोर्ट वेद प्रकाश बनाम एंजीन्यूटिव इंजीनियर कन्स्ट्रक्शन पब्लिक हेल्थ डिवीजन फरीदाबाद व अन्य पेश किया गया उसमें प्रतिपादित सिद्धांत से हम ससम्मान सहमत हैं लेकिन प्रस्तुत प्रकरण के तथ्यों की भिन्नता के कारण उक्त विधि विनिश्चय में प्रतिपादित विधि मत प्रार्थी को कोई मदद नहीं करते हैं। प्रार्थी पक्ष की तरफ से जो विधि विनिश्चय एफ एल आर 2001 (90) 744 राज. हाई कोर्ट, स्टेट बनाम हरचंद का पेश किया गया जिसमें प्रतिपादित सिद्धांत से हम ससम्मान सहमत हैं। प्रस्तुत प्रकरण में ऐसा कोई तथ्य विपक्षी बैंक की तरफ से पेश किये गये साक्षी अनिल सेहता की साक्ष्य में नहीं आया है कि विपक्षी बैंक में प्रार्थी को सेवा मुक्त करने के उपरांत किसी अन्य कामगार को नियमित रूप से नियोजन में रखा गया हो या प्रार्थी के अतिरिक्त किसी अन्य व्यक्ति को दैनिक बेतनभोगी कर्मचारी के रूप में सदस्यापित किया गया हो। अतः उक्त विधि विनिश्चय में प्रतिपादित सिद्धांत भी प्रार्थी के पक्ष में लागू नहीं होता है। इसी प्रकार प्रार्थी की तरफ से जो विधि विनिश्चय एफ एल आर 2001 (90) 923 राज. हाई कोर्ट अस्तिसेट इंजीनियर बनाम लेबर कोर्ट और अन्य पेश किया गया। उसमें प्रतिपादित सिद्धांत से हम ससम्मान सहमत हैं लेकिन तथ्यों की भिन्नता के कारण उक्त विधि मत भी प्रार्थी को कोई मदद नहीं करता है।

उपरोक्त विवेचन से स्पष्ट है कि प्रार्थी ने औ. वि. अधि. की धारा 25 बी के अधीन एक कलेंडर वर्ष में 240 दिन से अधिक कार्य नहीं किया है। प्रार्थी को कार्य से हटाने के पश्चात् किसी अन्य व्यक्ति को सेवा में रखा गया हो और उसका नियोजन दायवत चल रहा हो, इस तथ्य का खण्डन भी प्रार्थी की ओर से नहीं किया गया है। अतः प्रार्थी कोई अनुतोष प्राप्त करने का अधिकारी नहीं है। तदनुसार यह विवाद अधिनिर्णीत किया जाता है।

अतः मेवाड़ औद्योगिक ग्रामीण बैंक उदयपुर द्वारा प्रार्थी सुरेशचन्द्र मौजावत को सेवा से पृथक् करना उचित एवं वैध है। प्रार्थी को कोई अनुतोष देय नहीं होता है। पंचाट प्रकाशनार्थ भारत सरकार को प्रेषित किया जाये।

पी. एन. खड्गेवाल, न्यायाधीश

नई दिल्ली, 22 जनवरी, 2002

का.आ. 484.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण लखनऊ के पंचाट (संदर्भ संख्या आई.डी. नं. 129/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-1-2002 को प्राप्त हुआ था।

[सं. एल-12012/151/99-आई.आर. (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 22nd January, 2002

S.O. 484.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. I.D. No. 129/2000) of the Central Government Industrial Tribunal-cum-Labour Court Lucknow 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 21-1-2002.

[No. L-12012/151/99-IR(B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW

PRESENT :

Rudresh Kumar, Presiding Officer.

I.D. No. 129/2000 (Kanpur No. 131/99)

Ref. No. L-12012/151/99-IR(B-I) dated 12-5-99

BETWEEN

Puran Chand Joshi S/o Shri Gopal Dutt Joshi, Vil-Reval Patralya, Panya, Distt. Almora.

AND

The Dy. General Secretary, State Bank of India, Zonal Office, Civil Lines, Bareilly.

AWARD

By order No. L-12012/151/99-IR(B-I) dated 12-5-99, the Central Government in the Ministry of Labour, in exercise of powers conferred by clause (d) of sub-section (1) and section 2(A) of I.D. Act, 1947 (14 of 1947) referred this industrial dispute between Puran Chand Joshi and The Dy. General Manager, State Bank of India, Bareilly to CGIT-cum-Labour Court, Kanpur for adjudication. Later, this dispute was transferred to this Tribunal.

The reference under adjudication is as under :

“Whether the action of the management of State Bank of India, Almora in terminating the services of Shri Puran Chand Joshi Temporary Messenger and not giving employment

to him under section 25-H is legal and justified? If not, to what relief the workman is entitled and from which date?"

2. The workman, Puran Chand Joshi, seeks absorption as permanent messenger in the State Bank of India on the basis of his continuous service for about 413 days and further arrears of wages and allowances. His case, is, that he was called for interview by letter dated 7-4-88 issued by Employment Exchange and in compliance thereof appeared before Almorah branch of the State Bank of India and on being selected was appointed temporary Messenger; and that he worked there from 12-4-88 to 31-5-88 i.e. 42 days continuously. The State Bank of India, Almorah branch by its letter dated 13-6-88 transferred his services to State Bank of India, Chalnichina branch and he worked there from 13-6-88 to 3-8-88 i.e. 47 days as messenger. Furthermore, he continuously worked from 10-10-88 to 11-3-89 i.e. 153 days at Regional Office of the State Bank of India, Almorah. In addition, he had worked for 106 days at Regional Office of the State Bank of India, Almorah from 16-11-87 to 13-3-88 and for 65 days in between 23-7-96 to 29-1-98. His total working period, thus, was 42 + 47 + 153 + 106 + 65 = 413 days but the management terminated his services without any benefits envisaged under the I.D. Act, though the bank used to appoint permanent messengers even after 1989.

3. The management of the State Bank of India denied claim of the workman, stating that he did not work for 240 days in twelve months to bring his case within the meaning of section 25-B of the I.D. Act, entitling him to the benefits of section 25-F. However, it is admitted that the workman was given appointment letter dated 22-6-88 by virtue of which he worked for 47 days at Chalnichina branch from 18-6-88 to 3-8-88 as a temporary messenger on salary basis. It is also pleaded that the workman is estopped to raise any dispute because he opted for selection in a process as per Bipartite settlement made Section 2(A) read with section 18(1) and Rule 58 of the I.D. (Central) Rules. His claim is barred under law. It is not open to him to seek remedy, both, under the Bipartite settlement and also under section 25-F of the I.D. Act. Opting for the settlement process, he appeared for interview and was placed in wait list to be absorbed against future vacancies. The wait list lapsed and as the name of the workman figured much below the last man absorbed. The life of the list was extended upto 31-3-97, and thereafter the panel was treated lapsed and exhausted. The settlement between the management and the State Bank of India workmen union arrived on 9-1-91 which is binding on the parties. In substance the management's case, is, that in accordance with the settlement between the management and union dated 17-11-87, 27-10-88 and 9-1-1991, the temporary employees and daily wagers whose services were utilized with in the period 1-7-75 to 31-7-88 were considered for absorption provided such employees fitted in the guidelines enumerated in the said settlement. The settlement classified three categories A, B and C as under:

(i) Category 'A'

Those who have completed 240 days temporary service in 12 months or less after 1-7-75.

Category 'B'

- (ii) Those who have completed 270 days aggregate temporary service in any continuous block of 36 calendar months after 1-7-75.

Category 'C'

- (iii) Those who have completed a minimum of 30 days aggregate 30 days aggregate 30 days service in any calendar year after 1-7-75 or a minimum of 70 days in aggregate temporary service any continuous block of 36 months after 1-7-75.

4. According to the management, the workman had worked for 47 days as temporary messenger till cut of date i.e. 31-7-88 and was included in list of category 'C' and could not get appointment till the list was operative upto 31-3-97. The management further denied continuous service for 240 days, in a year by the workman to be entitled to any relief.

5. The issues involved, may be categorised as under:

- (i) Whether the empanelment of the workman in category 'C' as per the Bipartite settlement dated 18-11-1987 was legal and justified and is he entitled to any relief? and
- (ii) If the workman is not entitlement to any relief as above, whether he is entitled to relief of reinstatement/continuity in service for having derived benefits under section 25-F of the I.D. Act?

5. The actual period of working by the workman, Puran Chand Joshi, at Almorah branch, Regional Office and Chalnichina branch Almorah of the State Bank of India are admitted by the management at page 10/11 of the written statement. To quote:

"To avoid any confusion the opposite party bank specifically submits that during the following period the applicant had worked as temporary messenger on the basis of the daily wages:

(a) Almorah Branch between	
16-11-87 to 13-03-88	— 106 days
(b) Almorah branch between	
12-04-88 to 31-05-88	— 42 days
(c) Regional Office Almorah between	
23-07-96 till 29-01-98.	— 65 days
	213 days

ON SALARY BASIS

(A) At Chalnichina branch Almorah	
between 18-6-88 to 3-8-88	— 47 days
(B) Regional Office, Almorah	
between 10-10-88 to 11-3-89	— 153 days
Total	200 days

6. The use of word "temporary messenger" is very significant. It is pleaded by the workman that his actual period of working as "temporary messenger" on the cut of date, visualized in the Bipartite settlement, more than 42 days. The management wrongly ignored his working as temporary messenger on daily payment basis. The settlement did not permit to ignore inclusion of such working nor has distinguished mode of payment to be the basis of treating 'temporary messenger'. The written certificate filed by the workman specifically mention his status as 'temporary messenger' and at no occasion mention him as casual daily wage. His entire period of working on the post of temporary messenger, irrespective of mode of payment should have been taken into consideration for purposes of his empanelment. His name should have figured in category 'B' or much above in list C, by illegal action of the management, benefits of absorption was denied to him.

7. The management has disputed above claim, firstly, on the ground of legal fallacy, and secondly, the claim being beyond the scope of reference. It is submitted that the reference relates to termination of services and not for giving employment to him under section 25-H, and not considering absorption as per Bipartite settlement. This Tribunal, is, thus, not competent to enter into merit of claim relating to absorption as per empanelment in light of the Bipartite settlement to dated 18-11-1987. The submission of the management cannot be rejected, as such, entitlement of the workman as per Bipartite settlement is not being considered, and relief in this count is not given.

8. The sole issue, thus, is to determine legal entitlement of the workman, as he was denied benefit of section 25-F, despite his continuous working for 242 days in one year. It is admitted that the workman was not given benefits of retrenchment compensation etc. under section 25-F. The terms of agreement under the Bipartite settlement cannot defeat entitlement under chapter V-A and V-B of the I.D. Act, thus it is necessary to examine claim of 'continuous service' by the workman and availability of benefits under section 25-F. The workman admittedly, had worked for 242 days in 12 months i.e. from 12-4-88 to 31-5-88 for 42 days, from 18-6-88 to 3-8-88 for 47 days, and from 10-10-88 to 11-3-89 for 153 days, the total being 242 days within 12 months from the date of the alleged termination on 11-3-89. This working period was within a year. It is contended by the management that the working for 242 days were at different units, hence cannot be conjoined for calculation purposes. This submission is misconceived. Almora and Chalnichina branches were functional under the regional office and so were not distinct separate units. Even in the Bipartite settlement dated 18-11-87, these branches and regional office were treated a single unit. Thus, the retrenchment of the workman without giving benefits of section 25-F of the I.D. Act, rendered his termination dated 11-3-89 illegal, and inoperative. The workman, is thus, entitled to relief of reinstatement/continuity in service with full back wages.

9. Accordingly, the award is as follow:

- (i) the action of the management in terminating the services of the workman, Mr. Puran

Chand Joshi, subsequent to 11-3-89 was illegal and inoperative and is unsustainable in law; and

- (ii) that the workman is entitled to reinstatement/continuity as temporary messenger with full back wages.

LUCKNOW.

17-1-2002.

RUDRESH KUMAR, Presiding Officer

नई दिल्ली, 23 जनवरी, 2002

का.आ. 485.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मराठवाड़ा ग्रामीण बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. I, मुंबई के पंचाट (संदर्भ संख्या सी.जी.आई.टी. 24/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-1-2002 को प्राप्त हुआ था।

[सं. एल.—12011/12/98—आई.आर. (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 23rd January, 2002

S.O. 485.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT-24/2000) of the Central Government Industrial Tribunal No. I, Mumbai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Marathwada Gramin Bank and their workman, which was received by the Central Government on 22-1-2002.

[No. L-12011/12/98-IR(B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. I, MUMBAI

PRESENT:

Shri Justice S. C. Pandey, Presiding Officer.
Reference No. CGIT-24 of 2000

PARTIES:

Employers in relation to the management of
Marathwada Gramin Bank, Nanded (M.S.).

AND

Their workman Shri S. M. Kulkarni.

APPEARANCES:

For the Management: Shri N. P. Warle, Officer.

For the Workman : Shri S. D. Kulkarni, Secretary of the Union.

Mumbai, dated this the 10th day of January, 2002

AWARD

The Central Government by its order No. L-12011/12/98 IRB1, dated 20-5-1999 has transferred the following dispute from Central Govt. Industrial Tribunal, Jabalpur (M.P.) for adjudication by this Tribunal:

"Whether the action of the management of Marathwada Gramin Bank in dismissing Shri S. M. Kulkarni, Clerk from services is legal and justified? If not, to what relief the concerned workman is entitled to?"

As per application by both parties, the matter is taken on board today. Shri Sunil D. Kulkarni, Secretary of the Marathwada Rural Bank Employees' Union Present, Shri N. P. Warle, Officer present for the Bank. Parties state that reference is not maintainable because matter has already been decided by CGIT, Nagpur. They have also filed a joint application duly signed stating the aforesaid fact. A copy of the Award 9-10-2000 is also placed on record. In view of the Award dated 9-10-2000 passed by the CGIT, Nagpur this reference has become infructuous as no dispute exists for decision by this Tribunal. The reference is accordingly disposed of.

S. C. PANDEY, Presiding Officer

नई दिल्ली, २४ जनवरी, २००२

का.आ. ४८६.—औद्योगिक विवाद अधिनियम, १९४७ (१९४७ का १४) की धारा १७ के अनुसरण में, केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण मुम्बई नं. २ के पंचाट को (संदर्भ संख्या सी.जी.आई. २/९१/१९९८) को प्रकाशित करती है, जो केन्द्रीय सरकार को २३/०१/२००२ को प्राप्त हुआ था।

[सं.एल.-१२०१२/३२०/९७- आई.आर. (बी.-१)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 24th January, 2002

S.O. 486.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT-2/91 of 1998) of the Central Government Industrial Tribunal No. II, Mumbai 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 23-1-2002.

[No. I-12012/320/97-IR(B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. II, MUMBAI

PRESENT :

S. N. Saundankar, Presiding Officer.

362 GI/2002—22

Reference No. CGIT-2/91 of 1998

Employers in relation to the Management of State Bank of India, Mumbai.

The Chief Personnel Manager (Per),
State Bank of India,
Personnel and Human Resources
Development Deptt.,
Madam Cama Road,
P. B. No. 10003,
Mumbai-400021.

AND

Their Workmen.

Smt. Kanan Upendra Bhatt,
355, Laxmi Niwas,
V. P. Road,
Mumbai-400004.

APPEARANCES :

For the Employer : Mr. K. S. Nanwani, Advocate.

For the Workmen : Mr. U. D. Bhatt, Advocate.

Mumbai, dated 12th November, 2001

AWARD

The Government of India, Ministry of Labour, by its Order No. L-12012/320/97-IR(B-I), dtd. 22-7-98, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2A of Section 10 of the Industrial Disputes Act, 1947, have referred the following Industrial Dispute to this tribunal for adjudication.

"Whether the action of the management of State Bank of India in terminating the services of Smt. Kanan Upendra Bhat is justified? If not to what relief the employee is entitled to?"

2. Workman Kanan was employed as a cashier-cum-clerk with the bank at Bombay Office in August, 1980. She had married in March 1985. Therefore she got herself transferred to Nagpur at her in-laws place. By the Statement of Claim (Exhibit-5) she contended that she got herself transferred to Mumbai, and then again to Nagpur and that she was posted at Koradi Branch, Nagpur. It is her contention that her health was not permitting to go long distance while working at Koradi and therefore at her request in July 1993, Branch Manager Mr. Kulkarni told her to report at Main Branch at Nagpur and accordingly she collected her release order from the said Manager in a sealed cover addressed to Assistant General Manager, Nagpur and handed over to the concerned officer. However, she was told to inquire on her posting and when she went for posting, she was not given work as the concerned officer had not resumed and consequently she was asked to put her presence in the visitors book and that the bank refused to register her presence in the muster roll. It is contended though she was reporting every day she was not provided work and that eventually in the last week of September 1993 due to threat to her and her daughters life by her husband and his family, on account of dowry demands, she had to run out of Nagpur to her parents place at Mumbai. She contended that D.G.M. Nagpur, Shri Bhagale who was in Bombay in first week of October 1993 on explaining her difficulties convinced and assured to transfer her to Mumbai on humanitarian grounds. In her transfer application she had clearly mentioned the threat to her life and that she was ready and willing to work at Bombay. She all the while enquired on her transfer to Bombay from Nagpur and that to her surprise, she received order from Koradi Branch, Nagpur calling her

explanation for remaining absent without any justification and to resume on duty with the prior permission of A.G.M. It is her contention that, she had apprised on her absence due to threat by her husband and waiting for the transfer order. It is contended again bank in the year 1994, asked her to join duty and that on her representation no action was taken and that she was apprised by A.G.M., Nagpur that she failed to report for duty, amounts to voluntarily ceasing her employment with the bank. It is her contention that this is nothing but, termination of the service under the guise and cover of cessation of service by the employer. She denied that she had voluntarily absented herself and left the service. Her services were terminated without holding inquiry, against the Principles of Natural Justice and therefore her termination is illegal. It is her contention that she was and is willing to work in the bank and that her termination being illegal she may be reinstated with full back wages.

3. Management, State Bank of India, resisted the claim of the workman by filing Written Statement (Ex-8/8A) contending that the workman absented herself from duty without any application and justification. Bank denied that workman was told by Koradi Branch Manager, Mr. Kulkarni to report at Main Branch Nagpur and that she was assured on her transfer from Nagpur to Bombay by A.G.M., Mr. Bhagale. It is the contention of the bank that during the service only once transfer on personal grounds is effected. However the workman sought three transfers on her sweet will and that she remained absent many times in her service span. In the year 1992 she was on unauthorised leave. She remained absent unauthorisedly from 19th July, 1993 in gross violation of rules of the bank without giving any prior intimation and fed up with such conduct, bank had issued notices on 17-3-94, 27-6-94, 7-9-94 and 10-12-94 and in spite of receipt of the notice she did not resume duty, which point out she had no intention to rejoin at Koradi Branch. It is contended since workman failed to report for duty is cessation of service therefore she stands retired from service from 11-1-95 under the provisions of service conditions para. XVI of the Bipartite Settlement. It is contended that workman having left her service, bank is not under obligation to hold departmental inquiry before terminating the services of the employee, as the termination of service is automatically brought about by the action of the employee herself, by force of the provisions contained in the certified standing orders binding on the employees. It is the contention of the bank that workman categorically pointed out that she will join the duties, only if she is transferred to Bombay which is against the labour jurisprudence as it is the prerogative of the employer to provide the work and place of his choice particularly when the service of the bank employees are transferable. It is contended that, bank officer did not and cannot ask the workman to record her presence in the visitors book and that D.G.M. had no power to transfer the workman from Nagpur to Bombay and that Branch Manager had no power to transfer any of the employees of the Branch. It is contended that two years after termination, workman raised a dispute which is a stale one and therefore cannot be entertained. It is contended, workman by the letter dtd. 25-6-96 raised dispute before the Regional Labour Commissioner and in turn tried for conciliation, however, failed, eventually on 3rd October, 1997. For all these reasons bank pays to dismiss the claim of workman in limine.

4. On the pleadings of the parties, my Learned Predecessor framed issues at Exhibit-9. Workman filed affidavit by way of Examination-in-Chief at Exhibit-20, and closed evidence vide purshis (Exhibit-24). Banks, Chief Manager, Mr. A. D. Kulkarni, Mr. Selokar the ex-husband of workman, Deputy Manager, Mr. Pimplapure and Chief Manager, Mr. Somkuwat filed affidavits on behalf of the bank by way of Examination-in-Chief (Exhibit-47, 48, 50 & 54) and closed evidence vide purshis (Exhibit-56).

5. Workman filed Written Submissions at Exhibit-58 and the management bank at Exhibit-59, alongwith the copies of decisions. On hearing the counsels for both the sides at length and perusing the record as a whole and the written submissions,

I record my findings on the following issues, for the reasons stated below :

Issues	Findings
1. Whether the reference suffers from laches ?	No.
2. Whether the bank addressed notices to the workman to join the duties ?	Yes.
3. Whether the bank had nightily treated the workman as voluntarily retired from 11-1-95 as she did not join the duties ?	No.
4. Whether the action of the management is against the Principles of Natural Justice ?	Yes.
5. Whether the action of the management of State Bank of India in terminating the services of Smt. Kanan Upendra Bhatt is justified ?	No.
6. If not, to what relief she is entitled to ?	As per order below

REASONS

6. At the threshold the Learned Counsel Shri Nanwani for the bank inviting attention of this tribunal to the written submissions (Exhibit-59/para. 3) submits that the workman absented herself from duty from 1993 to 1995 and that for the first time, she raised dispute with the Labour Commissioner on 25-6-96 i.e. after about 1-1/2 years and that this delay has not been explained and on this count, the reference needs to be disposed of. On the other hand, the Learned Counsel Mr. Bhatt urged with force that the workmen are of weaker section. The object of the Act is to improve the service conditions of the Industrial Labour so as to provide them the ordinary amenities of life and by the process to bring about industrial peace which would on its term accelerate productivity activity of the country resulting in its prosperity. Therefore assuming there is a delay does not come in the way of workman. Their Lordships of Supreme Court in *Alaib Singh Vs. The Sirhind Co-operative Marketing-cum-processing Service Society Ltd. & Anr.* JT 1999 (3) SC 38 Observed :

"The Act was brought on the statute book with the object to ensure social justice to both the employers and employees and advance the progress of industry. It is a piece of legislation providing and regulating the service conditions of the workers."

In *Hindustan Antibiotics Ltd. Vs. The Workman* AIR 1967 SC 948 Their Lordships ruled :

"The Act is intended not only to make provision for investigation and settlement of industrial disputes but also to serve industrial peace so that it may result in more production and improve the national economy. The provisions of the Act have to be interpreted in a manner which advances object of the legislature contemplated in the statement of objects and reasons. While interpreting difference provisions of the Act, attempt should be made to avoid industrial unrest, secure industrial peace and to provide machinery to secure that end. In dealing with industrial disputes, the courts have always emphasized the doctrine of social justice which is founded on basic ideal of socio-economic equality as enshrined in the Preamble of our constitution. While construing the provisions of the Act, the court have to give them a construction which should help in achieving the object of the Act"

On going through the observations of Their Lordships of the Apex Court in the above said decisions, in the light of the

facts of the case on hand, I find no substance in the submission of Mr. Nanwani that for delay of 1-1/2 years the reference needs to be disposed of. Consequently issue No. 1 is answered in the negative.

7. Admittedly workman joined the bank in 1980 as a clerk cum cashier. She was transferred at her request thrice from Bombay to Nagpur, Nagpur to Bombay and again from Bombay to Nagpur at Koradi Branch. According to the bank, workman unauthorisedly absented herself from duty from 19-7-93 to 11-1-95. Admissions of the adversary is the best evidence. Workman Kanan Bhatt who is graduate admits in cross-examination, Para. 15 that though she received all different letters mentioned in Exhibit-10 & 15 she did not join. Letters filed with list Exhibit-10 & 15 pertain to the reminders sent to the workman, by the bank to report on duty. These admissions goes to show that workman received notices from the bank to join the duties. It is also clearly seen from the evidence of the witnesses of the bank that many a times workman was apprised to join the duty, but, she failed. Issue No. 2 is therefore answered in the affirmative.

8. The crucial point is whether the bank is justified in treating the workman as voluntarily retired from 11-1-95. Admittedly workman who joined in 1980 as a clerk sought three transfers as per her choice. It is clearly seen from her cross-examination, para. 15 that she had not given any leave application. According to her, in July, 1993 her health was not permitting to travel long distance at Koradi, Nagpur and therefore she had requested for transfer to Nagpur and that Branch Manager Mr. Kulkarni gave her release order in a cover which she presented in Nagpur, Main Branch. However, she was not given posting. She added that she was not allowed to put her presence in the muster roll and was directed to mark her presence in visitors book maintained by the bank and that during July, August, September, 1993 she was not provided office work and that in the last week of September, 1993 due to threat to her and her daughter's life by her husband on account of dowry demands she had to run from Nagpur to her father's place at Bombay and therefore she could not visit Nagpur and further added that the then D.G.M. Mr. Bhagale hearing her grievance assured her to transfer her to Bombay and that she waited, but, could not get transfer order nor posting at Bombay. In cross-examination she had to admit that Branch Manager has no power to transfer and further admitted that there are different authorities of transfer. The Learned Counsel Mr. Nanwani in his written submissions (Exhibit-59, para. 6) clearly depicted the legal position on transfer. From the evidence of witnesses Mr. Kulkarni, Pimplapure and Mr. Somkumar it is apparent that the Branch Manager has no power to transfer any employee in any other branch and that D.G.M. is the head of Module or Zone and A.G.M. is the head of Region. This goes to show that neither Branch Manager, Mr. Kulkarni nor then D.G.M., Mr. Bhagale had authority to transfer workman from Koradi Branch to Main Branch, Nagpur/or from Nagpur to Bombay. Admittedly workman did not join at Koradi Branch where she was lastly working nor given any application for leave. At this juncture, the Learned Counsel Mr. Nanwani submits that workman had no intention to work in the bank and therefore she did not join, though admittedly received notices to report on duty, therefore bank is justified in treating the workman as voluntarily retired from 11-1-1995.

9. The Learned Counsel Mr. Bhatt submits that workman had not tendered resignation. Her name has been struck off from the muster roll amounts to termination of service and that could not be done without inquiry being held in the matter. The Learned Counsel Mr. Nanwani submits that workman remained absent without any leave application which is unauthorised, under the Bipartite Settlement (Exhibit-40) which depicts the situation wherein an employee shall be deemed to have voluntarily retired from the banks service and taking help of that he submits the bank is justified in treating the workman deemed to have voluntarily retired.

10. As referred in para. 6, Their Lordships of the Apex Court pointed out that the object of bringing the statute book is to ensure social justice to both employers and employees and advance the progress of industry by bringing about the existence of harmony and cordial relations between the parties which is a social legislation. Therefore, it is necessary to see whether Principles of Natural Justice followed by the management in the case of workman. The Learned Counsel Mr. Bhatt has rightly pointed out that striking off the name

from the muster roll amounts to termination of service. This constitutes retrenchment. Nothing on record to show that workman Kanan voluntarily retired. Therefore, it is obligatory upon the employer who wants to retrench the workman to give notice thereby to follow the Principles of Natural Justice. In the case in hand management admittedly gave notice to workman, however, unfortunately no inquiry was held. It is seen without giving opportunity to show cause and hearing the workman, management treated the workman as voluntarily retired from 11-1-95 and thereby terminated her service. Their Lordships of the Supreme Court in *Jai Shanker Vs. State of Rajasthan* AIR 1966 SC page 492 ruled :

"Removal from service without giving opportunity to show cause is illegal."

The Learned Counsel Mr. Nanwani inviting attention of this tribunal to the written submissions pg. 32 urged that, in case of unauthorised absence action of the employer in treating the employee voluntarily retired is upheld. He submits that non-compliance of the Principles of Natural Justice unless causing prejudice held does not automatically entitle to relief under Article-226, and urged with force that in the case in hand, nothing to show that by not holding inquiry prejudice had occasioned and therefore the action of the management treating her as voluntarily retired amounting to her retirement w.e.t. 11-1-95 is totally justified.

11. It is necessary to see whether prejudice has occasioned in observing the Principles of Natural Justice. Workman Kanan is a lady aged 41 years having a small daughter. It has come in her evidence that she had married in 1985 and therefore sought transfer to her husband's place at Nagpur. However, due to difference she had to seek divorce. It is in the evidence of the management witness Mr. Selokar that his marriage with Kanan was dissolved by the court's order dtd. 12-12-94. Workman remained absent from duty from 1993. If we looked these aspects coupled with the decree of divorce in the light of the discussion supra employer bank was under the obligation to give opportunity to workman to explain as to why she remained absent and to hold inquiry to know the truth and thereafter to take necessary action. From this point of view, treating the workman as voluntarily retired and following the action of management in termination of services of workman if looked, is against the Principles of Natural Justice, therefore the management is not at all justified. Consequently issue No. 3 & 5 is answered in the negative and issue No. 4 in the affirmative.

12. As stated earlier, bank addressed notices to the workman to join the duties, but, admittedly workman did not join the duties. She remained absent without application. She admittedly did not join duty at her last service place at Koradi Branch, therefore, she is not entitled to any back wages. However, since the action of the management in treating the workman without holding enquiry as voluntarily retired is unjustified, the bank will have to be directed to reinstate her in service. Therefore the following order is passed :—

ORDER

The action of the management of State Bank of India in treating the workman Smt. Kanan Upendra Bhat as voluntarily retired and consequently terminating her service is not justified.

The management is directed to reinstate her in service.

S. N. SAUNDANKAR, Presiding Officer

नई दिल्ली, 24 जनवरी 2002

का.आ. 487.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अंतर्गतरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अतुबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण मुम्बई नं. 2 के पंचाट (संदर्भ संख्या सी.जी.आई.टी.-2/92/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-01-2002 को प्राप्त हुआ था।

[सं. एल 12012/543/98 आई आर (वी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 29th January, 2002

REASONS

S.O. 487.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT-2/92/1999) of the Central Government Industrial Tribunal No. 2, Mumbai 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 23-1-2002.

[No. L-12012/543/98-IR(B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAI

PRESENT :

Shri S. N. Saundankar, Presiding Officer.

Reference No. CGIT-2/92 of 1999

Employers in relation to the Management of State Bank of India.

The Chairman,
State Bank of India,
Main Branch,
Mumbai-400021.

AND

Their Workmen.

The Dy. General Secretary,
State Bank of India Staff Union,
68/86, Harkoovaria Building,
Pandit Bakhale Path,
Mumbai-400002.

APPEARANCES :

For the Employer : Mr. V. H. Kantharia, Advocate.

For the Workmen : Mr. M. B. Anchan, Advocate.

Mumbai, dated 20th November, 2001

AWARD PART-II

By the interim award dated 7-1-2000, my Learned Predecessor held that the domestic enquiry conducted against the workman does not vitiate and that findings are not perverse.

2. The Employees' Union vide claim statement, Ex-5, contended that, punishment imposed by the management of stoppage of two increments of Shri Yerunkar for two years with cumulative effect is very much harsh and disproportionate to the alleged misconduct. The management vide Written Statement, Ex-6, opposed the same contending that the workman attacked Shri Bhojane lifting cooker while on duty and the same has been proved during the enquiry. It is contended that the disciplinary authority, considering the nature of misconduct taking lenient view, imposed punishment, which is not at all disproportionate.

3. Both the parties did not lead oral evidence vide Purshis Ex-20. Union filed written submissions Ex-21 and management Ex-22. On going through the record as a whole and hearing the counsels, I record my findings on the following issues No. 3 & 4 framed at Ex-10 for the reasons mentioned below :

ISSUES

FINDINGS

3. Whether the action of the bank by stoppage of two increments of Yerunkar is justified ?

Yes;

4. If not, what relief the Workman is entitled to ?

Does not survive.

4. At the threshold, the learned counsel, Mr. Anchan, for the Union submits that without any abuse or any hot words, workman lifted the cooker, would not show that he so intended to hit the complainant, and from this point of view, no fault lies with the workman. He submits that the appellate authority, failed to consider the material aspect of the matter and that the discrimination caused in awarding punishment. He submits with force that since, there was no misconduct, punishment other than that of stoppage of two increments is warranted. On the other hand the learned counsel, Mr. V. Kantharia, for the Bank submits that the appellate authority considered the points raised before it and that under the Bipartite Settlement, the act of the workman amounts to misconduct. He submits that Tribunals are not vested with powers to interfere with the punishment as has imposed by the disciplinary authority and that the Tribunals can interfere with punishment of dismissal/discharge under Section 11-A of the Industrial Disputes Act.

5. Since, the enquiry held against the workman does not vitiate, hardly can be looked into the aspect of enquiry at this stage and on this count, the submissions of Mr. Anchan that, there was no misconduct on the part of the workman and that the appellate authority did not consider the material aspect, carry no substance. So far the quantum of punishment i.e. stoppage of two increments of Mr. Yerunkar is concerned, going through the record as a whole, can be said to be just and fair. Punishment, referred to above cannot be interfered by this Tribunal being other than dismissal/discharge under Section 11(A) of Industrial Disputes Act, 1947 as rightly urged by Mr. Kantharia, therefore, question to reduce the same does not arise. The action of the management is view of the position, is totally justified. Consequently, workman is not entitled to any relief. Points are therefore, answered accordingly and hence the order :

ORDER

Action of the State Bank of India, Mumbai by stoppage of two increments of Shri A. W. Yerunkar is justified.

S. N. SAUNDANKAR, Presiding Officer

नई दिल्ली, 16 जनवरी, 2002

का.आ. 488:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सेंट्रल बैंक ऑफ इंडिया के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण लखनऊ के पंचाट (संदर्भ संख्या 84/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-1-2002 को प्राप्त हुआ था।

[सं. एल.—12012/107/200-आई.आर. (बी-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 16th January, 2002

S.O. 488.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 84/2000) of the Central Government Industrial Tribunal-cum-Labour Court, Lucknow 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 15-1-2002.

[No. L-12012/107/2000-IR(B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT,
LUCKNOW

I.D. No. 84/2000

Ref. No. L-12012/107/2000/IR(B-II) dt. 20-9-2000

PRESENT :

Rudresh Kumar.--Presiding Officer.

BETWEEN

Rajesh Kumar, Alias Ram Kumar S/o Surender
Lal, Gulam Ali Pura R/o 135, Near Mall
Than Mandir, Bahraich.

AND

Regional Manager, Central Bank of India, Re-
gional Office 73, Hazratganj, Lucknow-
226018.

AWARD

By reference No. L-12012/107/2000/IR(B-II) dated 29-9-2000, the Central Government in the Ministry of Labour, in exercise of powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 I.D. Act (14 of 1947) made over this industrial dispute between Rajesh Kumar S/o Surender Lal, Bahraich and Regional Manager, Central Bank of India, Lucknow for adjudication.

The reference is produced as under :

"Whether the action of the management of Central Bank of India, Kewaraganj Branch, Bahraich in terminating the services of Shri Rajesh Kumar on 11-8-99 was legal and justified? If not, what relief the workman is entitled to?"

2. Facts giving rise to this industrial dispute are; that the workman, Rajesh Kumar, was engaged on 20-8-91 in Bahraich branch of the Central Bank of India, that he could work for one day in the said branch due to objections of some of the staff members, on plea of his being minor at the said time; that thereafter he was called to work in place of Vinod Prasad, as daily wage labour on regular post of waterman-cum-peon; that Vinod Prasad filed a writ petition No. 7940/93 in the High Court of Adjudication at Allahabad, Lucknow bench, and subsequently, he was appointed in place of another daily wage as per the order of the Hon'ble High Court that he was again appointed on 12-3-93 as daily wage peon and continued till 1-6-93 for 38 days, that on 27-6-93 he was again asked to work as waterman-cum-peon for serving water to the bank staff and customers and worked till 8-5-99. In this way, he worked for more than 2100 days continuously. The management took duties of peon-cum-farrash from him but payments were manipulated in fake names. He worked for 368 days as Rajesh Kumar and also for 113 days in the name of Ram Kumar; and that he last worked as Rajesh Kumar on 10-5-99 and as Ram Kumar on 11-8-99. Though he worked for six years with the Central Bank of India but the management terminated his services without giving benefit of section 25-F

and other provisions of the Industrial Dispute Act. Accordingly, the workman has impugned his termination dated 11-8-99 in this industrial dispute.

3. The management has refuted claim of the workman disputing facts of his engagement or alleged re-engagement as recited in the statement of claim. It has been pleaded that there was never any relationship of employer and employee between the bank and the workman. The bank management had taken services of claimant when needed on casual basis. He was given contract to fetch water from outside and fill the containers on weekly basis. He was not engaged as daily wage. It is denied that the workman had worked in the branch for any other purposes except for fetching water as aforesaid.

4. The management pleads further that the workman was working with the generator owner which was hired by the bank. In case the workman did some additional work, he was compensated by paying some extra payment. The management further state that the workman was engaged in the canteen run by a committee of the bank staff members, and the bank had no concern with such works.

5. In support of the case, the parties relied on oral and documentary evidence. The workman has filed a copy of his representation, a notice to the bank by his Advocate dated 17-7-99, a photo copy of pay order for Rs. 25 dated 11-8-95, besides working charts Annexure A-4 and Annexure A-5, showing continuous working by the workman. These charts were prepared by the workman himself and were filed to indicate number of working days and wages received from the bank. The workman has also filed a circular letter dated 16-8-2000 issued by the Regional Office of Central Bank of India to all the branches bearing members of those having worked for more than 240 days or more in any of the branches.

6. It is clear from the records as well the evidence adduced by the parties that the workman was associated with the bank from 28-6-93, according to the management for fetching water on contract, though denied by the workman, who claims his services as daily wage against the post of waterman-cum-peon. The management admitted entries in Annexure 4 and 5 and submitted that the entries in Annexure 4 indicates weekly payment of Rs. 30 per week revised to Rs. 50 per week. These payments were not daily wage but payments for fetching water from outside on weekly basis under an oral agreement with the workman. It is submitted that the payments were also made for holidays except Sunday irrespective of actual days of working. Even payments were made for national holidays as would be clear from the chart, Annexure-4. Rate of payment Rs. 50 per week means Rs. 8.30 per working days which was not possible

7. The management has further elaborated his submissions by showing that entries in Annexure-5 and Annexure-4 tallied on substantial number of dates. Additional payments of Rs. 20 per day were made to the workman as and when he worked so. The working days in Annexure-5 were not 240 days in any period of 12 months. This fact is also conceded by the A/R workman.

8. The management contention can not be rejected. Annexure-4 indicates weekly payment and belies theory of daily wage. Likewise payments on actual working basis as per Annexure-5 show that the workman was not a daily wager. Had he been a daily wager, there would have not been question of extra payment. There are several common days in Annexures 4 and 5. The allegations of the workman that he worked for more than six year continuously as daily wager can not be accepted. He is not entitled to benefit of Section 25-F accordingly. The workman was also not part time worker but received weekly payments for fetching water.

9. The action of the management in discharging him can not be held to be illegal. The workman is not entitled to any relief.

10. Award as above.

LUCKNOW,

Dated : 9-1-2002.

RUDRESH KUMAR, Presiding Officer

नई दिल्ली, 17 जनवरी, 2002

का.आ. 489.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूको बैंक के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 2, धनबाद के पंचाट (संदर्भ संख्या 28/1994) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-1-2002 को प्राप्त हुआ था।

[सं. एल-12012/285/93-आई.आर. (बी-II)]

सी. गंगाधरन, अवसर सचिव

New Delhi, the 17th January, 2002

S.O. 489.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 28/1994) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Dhanbad as shown in the annexure in the Industrial Dispute between the employers in relation to the management of UCO Bank and their workman, which was received by the Central Government on 16-1-2002.

[No. L-12012/285/93-IR(B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT :

Shri B. Biswas, Presiding Officer.

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act, 1947

Reference No. 28 of 1994

PARTIES :

Employers in relation to the management of UCO Bank and their workman.

APPEARANCES :

On behalf of the workman : Shri B. Prasad, State Secretary, UCO Bank Employees Association.

On behalf of the employers : Shri P. K. Chatterjee, Authorised Representative.

State : Jharkhand.

Industry : Banking.

Dated, Dhanbad, the 3rd January, 2002

AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-12012/285/93-IR. B-2 dated, the 6th May, 1993.

SCHEDULE

“Whether the action of the management of UCO Bank, Bhagalpur in terminating the services of Shri Sita Ram Yadav, Casual workman with effect from 5-1-1990 and not giving him the opportunity for empanelment for future employment in terms of the Approach Paper circulated by the Ministry of Finance in 1990 is justified? If not, what relief is the said workman entitled to?”

2. The case of the concerned workman according to the W.S. in brief is as follows :—

The concerned workman in his W.S. submitted that he was orally appointed by the management of UCO Bank, Narainpur branch, Bhagalpur to discharge the duties of Peon on and from 3-3-86. He submitted that as part of his duty he had to discharge the following duties :—

- (1) taking out ledgers, registers from the almirah.
- (2) cleaning chairs, tables whenever required.
- (3) carrying token books, scroll books from accounts deptt. to cash deptt. and vice versa.
- (4) stitching of currency notes, vouchers as per requirement.
- (5) posting of mails and distribution of dak.
- (6) serving water to the members of staff and customers of the bank, etc.

He submitted that he used to discharge his duties from 10.00 A.M. to 6 P.M. regularly and during this period the management through vouchers used

to pay wages at the rate of Rs. 5, 8, 10 daily on weekly basis and sometimes on fortnightly basis. He submitted that through he had to discharge his duties like a regular staff the management refused to pay him any bonus and also would not allow him to sign the attendance register. He submitted that all on a sudden the management stopped him from work with effect from 5-1-90. After termination of his service he approached the management on a number of occasions for his reinstatement, but of no avail. He submitted that in the month of October, 1989 an agreement was arrived at Apex Level for absorption of those workmen who have worked for 240 days during the preceding three years. He submitted that inspite of his continuous service over three years and also inspite of his submitting representation to that effect the management did not pay any heed to his request for regularisation of his service. He alleged that the action of the management in stopping the workman from performing his duty is retrenchment as per Section 2(oo) of the I.D. Act, 1947 and thereby violated the statutory provision of I.D. Act, 1947 according to the provision as laid down under Section 25F. He further submitted that as the management failed to consider his representation he approached the union for raising the dispute before the ALC(C) Patna for conciliation which ultimately resulted reference to this Tribunal. The concerned workman has accordingly prayed for passing an Award directing the management to reinstate him in service as Class IV employee with back wages.

2. The management on the contrary after filing W.S.-cum-rejoinder have denied all the claims and allegation which the concerned workman asserted in his W.S. The management submitted that the concerned workman was a casual worker and for which there was no question of terminating him from service with effect from 5-1-90. They submitted that the concerned workman was engaged for performing certain contingent nature of job as casual worker first on 5-4-86 by the then Manager of Narainpur Branch against daily wage and thereafter from time to time as and when his service was required by the Manager, though he had no authority to engage any such worker in view of the Standing Order of the management. They submitted that Bank is a State within the meaning of Article 12 of the Constitution of India and is obliged to function within parameter of Articles 14 and 16(1) of the Constitution of India in the matter of appointment. Moreover the Employment Exchange Act is to be followed and the names sponsored by the Employment Exchange are to be considered for recruitment in the subordinate cadre. There was no sanction/provision for engagement of casual worker from the competent authority. Since engagement of casual workers for contingent nature of work was invalid abinitio the concerned workman cannot be considered as workman under the provision of Section 2(5) of I.D. Act, 1947. Similarly the demand for regularisation of a casual worker not validly engaged for contingent nature of work is not an industrial dispute under Section 2(K) of the I.D. Act. Accordingly there is no relationship of employer and employee between the management and the concerned workman. They submitted that the concerned workman was never appointed as tem-

porary Peon in the Bank. No sanction or approval was obtained by the Branch Manager from the competent authority of the Bank for and before such engagement. In fact no authority was vested on the Branch Manager to engage or to permit any casual worker to continue his service for an indefinite period. In absence of any authority on the part of the local management of the Bank/branch to permit a casual worker to continue in engagement there was no alternative but to disengage him with effect from 16-3-90 as his said engagement without authority was irregular. They further submitted that the concerned workman could not complete 240 days of work in a year and as such he was not eligible for his absorption. Accordingly the management has prayed for passing an Award rejecting the claim of the concerned workman.

3. The points for consideration in this reference are :—

“Whether the action of the management of UCO Bank, Bhagalpur in terminating the services of Shri Sita Ram Yadav, Casual workman with effect from 5-1-1990 and not giving him the opportunity for empanelment for future employment in terms of the Approach Paper circulated by the Ministry of Finance in 1990 is justified? If not, what relief is the said workman entitled to?”

DECISION WITH REASONS

4. The management has examined one witness in order to counter claim the claim made by the concerned workman. On the contrary the concerned workman examined himself as witness to substantiate his claim. Considering the evidence of the management and the concerned workman and also considering the pleadings I find no dispute to hold that the Manager of Narainpur Branch of UCO Bank, Bhagalpur engaged the concerned workman to perform some duties with effect from 3-3-86. The concerned workman further admitted that the management did not issue any appointment letter while he was engaged there. He submitted further that as a part of his duties he had to take out ledgers, registers from the almirah, cleaning chairs, tables whenever required, carrying token books, scroll books from accounts deptt. to cash deptt. and vice versa, stitching of currency notes, vouchers as per requirement, posting of mails and distribution of dak, and serving water to the members of staff and customers of the bank etc. and his duty hours was from 10.00 A.M. to 6 P.M. regularly. He submitted further that continuously he worked in the said branch from 3-3-86 to 4-1-1990 and thereafter all on a sudden he was stopped from work with effect from 5-1-90. It is the contention of the concerned workman that inspite of his continuous work for more than 3 years the management did not consider necessary to regularise his service, inspite of giving several representations. On the contrary the contention of the management is that as per decision of the authority no Manager was eligible lawfully to engage any casual worker at his Bank without prior approval. Disclosing this fact the management submitted that unauthorisedly and illegally the Manager of Narainpur branch engaged

the concerned workman as casual worker to perform certain duties at his branch and he was stopped from his work the moment the matter was brought to the notice of the authority. The management categorically denied the fact about the claim of the concerned workman relating to his continuous work in the said branch of Uco Bank branch Narainpur. They submitted that he was engaged occasionally to perform certain jobs and in no circumstances during this period he worked for more than 240 days in a year. However, in course of hearing both sides admitted that as a dispute over engagement of casual workers at different branches cropped up the management finding no other way and also in order to solve such dispute entered into a Bipartite agreement with the concerned union on 12-10-89. According to the said agreement eligibility criteria was fixed for absorption of casual workers under the management in the subordinate cadre. 2(a) of the said agreement is as follows :—

“Only persons who have been engaged as casual worker for full day’s work and who have been discharging any of the normal duties in the Bank in the subordinate cadre as casual workers for a period of 240 days or more with or without interruption during the period of 3 years immediately preceding this settlement. **HOWEVER, THOSE WHO HAVE BEEN ENGAGED AS WATER BOY ON DAILY WAGE WOULD NOT BE ELIGIBLE FOR BEING CONSIDERED FOR ABSORPTION UNDER THIS SETTLEMENT.**”

According 2(b) of the said agreement for the purpose of computing 240 days, holidays and Sundays in a week would be included if such person has been engaged for the rest of the days in the said week. On the basis of that agreement the concerned workmen submitted in course of hearing which was marked as Ext. W-1, his application form duly filled in before the Branch Manager for his onward transmission to the appropriate authority. In the said application the concerned workman disclosed categorically that on daily wages basis he worked for about 240 days during the three years preceding 12-10-89 in terms of the circular No. CHO/PAS/16/89 dated 19-10-89. Along with the application he also enclosed his duty chart showing performance of his work as casual worker on daily wages basis in response to the clause (h) of the said application form. In column (h) of the said application is as follows :—

“(h)” Detailed date wise break-up of engagement on daily wage basis in Bank in 3 years immediately preceding 12-10-1989, as envisaged in para 2(a) of the settlement and also the nature of job performed.”

The concerned workman filled up the said column which is as follows :—

“As per date wise list enclosed.

Peon Cum Farash.”

The said application form during evidence of the management was marked as Ext. M-2 and enclosed sheet therein was marked as Ext. M-3. From the enclosed sheet showing dates relating to his performance of work as casual worker under the management speaks clearly that for the period from 5-5-86 to 19-10-86 he worked under the management for a period of 241 days. It has been submitted on behalf of the concerned workman that inspite of fulfilment of the criteria as per Bipartite agreement the management refused to regularise his service in subordinate cadre as Class IV staff arbitrarily and illegally. On the contrary the management submitted that as the concerned workman has failed to fulfil the criteria of his working for 240 days within the period of three years preceding to 12-10-89 his case could not be considered for absorption and in support of the said claim the management relied on the enclosed sheet relating to the performance of work submitted by the concerned workman. The enclosed sheet relating to the performance of work of the concerned workman during evidence was marked as Ext. M-3. From this sheet it transpires that the concerned workman worked under the management for a period of 241 days as casual worker for the period from 5-5-86 to 19-10-89. The management submitted that calculation of 240 days should be from 12-10-86 to 12-10-89 as the said bipartite agreement came into effect from the said date and if it is so considered according to the said attendance sheet the concerned workman performed his duties as casual worker for less than 240 days. The management also relied on their own performance sheet of the concerned workman in support of their claim which in course of evidence was marked as Ext. M-1. If these two attendance sheet marked as Ext. M-1 and M-3 are considered in that case I find little scope to wipe out the claim of the management. The concerned workman in course of hearing submitted that he also submitted another application before the management on 20-11-89 marked as Ext. W-2. But the management did not consider that application. Though from the said application it will expose clearly that he worked for more than 240 days in a year during the period from 1987 to 1989 and for which there is no reason on the part of the management to ignore his claim. The said application form duly filled in and signed by the concerned workman dated 20-11-89 was marked as Ext. W-2. I have considered both the application form marked as Ext. M-2 and W-2 duly filled in and signed by the concerned workman. In course of hearing and perusal of these two documents I have noticed gross discrepancy appearing in Col. No. (c). In Col. No. (c) of the application form marked as Ext. M-2 the date of birth of the concerned workman was recorded as 10-8-63 while the date of birth in Col. No. (c) of Ext. W-2 was recorded as 1-2-62. No satisfactory explanation on the part of the concerned workman came before the Court how his date of birth varied in such ugly manner. In Col. No. (h) of the application form marked as Ext. M-2 he relied on the attendance sheet which was enclosed but in Col. No. (h) of the application form marked as Ext. W-2 he disclosed number of days worked by him for the period from 1986, 1987, 1988 and 1989. According to the claim as per application form marked as Ext. W-2 the concerned workman has failed to produce a single scrap of paper to show that he worked continuously for 73

days during the period of 1986, 305 days during the period 1987, 298 days during the period of 1988 and 236 days during the period of 1989. The question which has been cropped up now which document should be relied on. It is seen that the document marked as Ext. W-2 was filled up and signed by the concerned workman on 20-11-98. On the contrary the document marked as Ext. M-2 was filled up and duly signed by the concerned workman on 19-12-89. The document marked as Ext. M-2 was submitted before the Manager, Narainpur branch who duly certifying the said application form forwarded the same to the higher management. It has been submitted that by the concerned workman that the management refused to accept the document marked as Ext. W-2. I think such argument extended by the concerned workman is not tenable at all because of the fact that the application form marked as Ext. M-2 was submitted by the concerned workman on 19-12-89 and it was the Manager who duly forwarded the same with certificate. Naturally there was no reason on the part of the Manager to forward the application form marked as Ext. W-2 if at all was submitted before the Manager. The gross discrepancy which I have noticed from these two application is in relationship to the date of birth of the concerned workman recorded therein. It is not expected that a person will have two different date of birth. Naturally onus absolutely lies on the concerned workman to establish under which circumstances his two different date of birth have been recorded in the said two different applications. There is reason to believe that the concerned workman did not come forward with his clean hand. Naturally, I find little scope to give importance to the application form duly filled in and signed by the concerned workman marked as Ext. W-2. The concerned workman in course of hearing relied on the certificate issued by the Branch Manager marked as Ext. M-2. Referring the said certificate the concerned workman submitted that the management admitted the fact of his working for more than 240 days during the period of three years preceding 12-10-89. This certificate issued by the Manager is as follows:—

CERTIFICATE OF THE BRANCH/OFFICE

"Certified that all information furnished above by the applicant have been duly verified and are found correct. The details regarding No. of full days of work as casual worker for discharging any of the normal duties in the Bank in the subordinate cadre including nature of job performed as mentioned under item (g) of the application have been duly verified and these are found to be true and borne out by facts and records with the branch/office.

Dated : 19-12-1989.

Sd/- Illegible.

Manager/Head of Office."

I have considered the said certificate carefully and I have failed to find out any serious discrepancy in the same. There is sufficient reason to believe that the said certificate was issued after verifying the enclosed sheet of the concerned workman. If the enclosed attendance sheet is considered it will speak

clearly that the concerned workman worked for 241 days with effect from 5-5-86 to 19-10-89.

5. Condition laid down in the Bipartite settlement marked as Ext. W-1 for absorption of casual worker in subordinate cadre IV shall be taken into consideration with all importance. Until and unless all the condition laid down therein are fulfilled the concerned workman cannot claim his absorption. First and foremost condition was that one casual worker must have worked for 240 days within a period of 3 years preceding 12-10-89. The concerned workman referred clause (b) of the said agreement and submitted that the said 240 days was also included holidays and Sundays. Clause (b) of the agreement speaks clearly that for the purpose of computing 240 days holidays and Sundays would be included after such person has been engaged for the rest of the days in the said week. The clause is clear. The question of counting holidays and Sundays will only crop up if that person works althrough the said week. I have considered both the attendance sheet submitted by the management and the concerned workman marked as Ext. M-2 and W-2 carefully. Considering the said attendance chart hardly there is some scope to add same Sundays and holidays but if the Sundays and holidays are added in that case too the concerned workman has failed to fulfil the criteria of 240 days of work as casual worker. I do not find any scope to raise any dispute about his engagement at Narainpur branch as casual worker. I also do not find any scope to raise any dispute about his engagement as casual worker from 1986 to early part of 1990. But these two facts will not automatically establish the claim of the concerned workman for his absorption as subordinate cadre IV staff under the management in view of the said Bipartite agreement. Until and unless the criteria as laid down in the said agreement are fulfilled. I have carefully considered all the relevant papers carefully and I am of the view that the concerned workman has failed to establish that he worked under the management for 240 days within the period of three years preceding 12-10-89. As such after careful consideration of all the facts and circumstances I hold that the management did not commit any illegality in rejecting the claim of the concerned workman. Accordingly the concerned workman is not entitled to get his relief. In the result, the following Award is rendered:—

"The action of the management of UCO Bank, Bhagalpur in terminating the services of Shri Sita Ram Yadav, Casual workman with effect from 5-1-1990 and not giving him the opportunity for empanelment for future employment in terms of the Approach Paper circulated by the Ministry of Finance in 1990 is justified. Consequently, the concerned workman is not entitled to get any relief."

B. BISWAS, Presiding Officer

नई दिल्ली, 17 जनवरी, 2002

AWARD-PART-I

का.आ.490.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूचन में केन्द्रीय सरकार कॉरपोरेशन बैंक के प्रबंधन के संबंध में केन्द्रीय सरकार और केन्द्रीय सरकार औद्योगिक अधिकरणों के बीच, अनुसूचन में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरणों के पंचाद (संदर्भ संख्या 2/60/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-1-2002 को प्राप्त हुआ था।

[सं. एल.—12012/183/98—आई.आर. (बी-II)]

सी. गंगाधरन, अवर सचिव

New Delhi, the 17th January, 2002

S.O. 490.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 2/60 of 1999) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Mumbai as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Corporation Bank and their workman, which was received by the Central Government on 16-1-2002.

[No. L-12012/183/98-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-2/60 of 1999

Employers in Relation to the Management of Corporation Bank.
The Regional Manager,
Corporation Bank, Salgaocar Chambers,
Near Patto Bridge,
Panjim, Goa,
Panaji-403001.

AND

Their Workmen.
The General Secretary,
Gemantak Mazdoor Sangh,
Kamakshi Krupa,
Ground Floor,
Khandapa Band, Ponda, Goa,
Goa.

APPEARANCES :

For the Employer : Mr. S. S. Pradhan, Representative.

For the Workmen : Mr. P. Gaonkar, Representative.

Mumbai, dated 24th October, 2001

The Government of India, Ministry of Labour, by its Order No. L-12012/183/98-IR(B-II), dated 22-2-1999/9-3-99, 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 Industrial Dispute to this Tribunal for adjudication.

"Whether the action of the management of Corporation Bank in dismissing Shri Shriram S. Pai Raiturkar, Typist-cum-Clerk, Margao Branch from the services w.e.f. 21-3-97, is legal and justified? If not, what relief the workman is entitled to?"

2. The workman Shri Raiturkar was working as typist-cum-clerk in Corporation Bank since 1980. While working in Margao Branch on 3-6-96, management bank suspended him for the charges framed against him, that this act of making complaints to various authorities against the bank officials Mr. Kamat & Shenoy amounts to wilful insubordination or disobedience of lawful and reasonable orders and those acts are prejudicial to the interest of the Bank under Clause-19.5(i) of the Bipartite Settlement. He pleaded vide Statement of Claim (Exhibit-3) that bank suspended and thereafter terminated him illegally. Inquiry held against him was not fair and proper. He contended that charges framed against him dated 3-6-96 were vague and do not constitute a misconduct and those pertain to the earlier proceedings and the actions taken thereon by the management. He further contended that he was not supplied copies of the material documents concerning to the charges, the inquiry officer appointed by the management was biased, he was junior to the complainant and the witnesses examined by the management. He contended that the inquiry officer allowed the management to examine its witnesses, however, he was not allowed to examine his witnesses though list was given on dated 20-11-96. It is contended that by his letter dated 4-1-97 he had requested the inquiry officer to reserve his right to file summation, however, he was not given opportunity to file the same. It is his case that the inquiry held against him was contrary to the Principles of Natural Justice and fair play and that the findings recorded by the inquiry officer in his report dated 28-2-97 are bias and relying on the ex parte report he has been illegally dismissed on 21-3-97. He therefore contended that, inquiry held against him vitiates.

3. The Management bank resisted the claim of the workman by filing Written Statement (Exhibit-7) contending that the charges were clear and specific, sufficient opportunity was given to the workman, relevant documents were supplied to him and that findings by Enquiry Officer were recorded with reasons. It is contended that in the chargesheet dated 3-6-96 there is reference of the complaints of workman dated 27-8-94 and 1-9-94, concerning to the subsequent events and not the earlier proceedings and that charges were not at all, vague and in general. According to the management the workman was supplied the documents on which the management relied. As per his convenience the inquiry was fixed at Goa and not at Mangalore. Inquiry was commenced on 25-10-96 and when fixed on 4-1-97 workman

walked out. He was given again opportunity to cross examine the witnesses of the management, however, he did not avail the opportunity. It is contended inquiry officer with reasons rejected the request of the workman for calling his witnesses, and the supply of documents, being not relevant. It is contended, workman gave reply to the charges on 8-7-96, and after giving sufficient opportunity, inquiry officer submitted the report on 28-2-97 and that the Disciplinary authority on the basis of the report dismissed the workman on 21-3-97 for the proved misconduct. It is contended, workman avoided to participate in the inquiry, deliberately. The inquiry officer had no reason to go against him and that the findings based on reasons, are not at all perverse. Consequently management contended to hold the inquiry fair and proper.

4. By the Rejoinder (Exhibit-9), workman contended that the letters dated 27-8-94 and 1-9-94 formed part of the charges framed against him. He contended that the charges levelled were concerning to the incident which were ended in earlier proceedings.

5. On the basis of the pleadings my Learned Predecessor framed issues at Exhibit-12. In so far as the Preliminary Issues, workman Raiturkar filed affidavit by way of Examination-in-Chief (Exhibit-16) and that on taking his cross-examination by management he closed his evidence vide pursis Exhibit-22. Management examined Shri Suresh Jain, who conducted the domestic inquiry vide (Exhibit-23) and after his cross examination by the workman closed evidence vide pursis (Exhibit-24).

6. Perused the written submissions of the management (Exhibit-27/29) and the rulings filed with list (Exhibit-30) and the workman at (Exhibit-26/28) with list of rulings. Heard the Learned Representatives for both sides at length. On perusing the record as a whole and hearing the representatives, I record my findings on the following preliminary issues for the reasons mentioned below:

Issues	Findings
1. Whether the domestic inquiry which was conducted against the workman was against the principles of Natural Justice?	Yes
2. Whether the findings of the inquiry officer are perverse?	Does not survive. If survives, Yes.

REASONS

7. It is the admitted fact that Raiturkar was working in the bank as typist-cum-clerk and that earlier in 1986 and 1989 proceedings were held against him, however, the enquiry was dropped by the Disciplinary Authority in 1991 and that in 1994 he was cautioned to restrain from making unwanted allegations against officials of the bank. The foremost contention of the workman is that charge levelled against him dtd. 3-6-96 were vague and in general and including the earlier proceedings which were ended. As against this, the contention of the management is that only the reference was given of the

earlier incident in the chargesheet, but particulars of charge are of the subsequent events. Chargesheet dtd. 3-6-96 is filed with Statement of Claim. On Perusal of the chargesheet, pg. 2, refer the incidents of the year 1993, Page 6 pertain to the year 1991, and that on pg. 7 it is pointed out that domestic inquiry was ordered for the charges/allegations, levelled and for those, he was suspended from the service of the bank. The entire chargesheet shows that domestic inquiry was contemplated also for the events occurred earlier and consequently proceedings there to were dropped ended in warning. By catena of Judgments it is clear that the charges framed should be accurate and clear. Justice must not only be done, but must seem to be done, is applicable to domestic proceedings. By making reference of the earlier incidents the charges are made vague and beyond the capacity of understanding of an ordinary prudent man. A departmental inquiry is not to be conducted with the rigidity of a judicial trial, therefore the charge which is to be framed need not be framed with the precision of a charge in a criminal proceedings. However, it must not be vague or so general as to make it impossible of being traversed. The test is as to whether the charge conveys to the delinquent exact nature of the alleged offence in a way that would enable him to meet the charges. A departmental inquiry is not a judicial proceeding and the law and procedure applicable to judicial proceedings, are not applicable. The strict rules of law of evidence are not applicable, but that does not mean that the proceedings could be held in any manner, and that rules of Natural Justice are necessary to be observed. The inquiry officer needs to carefully deal with the charges as framed and not depart from them and import extraneous matters, what is laid down by His Lordship of the Calcutta High Court in Choudhury Vs. Union of India & Ors., 1957 LLJ pg. 494. The inquiry officer Mr. Jain admitted in his cross-examination, Para. 18 that all the incidents mentioned in the chargesheet were prior to 15-4-96 and not later to that. This period covers the earlier incidents of which were dropped and ended in warning. If we go through the Proceedings charges and the admissions of the Inquiry Officer in that context and the observation in the case as above hardly can be said that those were accurate and understandable. Therefore, this position occasions prejudice to the workman.

8. According to workman he was not supplied with material documents, though he requested to the inquiry officer vide letter dtd. 2-11-96, thereby inquiry is not fair. Inquiry Officer Mr. Jain admits on receiving request letter dtd. 2-11-96 which he disallowed. However, according to him, he gave reasons for that. On perusing the inquiry proceedings, inquiry officer made mention on the order, which according to him is justified. Workman's application dtd. 2-11-96 (Exhibit-15/4) is in connection with letter dtd. 25-10-96 which mention on the copies of documents concerning to the events referred in the chargesheet. Had charges specifically pertain to the subsequent events, there was no need for workman to make application. However, since the management made mention of therein the earlier incidents, the workman had right to seek copies thereof to meet out the charges. Non-supply of copies of the documents pertaining to the charges which according to the inquiry officer, were not relevant.

infact, were concerning to the charges as a whole. The Learned Representative for the management submitted that workman received the copies of documents relied by management and that he was also given inspection. However, workman's objection was about originals. That however does not transpire on going through the record of the inquiry as a whole. It is clear from the plethora of judgments that, non-supply of relevant material and documents, is against the Principles of Natural Justice. It is therefore clear that non-supply of copies of documents asked by workman, occasions prejudice to him.

9. It is in the statement of claim of workman that he was not given sufficient opportunity, his request on calling his witnesses was rejected and that the inquiry officer was under the thumb of Disciplinary Authority. Inquiry Officer Mr. Jain negated the same. According to him, inquiry was initially fixed on 19-7-96 at Mangalore. However, at the request of the workman it was fixed at Head Office at Goa on 25-10-96, 16-11-96 and 4-12-96, he was allowed to engage counsel, however, his counsel did not attend the inquiry and that thereafter on 4-1-97 workman himself walked out from the inquiry and later on though he was apprised the dates he did not turn up and thereby deliberately avoided the inquiry and that he concluded it on 11-1-97 and made report on 28-2-97. Mr. Jain in his affidavit, para. 12, stated that as per the proceedings dtd. 4-12-96 he rejected the application for calling witnesses of the workman dtd. 20-11-96. I have gone through the inquiry proceedings filed with list (Exhibit-17). It is seen that application of the workman for getting copies of the documents was rejected, application for calling witnesses of the workman was also rejected, and for this he walked out from the inquiry. It is further seen from the inquiry proceedings, management was permitted to examine its witnesses and on the same analogy the request of summoning the witnesses on behalf of the workman was required to be considered however, that was rejected the elementary principle is that a person proceeded against must feel that he is being given a fair and impartial treatment. But the same has not happened in the case on hand, and this, to my view, is against the Principles of Natural Justice.

10. Mr. Jain admits that the complainant and the witnesses examined on behalf of the management were of higher grade to him. Inquiry officer in view of the position cannot go against the wishes of the superiors. Jain admitted that he used to send letter received from the workman and the proceedings to the Assistant General Manager. He had sent letter to the workman for calling him for inquiry on 11-1-97, as per the directions of the Assistant General Manager and Disciplinary Authority. At this juncture, the representative of the workman submits that, inquiry officer was under the thumb of management and that the inquiry was a farce. It is seen from the record workman walked out from the inquiry on 4-1-97. Inquiry Officer concluded the inquiry on 11-1-97 and prepared the inquiry report on 28-2-97. He could have infact given time to workman to call witnesses as justice must not only be done, but, must be seen to be done. In view of this it can safely be said that the cumulative effect of

all the things referred to above is that the inquiry was against the Principles of Natural Justice and fair play.

11. Their Lordships of the Supreme Court in *Sur Enamel and Stamping Works Ltd. Vs. Their Workmen* 1963 II LLJ pg. 367 pointed out that the inquiry cannot be said to have been properly held unless :

- (i) the employees proceeded against has been informed clearly the charges levelled against him;
- (ii) the witnesses are examined-ordinarily in the presence of the employee in respect of the charges;
- (iii) the employee is given a fair opportunity to cross-examine the witnesses;
- (iv) he is given a fair opportunity to examine witnesses including himself in his defence if he so wishes on any relevant matter, and
- (v) the inquiry officer records his findings with reasons for the same in his report.

12. If we consider the facts of the case on hand in the light of the tests of domestic inquiry as observed in the above said decision the inquiry certainly vitiated. If that is so there is no need to consider the point of perversity of finding as held by His Lordship of Bombay High Court in *C.S.T. Mumbai Vs. Ranjan Kumar Mohalik* 2000 III CLR 117. If at all point as regards perversity of findings survives, going through the record as a whole can be said to be perverse. Consequently, preliminary issues are answered accordingly and hence the order :

ORDER

The domestic inquiry conducted against the workman was not as per the Principles of Natural Justice. The findings of the inquiry officer are perverse. Management is allowed to lead evidence to justify its action.

(Sd.-)

24-10-2001.

S. N. SAUNDANKAR, Presiding Officer

नई दिल्ली, 18 जनवरी, 2002

का.आ. 491:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूनाइटेड इंडिया इंस्यूरेंस कंपनी लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चेन्नई के पंचाट (संदर्भ संख्या 663/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-1-2002 को प्राप्त हुआ था।

[सं. एल—17011/14/98—आईआर. (बी-II)]
सी. गंगाधरण, अवर सचिव

New Delhi, the 18th January, 2002

S.O. 491.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 663/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the annexure in the Industrial Dispute between the employers in relation to the management of United India Insurance Company Limited and their workman, which was received by the Central Government on 17-1-2002.

[No. L-17011/14/98-IR(B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

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

Friday, the 28th December, 2001

PRESENT :

K. Karthikeyan, Presiding Officer.

Industrial Dispute No. 663/2001

(Tamil Nadu Principal Labour Court CGID No.
247/99)

(In the matter of the dispute for adjudication under clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Workmen S/Sri N. S. N. Ramu, G. Nagaraj, V. Amirthalingam, M. Kannan, M. Ambalam, T. Fakirmeeran, G. Panchatcharan and S. Prabhakaran and the Management of United India Insurance Company Ltd.)

BETWEEN

The General Secretary,
Madras Region General Insurance
Employees Association.

I Party/Claimant.

AND

The Assistant General Manager (P),
United India Insurance Company Ltd. Management.

APPEARANCES :

For the Workman : M/s. D. Hariparanthaman
V. Ajoy Kohose and S. T. Varadarajulu,
Advocates.

For the Management : Smt. Chitra Sampath,
Advocate.

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 Industrial Disputes Act, 1947 (14 of 1947), have referred the concerned Industrial Dispute for adjudication vide Order No. L-17011/14/98-IR(B-II) dated 19-4-1999.

This reference has been made earlier to the Tamil Nadu Principal Labour Court, Chennai, where it was

taken on file as CGID No. 247/99. When the matter was pending enquiry in that Labour Court, the Government of India, Ministry of Labour was pleased to order transfer of this case from that Labour Court to this Tribunal for adjudication. On receipt of records from that Tribunal, the case has been taken on file as I.D. No. 633/2001 and notices were sent to the counsel on record on either side, informing them about the transfer of this case to this Tribunal, with a direction to appear before this Tribunal on 29-10-2001.

When the matter came up before me for final hearing on 21-12-2001, as usual both the parties to the dispute and their respective counsel on record were not present before this Tribunal to prosecute this case. So the case has been adjourned to this date to pass an order on the basis of the available material. After perusing the material papers on the file of this case and after considering this matter, till this date this Tribunal has passed the following :—

AWARD

The Industrial Dispute referred to in the above order of reference by the Central Government for adjudication by this Tribunal is as follows :—

“Whether the action of the Management of United India Insurance Company Ltd. is justified in refixing the salary and allowance in respect of seven security guards and one security supervisor, whose names are listed below, in terms of the Circular issued by the General Insurance Corporation vide their circular dated 4-7-91 and if not, to what relief the workmen are entitled to ?”

S/Shri (1) N. S. N. Ramu, (2) G. Nagaraj,
(3) V. Amirthalingam, (4) M. Kannan,
(5) M. Ambalam, (6) T. Fakirmeeran,
(7) G. Panchatcharan and (8) S. Prabhakaran.

2. The point for consideration is :—

What order to be passed in this dispute ?

Point : This Industrial Dispute was referred earlier to the Tamil Nadu State Principal Labour Court by the Central Government for adjudication where it was taken on file as C.G.I.D. No. 247/99. Both the parties, though entered appearance through their respective counsel for this dispute even before that court itself, the I party claimant has not chosen to file their claim statement in spite of various opportunities were given by that court by granting extension of time for filing the claim statement. So the II Party/Management also has not file their counter statement mentioning their stand justifying their action. At this juncture, this Industrial Dispute has been transferred to the file of this Tribunal, as per the orders of the Central Government. After the notices sent by this Tribunal were duly served on the respective counsel on record, the learned counsel for the I Party Union alone appeared before this Tribunal after two months. No claim statement of the I Party Union was filed even on that day. He has not made any representation on behalf of the I Party Union. Both the parties to the dispute also were

not present and made any representation though this Tribunal has adjourned this case to many hearings till 21-12-2001 finally. Therefore this case was adjourned to this date to pass orders on the basis of available records.

When the matter is taken to day both the parties to this dispute and their respective counsel on record were not present. Neither Parties to the dispute has so far put forth their respective contention in respect of this referred Industrial Dispute, though the case is pending from 30-6-1999, first before the Tamil Nadu State Principal Labour Court and then before this Tribunal after transfer. It is seen from records that counsel for I Party/Union and the counsel for the II Party/Management entered appearance in this case as early as on 24-12-1999 and 21-9-1999 respectively. Under such circumstances this Tribunal has left with no other option but to close this reference holding that the parties to this dispute have chosen to leave this matter unrepresented as there is no dispute as such now exists between them for this Tribunal to adjudicate and to pass an award. Hence this reference is closed.

(Dictated to the Stenographer, transcribed and typed by him, corrected and pronounced by me in the open court on this day the 28th December, 2001.)

K. KARTHIKEYAN, Presiding Officer

नई दिल्ली, 18 जनवरी, 2002

का.अ. 492.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार केनरा बैंक के प्रबंधन के संबंध में निम्नलिखित और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण केनई के पंचाट (संदर्भ संख्या 703/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-01-02 को प्राप्त हुआ था।

[सं. एल—12012/169/99—आई.आर. (बी-II)]

सी. गंगाधरण, अवसर सचिव

New Delhi, the-18th January, 2002.

S.O. 492.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 703/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Canara Bank and their workman, which was received by the Central Government on 17-1-2002.

[No. L-12012/169/99-IR(B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

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

Friday, the 28th December, 2001

PRESENT:

K. Karthikeyan, Presiding Officer

Industrial Dispute No. 703/2001

(Tamil Nadu Principal Labour Court CGID No. 353/99)

(In the matter of the dispute for adjudication under clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Workman Sri K. Kumbachalapathy and the Management of Canara Bank.)

BETWEEN

Sri K. Kumbachalapathy. I Party/Workman.

AND

The Deputy General Manager, II Party/Management.

Canara Bank, Circle Office,
Chennai.

APPEARANCES:

For the Workman: M/s. Balan Haridas and R. Kamatchi Sundaresan, Advocates.

For the Management: Sri C. Godwin, Advocate.

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 Industrial Disputes Act, 1947 (14 of 1947), have referred the following Industrial Dispute for adjudication vide Order No. L-12012/169/99-IR(B-II) dated 29-9-1999:—

“Whether the action of the Management of Canara bank, Chennai, in compulsorily retiring the services of Sri K. Kumbachalapathy by their letter dated 6-8-97 is justified? If not, to what relief is he entitled?”

This reference has been made earlier to the Tamil Nadu Principal Labour Court, Chennai, where it was taken on file as CGID No. 353/99. When the matter was pending enquiry in that Labour Court, the Government of India, Ministry of Labour was pleased to order transfer of this case from that Labour Court to this Tribunal for adjudication. On receipt of records from that Labour Court, the case has been taken on file as I.D. No. 703/2001 and notices were sent to the counsel on record on either side, informing them about the transfer of this case to this Tribunal, with a direction to appear before this Tribunal on 17th October, 2001.

On that date, learned counsel for the I Party/Workman alone was present. The Counsel for II Party was not present though notice sent by RPAD was served on him and the postal acknowledgement for the same is received. The case has been adjourned from that date to subsequent various dates of hearings for the appearance of the counsel on either side and to prosecute the case further. Neither the parties to the proceedings nor their counsel on record appeared before this court to prosecute this case. Though the

counsel for the Petitioner/I Party entered appearance in this case by filing his vakalat as early as 9-11-99, no claim statement of the I Party/Workman was filed till 23-11-2000. So, the matter was adjourned to 3rd December, 2000 for the II Party/Management to file his Statement of Objection to the Industrial Dispute raised by the I Party against the II Party/Management.

Though the matter has been adjourned to subsequent hearings at the request of the counsel for the II Party/Management, the Statement of Objection of the II Party/Management with the claim made in the Industrial Dispute raised by the Petitioner has not been filed till 28-12-2001, the date on which it was posted for filing the Statement of Objection extending time till then as last chance. Even then no such statement has been filed by the II Party/Management.

AWARD

1. Point for consideration is :—What ordered to be passed in this referred Industrial Dispute?

When the matter was taken up today as the final hearing to adjudicate the referred Industrial Dispute between the parties. Both the parties to this Dispute and their respective counsel on record are not present. There is no representation on either side. So, it is decided to dispose of this matter on the basis of the available materials on file in this case.

On perusal of the entire file is seen that except filing vakalat by the respective counsels for either party on 9-11-99 before the Tamilnadu State Principal Labour Court, Chennai, when the matter was pending before that court, no step has been taken by either side to prosecute further this case by filing their respective stand by way of claim statement as well as counter statement. So, no progress was made in this case when the matter was pending before the Principal Labour Court. Subsequent to the transfer of this case to the file of this Tribunal as per the orders of the Central Government though notices sent by this Tribunal were served on the counsel on either side, neither the claim statement nor the counter statement has been filed before this Tribunal also. Having found no claim statement has been filed by the I Party/Petitioner in respect of this Industrial Dispute raised by him the counsel for the II Party/Management was informed to file the Statement of Objection of the II Party/Management to the claim made by the I Party/Workman in this Industrial Dispute raised by him. Subsequent to the filing of the vakalat of the respective counsels on either side on 9-11-99 in this case, no progress has been made so far. Though an opportunity was given to the II Party/Management to put forth their contention by Statement of Objection to the relief prayed for by the I Party/Workman against them in this Industrial Dispute they have also not chosen to file one such statement. The matter is pending for a past 2 years ever since it was taken on file by the court for adjudicating the referred Industrial Dispute.

Under such circumstances, this Tribunal has left with no other option but to come to a conclusion on the basis of the available material and the available facts and circumstances, this Tribunal has come to the conclusion that no Industrial Dispute has referred

to in the schedule of reference in the order of the Ministry, Government of India is now exists between the parties for this Tribunal to adjudicate for the relief mentioned in the schedule of reference. Hence this reference is closed by passing a 'No Dispute' award.

(Dictated to the Stenographer, transcribed and typed by him, corrected and pronounced by me in the open court on this day the 28th December, 2001.)

'K. KARTHIKEYAN,' Presiding Officer

नई दिल्ली, 21 जनवरी, 2002

का.आ. 493.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार इंडियन बैंक के प्रबंधकों के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में औद्योगिक अधिकरण चेन्नई के पंचाट (संदर्भ संख्या 276/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-1-2002 को प्राप्त हुआ था।

[सं. एल.—1201/69/1999—अई.आर. (बी-II)]

सी. गंगाधरन, अवर सचिव

New Delhi, the 21st January, 2002

S.O. 493.—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 cum Labour Court, Chennai as shown in the Annexure, in the industrial dispute between the employers in relation to the Indian Bank and their workmen, received by the Central Government on 21-01-2002.

[No. L-1201/69/1999-IR(B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

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

Monday, the 31st December, 2001

PRESENT :

K. Karthikeyan, Presiding Officer.
Industrial Dispute No. 276/2001

(Tamil Nadu State Industrial Tribunal
I.D. No. 293/99)

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the workman Sri Bhakthava'salem and the Management of Indian Bank, Chennai.)

BETWEEN

The General Secretary,
Indian Bank Employees
Association,

I Party/Claimant

AND

The General Manager,
Indian Bank, Chennai, : II Party|Management

APPEARANCE :

For the Claimant : M/s. R. Rengarajanujam
J. Muthukumaran,
K. Thilagaraj and
S. Indumathi, Advocates

For the Management : M/s. Aiyar and Dolia,
Advocates

The Govt. 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 Industrial Dispute Act, 1947 (14 of 1947), have referred the concerned Industrial Dispute for adjudication vide Order No. L-12011/69/99-IR (B-II) dated 27-10-1999.

This reference has been made earlier to the Tamil Nadu State Industrial Tribunal, where it was taken on file as I.D. No. 293/99. When the matter was pending enquiry in that Tribunal, the Govt. of India, Ministry of Labour was pleased to order transfer of this case from that Tribunal to this Tribunal for adjudication. On receipt of records from that Tribunal, the case has been taken on file as I.D. No. 236/2001 and notices were sent to the counsel on record on either side, informing them about the transfer of this case to this Tribunal, with a direction to appear before this Tribunal on 12-2-2001. On receipt of notice from this Tribunal, counsel on either side present and prosecuted this case further.

When the matter came up before me for final hearing on 28-12-2001, upon perusing the Claim Statement, Counter Statement, the other material papers on record, the documentary evidence let in on the side of the II Party|Management, upon hearing the arguments advanced by the learned counsel on either side, this matter having stood over till this date for consideration, this Tribunal has passed the following:—

AWARD

The Industrial Dispute referred to in the above order of reference by the Central Govt. for adjudication by this Tribunal is as follows:—

“Whether the demand of the Indian Bank Employees Association in the matter of regularisation and absorption of Shri Bhakthavatsalem in the service of the Indian Bank is justified? If not, what relief is the workman entitled to?”

2. The averments in the claim statement of the claimant I Party|Union are briefly as follows :—

The I Party|Claimant, the General Secretary of Indian Bank Employees Association, (hereinafter refers to as Petitioner) has raised this industrial dispute espousing the cause of the workman Sri Bhakthavatsalem regarding his non employment. The concerned workman was engaged as a temporary sub-staff by the Branch Manager of Zamin Endathur Branch, Maduranthagam of II Party|Bank Management (hereinafter refers to as Respondent) from

25-9-1989. He worked continuously for more than 753 days and in particular he had completed more than 240 days in the year between August 1992 and July 1993. He had completed more than 240 days of service in a year. Though the petitioner union requested the Respondent Bank Management to regularise the services of the workman Sri Bhakthavatsalem it failed to do so. The concerned workman had registered his name in the employment exchange. He had failed in 10.h standard. He had been temporarily engaged in a permanent vacancy. The Respondent Bank Management had neither regularise the services of the concerned workman nor taken any action to grant him temporary status to absorb him in a permanent vacancy that may arise in future. It is an unfair labour practice of the respondent management. The concerned workman was thrown out of his employment without any notice. Thus the Respondent Management had violated the provisions of section 25(F) of the I.D. Act. As per bipartite settlement dated 19-10-1966 para 20.7, “Temporary Employee.” will mean a workman who has been appointed for a limited period for work which is of an essentially temporary nature, or who is employed temporarily as an additional workman in connection with temporary increase in work of permanent nature and includes a workman other than a permanent workman who is appointed in a temporary vacancy caused by the absence of a particular employee. In para 20.8 it is mentioned that ‘A temporary workman may also be appointed to fill a permanent vacancy provided that such temporary appointment shall not exceed a period of three months during which the bank shall make arrangements for filling up the vacancy permanently. If such temporary workman is eventually selected for filling up the vacancy, the period of such employment will be taken into account as part of his probationary period. In para 20.12 it is mentioned that, other things being equal, temporary workman (other than godown keeper) will be given preference for filling permanent vacancies and if selected they may have to undergo probation. The concerned workman was orally terminated from the services. He was not engaged since the petitioner union represented to the respondent management to regularise his service. The respondent management by stopping the concerned workman from service had violated the procedure laid down under section 25(F) of I.D. Act. It is wholly unjustified, illegal and arbitrary. Either notice or notice pay in lieu of notice was not given to the concerned workman as per the above provision in the Act. As per the same bipartite settlement the temporary workman will be given preference while filling up permanent vacancy. Since it comes under class IV category, Employment compulsory notification Act will not be applicable to the concerned workman. Since he was engaged by the said branch manager of the respondent bank management in the permanent vacancy for more than 240 days in a year the concerned workman is having preferential treatment and is having vested right over the existing vacancy of sub staff under the respondent management. There are several vacancies to absorb the concerned workman into service. But the respondent management refused to re-engage and to regularise the concerned workman in service. Hence it is prayed that this Hon’ble Tribunal may be pleased to pass an award directing the respondent to absorb Sri. M. Bhakthavatsalem into service in the existing vacancy and to regularise his service.

3. The Averments in the Counter Statement of the Second Party|Management Indian Bank are briefly as follows:—

The concerned workman Sh. M. Bhakthavatsalem, though styles himself as temporary, he was working on casual basis at Zamin Endathur Branch, Madurantham. The Respondent Bank has been having a system of maintaining a panel of sub-staff on temporary basis to work in the vacancies of permanent sub-staff going on leave. The engagement of the empanelled temporary sub-staff has been on day to day basis and for such employment wages are paid on daily wages. Sh. M. Bhakthavatsalem was never in the panel. Mere registration of his name in the employment exchange, that too, at his own instance does not confer upon him any right for regular absorption. His candidature was not sponsored by the employment exchange as there has been no occasion for the Respondent Bank to request the Employment Exchange to sponsor candidates. As the concerned workman has failed in 10th Standard, he is not qualified for being engaged as a casual sub-staff. He was engaged on casual basis. The competent authority of the bank did not appoint him by fulfilling the rules regarding appointment of temporary sub-staff. He was never engaged as against any permanent vacancy as falsely alleged by the petitioner, for he was given work on days on which the permanent sub-staff availed leave or when some temporary increase in work. The provisions of bipartite settlement refer to in the claim statement has no application to the case of Sh. M. Bhakthavatsalem. These clauses apply only to such of those persons who have been engaged as temporary employees from the panel laid by the bank in accordance with the rules of the bank. Therefore the question of giving preference to Sh. M. Bhakthavatsalem in the matter of filling permanent vacancies if any does not arise. The directive of Ministry of Labour, Govt. of India is in consonance with the Supreme Court Judgement reported in (1992 2 LLJ page 452). The Bank as a public sector undertaking is bound by the directives|guidelines issued by the Govt. of India from time to time in the matter of engagement of sub-staff. The Ministry of Finance, Banking Divn. has directed the Respondent Bank to ensure that recruitment in subordinate staff cadre irrespective of the nature and the duration of the vacancy should be made only through employment exchange. The executive instructions require that all the vacancies arising in the Central Govt. Offices|Establishment including statutory organisations irrespective of the nature of duration of the vacancy or not only be notified but also to be filled up through employment exchange. Therefore question of 'other things being equal' provided for under para 20.12 of the bipartite settlement does not arise and therefore giving preference in the matter of giving employment to him does not arise. The concerned workman was not engaged for 240 days in any period of 12 months period preceding the date of his dis-engagement. So the question of the Petitioner invoking Sec. 25(f) of the Industrial Disputes Act, 1947 does not arise and such contentions are misconceived. The settlements entered earlier cannot be cited in this case as the circumstances are different. The respondent bank being wholly owned by the Govt. of India is bound to follow the directives|guidelines in the matter of empanelment

of temporary sub-staff|casual employees. Immediately after nationalisation of banks, it was found that there were casual engagements of sub-staff in leave vacancies. The Govt. of India insisted for putting an end to these types of back door entry in the public sector services. The Govt. of India periodically issued directives that selection should be through employment exchange only. The Govt. of India on 16-8-1990 imposed restrictions on fresh empanelment. Till such time the problems of existing temporary/casual sub-staff are solved. Under a settlement dt. 6-7-1992 the bank considered as a onetime measure, cases of persons who were engaged for 90 days between 1-1-1982 to 31-12-1989 without being sponsored by employment exchange for empanelment as temporary sub-staff. In the letter dated 16-8-1990, the Govt. of India made it clear that it was a one-time measure and there need not be any addition in the existing panel of temporary sub-staff. The concerned workman Sh. M. Bhakthavatsalem does not come under this category of one-time measure since he was not engaged for 90 days upto 31-12-1989. He was engaged for 39 days only up to 31-12-1989. Therefore subsequent to the aforesaid settlement, the banks have been following only the directives and guidelines issued by the Govt. of India from time to time. Hence Sh. M. Bhakthavatsalem is not entitled to stake his claim for regularisation as sub-staff and his disengagement is legal, justified and valid. Therefore it is prayed that this Honourable court may be pleased to reject the reference by dismissing the claims of the claimant's association.

4. When the matter was taken up for enquiry, no one has been examined as a witness on either side. No document has been filed as an exhibit on the side of the first party|claimant, Indian Bank Employees Association. On the side of the second party, Indian Bank|Management four documents have been filed as Exhibits M1 to M4. The learned counsel on either side had advanced their respective arguments.

5. The Point for my consideration is —

"Whether the demand of the Indian Bank Employees Association in the matter of regularisation and absorption of Shri M. Bhakthavatsalem in the service of the Indian Bank is justified? If not, what relief is the workman entitled to?"

Point :—

The concerned workman Sh. M. Bhakthavatsalem was engaged as a sub-staff by the Branch Manager of Zamin Endathur Branch Madurantham of Respondent|Indian Bank. It is the contention of the Petitioner Association that the concerned workman was engaged as a temporary sub-staff and he worked continuously for more than 753 days from 25-9-1989 and that he had completed more than 240 days in the year between August 1992 and July 1993. But the Respondent failed to regularise the service of the said workman or to grant him temporary status and to absorb him in the permanent vacancy that may arise in future. The concerned workman Sh. M. Bhakthavatsalem has registered his name in the employment exchange and the education qualification is failed in 10th standard. It is contended in the counter statement of the Respondent Bank that mere registration

of Sh. M. Bhakthavatsalem's name in the employment exchange which was done at his own instance does not confer upon him any right for regular absorption. He was engaged on casual basis as sub staff temporarily. It is the argument of the learned counsel of the Respondent Bank that completion of 240 days will not confer any right on the concerned workman since the engagement was on casual basis. He was unauthorisedly engaged by the Branch Manager and he was not in the panel of temporary sub staff. All these contentions are not denied by the I Party/Claimant. It is the contention of the Petitioner Association that the Respondent Bank had refused to absorb the concerned workman in a permanent vacancy and had not taken any action to regularise his service and to grant him temporary status though he was employed more than 240 days per year as continuous employment. He had been temporarily engaged in a permanent vacancy. The II Party Bank Management has disputed this. It is not disputed that under a settlement dated 6-7-1992 as a one time measure cases of persons for 90 days between 1-1-1982 and 31-12-1989 who have been engaged by the bank as temporary sub staff where considered by the bank for empanelment as temporary sub staff and the concerned workman Sh. M. Bhakthavatsalem does not come under this category of one time measure. Even as per the allegation of Petitioner association the concerned workman was engaged as a sub staff in the Respondent Bank, Zamin Endathur Branch, Maduranthagam from 25-09-1989. So he was not in the panel of temporary sub staff. The learned counsel for the II Party Management contended that the concerned workman was not sponsored by employment exchange based on specific vacancy. It is not disputed. The concerned workman registration of his name in the employment exchange does not confer him any right to claim employment in the Respondent Bank management. This cannot be disputed. As it is pleaded in the counter statement of the II Party Management that the bi-partite settlement process cited in the claim statement of the Petitioner Employees Association does not applicable to this case, because those clauses are applicable only to persons engaged as temporary employees. It is not the case of the Petitioner Employees Association that the concerned workman worked as the casual sub staff in the Respondent Bank between 1-1-1982 to 31-12-1989 to claim empanelment of temporary sub staff as per the settlement dt. 6-7-92. In view of that settlement the Respondent Bank Management as a one-time measure did the said empanelment. The I Party Employees Association does not dispute this. So the said settlement dt. 6-7-92 is not applicable to the concerned workman Sh. M. Bhakthavatsalem who was engaged as a casual sub staff only on 25-09-1989. Since the period taken for consideration by that settlement in respect of the persons engaged as temporary sub staff was prior to his engagement as sub staff. The Xerox copy of the said settlement has been marked as Ex. M3. The Xerox copy of other Govt. of India Notification and Govt. of Instructions relied upon by the II Party Respondent Management have been marked as Ex. M1 and M2 respectively. Ex. M4 is the Xerox copy of the circular dt. 4-3-1983 issued by the head office of the Respondent Bank Management to all branches, wherein instructions have been given for engagement of persons during the leave vacancies of sub staff. As per these instructions the maximum

qualifications for a person to be engaged as a sub staff is a pass in 7th standard. It is specifically stated in the circular by way of instruction that over qualified persons should not be engaged. This is also not disputed by the Petitioner Employees Association. In a case reported as 1999 (2) LLJ Page 1173, Calcutta Tramways Co. Ltd. and others vs. Ramesh and 17 others. The division bench of Calcutta High Court has held that "the persons appointed through back door cannot claim permanency in service. Absorption in permanent service on ground of social justice is not sustainable as initial engagement itself was not legal and proper." As per this decision of division bench of Calcutta High Court, the Petitioner Association is not entitled for a relief of absorption as prayed for the concerned workman against the Respondent Bank.

6. It is not the case of Petitioner Employees Association that the concerned workman had been engaged as a sub staff of the branch of the Respondent Bank Management as per the procedure adopted by the Bank Management for recruitment of sub staff in the permanent vacancy. Admittedly the concerned workman was not a permanent employee duly recruited to the bank services as sub staff by a competent authority following the procedure of recruitment. He was not a permanent employee. He was not issued any order of appointment or order of termination from service. He was only disengaged. So as contended by the learned counsel for the Respondent Management, the Petitioner Employees Association cannot invoke section 25(f) of the Industrial Disputes Act. So the contention of the Petitioner Employees Association that the action of the Respondent Management in not giving one month's notice or notice pay as per section 25(f) of I.D. Act is incorrect and their contention that non-compliance of the provision of the section 25(f) of the I.D. Act by the Respondent Bank Management for disengaging the concerned workman as illegal is also incorrect. It is held in a case reported as 1992 (2) LLJ page 452. Delhi Development Horticulture Employees' Union vs. Delhi Administration Delhi & others by the Supreme Court that "the persons having the practice of claiming regularisation of service on the ground of having completed 240 or more days by making back door entry in the employment is not justifiable". The above decisions are quite applicable to the facts of this case. Thus the point is answered accordingly.

Under such circumstances it can be concluded that the relief prayed for by the Petitioner Employees Association on behalf of the concerned workman Sh. M. Bhakthavatsalem for regularisation and absorption in service of the Indian Bank is unjustified. Hence the concerned workman is not entitled to any relief. No cost.

(Dictated to the Stenographer, transcribed and typed by him, corrected and pronounced by me in the open court on this day the 31st December, 2001.)

K. KARTHIKEYAN, Presiding Officer

Witnesses Examined :

On either side : None.

Documents Marked :

For I Party/Claimant : Nil.

For II Party/Management :—

Ex. No. Date Description

M1 30-9-78—Govt. of India, Notification No. F/1|2|1|77|IR.

M2 16-8-90—Govt. of India Instruction No. F-3|3|104|87-IR.

M3 6-7-92—Settlement entered into with recognised union.

M4 4-3-83—Norms for engagement of sub staff.

नई दिल्ली, 21 जनवरी, 2002

कार्रवाही 494—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडियन बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चेन्नई के पंचाट (संदर्भ संख्या 277/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-1-002 को प्राप्त हुआ था।

[संएल-12011/70/99-आईआर. (बी-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 21st January, 2002

S.O. 494.—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-cum-Labour Court, Chennai as shown in the Annexure, in the industrial dispute between the employers in relation to the Indian Bank and their workmen, received by the Central Government on 21-1-2002.

[No. L-12011/70/99-IR(B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

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

Monday, the 31st December, 2001

PRESENT :

K. Karthikeyan, Presiding Officer.

Industrial Dispute No. 277/2001

(Tamil Nadu State Industrial Tribunal I.D. No. 294/99)

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Workman

Sri P. V. Peter and the Management of Indian Bank, Chennai.)

BETWEEN

The General Secretary,
Indian Bank Employees
Association.

I Party/Claimant

AND

The General Manager,
Indian Bank, Chennai.

II Party/Management

APPEARANCES :

For the Claimant.—M/s. R. Rengaramanujam,
J. Muthukumaran, K. Thilagaraj and S.
Indumathi, Advocates.For the Management.—M/s. Aiyai and Dolia,
Advocates.

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 Industrial Disputes Act, 1947 (14 of 1947), have referred the concerned Industrial Dispute for adjudication vide Order No. L-12011/70/99-IR(B-II) dated 27-10-1999.

This reference has been made earlier to the Tamil Nadu State Industrial Tribunal, where it was taken on file as I.D. No. 294/99. When the matter was pending enquiry in that Tribunal, the Government of India, Ministry of Labour was pleased to order transfer of this case from that Tribunal to this Tribunal for adjudication. On receipt of records from that Tribunal, the case has been taken on file as I.D. No. 277/2001 and notices were sent to the counsel on record on either side, informing them about the transfer of this case to this Tribunal, with a direction to appear before this Tribunal on 12-2-2001. On receipt of notice from this Tribunal, counsel on either side present and prosecuted this case further.

When the matter came up before me for final hearing on 19-12-2001, upon perusing the Claim Statement, Counter Statement, the other material papers on record, the documentary evidence let in on the side of the II Party/Management, upon hearing the arguments advanced by the learned counsel on either side, this matter having stood over till this date for consideration, this Tribunal has passed the following:-

AWARD

The Industrial Dispute referred to in the above order of reference by the Central Government for adjudication by this Tribunal is as follows :—

“Whether the demand of the Indian Bank Employees Association in the matter of regularisation and absorption of Shri P. V. Peter in the services of the Indian Bank is justified? If not, what relief is the workman entitled to?”

2. The averments in the claim statement of the claimant I Party/Union are briefly as follows :—

The I Party/Claimant, the General Secretary of Indian Bank Employees Association, (hereinafter refers to as Petitioner) has raised this industrial-dispute espousing the cause of the workman Sri P. V. Peter regarding his non-employment. The concerned workman was engaged as a temporary sub-staff by the Branch Manager of Thirupporur branch of II Party/ Bank Management (hereinafter refers to as Respondent) from 17-1-1992. He worked continuously for more than 334 days and in particular he had completed more than 240 days in the year 1993. He had completed 240 days of service in a year. Though the petitioner union requested the Respondent Bank Management to regularise the services of the workman Sri P. V. Peter it failed to do so. The concerned workman had registered his name in the employment exchange. He had failed in 10th standard. He had been temporarily engaged in a permanent vacancy. The Respondent Bank Management had neither regularise the services of the concerned workman nor taken any action to grant him temporary status to absorb in a permanent vacancy that may arise in future. It is an unfair labour practice of the respondent management. The concerned workman was thrown out of his employment without any notice. Thus the Respondent Management had violated the provisions of Section 25(F) of the I.D. Act. As per bipartite settlement dated 19-10-1966 para 20.7, "Temporary Employee" will mean a workman who has been appointed for a limited period for work which is of an essentially temporary nature, or who is employed temporarily as an additional workman in connection with temporary increase in work of permanent nature and includes a workman other than a permanent workman who is appointed in a temporary vacancy caused by the absence of a particular employee. In para 20.8 it is mentioned that 'A' temporary workman may also be appointed to fill a permanent vacancy provided that such temporary appointment shall not exceed a period of three months during which the bank shall make arrangements for filling up the vacancy permanently. If such temporary workman is eventually selected for filling up the vacancy, the period of such employment will be taken into account as part of his probationary period. In para 20.12 it is mentioned that, other things being equal, temporary workman (other than godown keeper) will be given preference for filling permanent vacancies and if selected they may have to undergo probation. The concerned workman was orally terminated from the services. He was not engaged since the petitioner union represented to the respondent management to regularise his service. The respondent management by stopping the concerned workman from service had violated the procedure laid down under Section 25(F) of I.D. Act. It is wholly unjustified illegal and arbitrary. Either notice or notice pay in lieu of notice was not given to the concerned workman as per the above provision in the Act. As per the same bi-partite settlement the temporary workman will be given preference while filling up permanent vacancy. Since it comes under class IV category, Employment compulsory notification Act will not be applicable to the concerned workman. Since he was engaged by the said branch manager of the respondent bank management

in the permanent vacancy for more than 240 days in a year the concerned workman is having preferential treatment and is having vested right over the existing vacancy of sub-staff under the respondent management. There are several vacancies to absorb the concerned workman into service. But the respondent management refused to re-engage and to regularise the concerned workman in service. Hence it is prayed that this Hon'ble Tribunal may be pleased to pass an award directing the respondent to absorb Sri P. V. Peter into service in the existing vacancy and to regularise his service.

3. The Averments in the Counter Statement of the Second Party/Management Indian Bank are briefly as follows :—

The concerned workman Shri P. V. Peter though styles himself as temporary, he was working on casual basis at Thirupporur Branch. The Respondent Bank has been having a system of maintaining a panel of sub-staff on temporary basis to work in the vacancies of permanent sub-staff going on leave. The engagement of the empanelled temporary sub-staff has been on day to day basis and for such employment wages are paid on daily wages. Shri P. V. Peter was never in the panel. Mere registration of his name in the employment exchange, that too, at his own instance does not confer upon him any right for regular absorption. His candidature was not sponsored by the employment exchange as there has been no occasion for the Respondent Bank to request the Employment Exchange to sponsor candidates. As the concerned workman has failed in 10th Standard, he is not qualified for being engaged as a casual sub-staff. He was engaged on casual basis. The competent authority of the bank did not appoint him by fulfilling the rules regarding appointment of temporary sub-staff. He was never engaged as against any permanent vacancy as falsely alleged by the petitioner, for he was given work on days on which the permanent sub-staff availed leave or when some temporary increase in work. The provisions of bi-partite settlement refer to in the claim statement has no application to the case of Shri P. V. Peter. These clauses apply only to such of those persons who have been engaged as temporary employees from the panel laid by the bank in accordance with the rules of the bank. Therefore the question of giving preference to Shri P. V. Peter in the matter of filling permanent vacancies if any does not arise. The directive of Ministry of Labour, Government of India is in consonance with the Supreme Court Judgement reported (1992 2 LLJ page 452). The Bank as a public Sector undertaking is bound by the directives/guidelines issued by the Government of India from time to time in the matter of engagement of sub-staff. The Ministry of Finance, Banking Divn. has directed the Respondent Bank to ensure that recruitment in subordinate staff cadre irrespective of the nature and the duration of the vacancy should be made only through employment exchange. The executive instructions require that all the vacancies arising in the Central Government Offices/Establishment including statutory organisations irrespective of the nature of duration of the vacancy or not only be notified but also to be filled up through employment exchange. Therefore question of 'other things being equal' provided for

under para 20.12 of the bi-partite settlement does not arise and therefore giving preference in the matter of giving employment to him does not arise. The concerned workman was not engaged for 240 days in any period of 12 months period preceding the date of his dis-engagement. So the question of the Petitioner invoking Section 25(F) of the Industrial Disputes Act, 1947 does not arise and such contentions are misconceived. The settlements entered earlier cannot be cited in this case as the circumstances are different. The respondent bank being wholly owned by the Government of India is bound to follow the directives/guidelines in the matter of empanelment of temporary sub staff/casual employees. Immediately after nationalisation of banks, it was found that there were casual engagements of sub-staff in leave vacancies. The Government of India insisted for putting an end to these types of back door entry in the public sector services. The Government of India periodically issued directives that selection should be through employment exchange only. The Government of India on 16th August, 1990 imposed restrictions on fresh empanelment. Till such time the problems of existing temporary/casual sub-staffs are solved. Under a settlement dated 6-7-1992 the bank considered as a one time measure, cases of persons who were engaged for 90 days between 1-1-1982 to 31-12-1989 without being sponsored by employment exchange for empanelment as temporary sub-staff. In the letter dated 16-8-1990, the Government of India made it clear that it was a one time measure and there need not be any addition in the existing panel of temporary sub-staff. The concerned workman Shri P. V. Peter does not come under this category of one time measure candidates for he was casually engaged subsequently during 1992 to 1994. Therefore subsequent to the aforesaid settlement, the banks have been following only the directives and guidelines issued by the Government of India from time to time. Hence Shri P. V. Peter is not entitled to stake his claim for regularisation as sub-staff and his dis-engagement is legal, justified and valid. Therefore it is prayed that this Honourable Court may be pleased to reject the reference by dismissing the claims of the claimant's association.

4. When the matter was taken up for enquiry, no one has been examined as a witness on either side. No document has been filed as an exhibit on the side of the first party/claimant, Indian Bank Employees Association. On the side of the second party, Indian Bank/Management four documents have been filed as Exhibits M1 to M4. The learned counsel on either side had advanced their respective arguments.

5. The Point for my consideration is—

“Whether the demand of the Indian Bank Employees Association in the matter of regularisation and absorption of Shri P. V. Peter in the service of the Indian Bank is justified? If not, what relief is the workman entitled to?”

Point:—

The concerned workman Shri P. V. Peter was engaged as a sub-staff by the Branch Manager at the

Thiruppur Branch of the Respondent/Indian Bank. It is the contention of the Petitioner Association that the concerned workman was engaged as a temporary sub-staff and he worked continuously for more than 334 days from 17-1-92 and that he had completed more than 240 days in the year 1993. But the Respondent failed to regularise the service of the said workman or to grant him temporary status and to absorb him in the permanent vacancy that may arise in future. The concerned workman Shri P. V. Peter has registered his name in the employment exchange and his education qualification is failed in 10th Standard. It is contended in the counter statement of the Respondent Bank that mere registration of Shri P. V. Peter's name in the employment exchange which was done at his own instance does not confer upon him any right for regular absorption. He was engaged on casual basis as sub-staff temporarily. It is the argument of the learned counsel of the Respondent Bank that completion of 240 days will not confer any right on the concerned workman since the engagement was on casual basis. He was unauthorisely engaged by the Branch Manager and he was not in the panel of temporary sub-staff. All these contentions are not denied by the I Party/Claimant. It is the contention of the Petitioner Association that the Respondent Bank had refused to absorb the concerned workman in a permanent vacancy and had not taken any action to regularise his service and to grant him temporary status though he was employed more than 300 days per year as continuous employment. He had been temporarily engaged in a permanent vacancy. The II Party Bank Management has disputed this. It is not disputed that under a settlement dated 6-7-92 as a one time measure cases of persons for 90 days between 1-1-1982 and 31-12-1989 who have been engaged by the bank as temporary sub-staff where considered by the bank for empanelment as temporary sub-staff and the concerned workman Sh. P. V. Peter does not come under this category of one time measure. Even as per the allegation of Petitioner association the concerned workman was engaged as a sub-staff in the Respondent Bank, Thiruppur Branch from 17-1-1992. So he was not in the panel of temporary sub-staff. The learned counsel for the II Party Management contended that the concerned workman was not sponsored by employment exchange based on specific vacancy. It is not disputed. The concerned workman registration of his name in the employment exchange does not confer him any right to claim employment in the Respondent Bank management. This cannot be disputed. As it is pleaded in the counter statement of the II Party Management that the bi-partite settlement process cited in the claim statement of the Petitioner Employees Association does not applicable to this case, because those clauses are applicable only to persons engaged as temporary employees. It is not the case of the Petitioner Employees Association that the concerned workman worked as casual sub-staff in the Respondent Bank between 1-1-1982 to 31-12-1989 to claim empanelment of temporary sub-staff as per the settlement dt. 6-7-1992. In view of that settlement the Respondent Bank Management as a one-time measure did the said empanelment. The I Party Employees Association does not dispute this. So the said settlement dated 6-7-92 is not applicable to the

concerned workman Sh. P. V. Peter who was engaged as a casual sub staff only on 17-1-92 since the period taken for consideration by that settlement in respect of the persons engaged as temporary sub staff was prior to his engagement as sub staff. The Xerox copy of the said settlement has been marked as Ex. M3. The Xerox copy of other Government of India Notification and Government of Instructions relied upon by the II Party Respondent Management have been marked as Ex. M1 and M2 respectively. Ex. M4 is the Xerox copy of the circular dt. 4-3-1983 issued by the head office of the Respondent Bank Management to all branches, wherein instructions have been given for engagement of persons during the leave vacancies of sub staff. As per these instructions the maximum qualifications for a person to be engaged as a sub staff is a pass in 7th standard. It is specifically stated in the circular by way of instruction that over qualified persons should not be engaged. This is also not disputed by the Petitioner Employees Association. In a case reported as 1999 (2) LLJ Page 1173, Calcutta Tramways Co. Ltd. and others vs. Ramesh and 17 others, the division bench of Calcutta High Court has held that "the persons appointed through back door cannot claim permanency in service. Absorption in permanent service on ground of social justice is not sustainable as initial engagement itself was not legal and proper." As per this decision of division bench of Calcutta High Court, the Petitioner Association is not entitled for a relief of absorption as prayed for the concerned workman against the Respondent Bank.

It is not the case of Petitioner Employees Association that the concerned workman had been engaged as a sub staff of the branch of the Respondent Bank Management as per the procedure adopted by the Bank Management for recruitment of sub-staff in the permanent vacancy. Admittedly the concerned workman was not a permanent employee duly recruited to the bank services as sub staff by a competent authority following the procedure of recruitment. He was not a permanent employee. He was not issued any order of appointment or order of termination from service. He was only disengaged. So as contended by the learned counsel for the Respondent Management, the Petitioner Employees Association cannot invoke section 25(f) of the Industrial Disputes Act. So the contention of the Petitioner Employees Association that the action of the Respondent Management in not giving one month's notice or notice pay as per section 25(f) of I.D. Act is incorrect and their contention that non-compliance of the provision of section 25(f) of the I.D. Act by the Respondent Bank Management for disengaging the concerned workman as illegal is also incorrect. It is held in a case reported as 1992 (2) LLJ page 452, Delhi Development Horticulture Employees' Union vs. Delhi Administration Delhi and others by the Supreme Court that "the persons having the practice of claiming regularisation of service on the ground of having completed 240 or more days by making back door entry in the employment is not justifiable". The above decisions are quite applicable to the facts of this case. Thus the point is answered accordingly.

Under such circumstances it can be concluded that the relief prayed for by the Petitioner Employees

Association on behalf of the concerned workman Sh. P. V. Peter for regularisation and absorption in service of the Indian Bank is unjustified. Hence concerned workman is not entitled to any relief. No cost.

(Dictated to the Stenographer, transcribed and typed by him, corrected and pronounced by me in the open court on this day the 31st December, 2001.)

K. KARTHIKEYAN, Presiding Officer

Witnesses Examined :

On either side.—None.

Documents Marked :

For I Party/Claimant.—Nil.

For II Party/Management :

Ex. No.	Date	Description
M1	30-9-78	Government of India Notification No. F/1/2/1/77/IR.
M2	16-8-90	Government of India Instructions No. F-3/3/104/87-IR.
M3	6-7-92	Settlement entered into with recognised union.
M4	4-3-83	Norms for engagement of sub staff.

नई दिल्ली, 21 जनवरी, 2002

का.आ. 495.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडियन बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चेन्नई के पंचाट (संदर्भ संख्या 281/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-1-2002 को प्राप्त हुआ था।

[सं. एल-12012/153/1999-आई.आर. (बी-II)]

सी. गंगाधरण, अवसर सचिव

New Delhi, the 21st January, 2002

S.O. 495.—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-cum-Labour Court, Chennai as shown in the Annexure, in the industrial dispute between the employers in relation to the Indian Bank and their workmen, received by the Central Government on 21-1-2002.

[No. L-12012/153/1999-IR(B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

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

Monday, the 31st December, 2001.

PRESENT :

K. Karthikeyan, Presiding Officer.

Industrial Dispute No 281/2001
(Tamil Nadu State Industrial Tribunal I.D.
No. 292/99)

(In the matter of the dispute for adjudication under clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Workman Sri Raghu and the Management of Indian Bank, Chennai.)

BETWEEN

The General Secretary,
Indian Bank Employees
Association.

I Party/Claimant.

AND

The General Manager,
Indian Bank, Chennai.

II Party/Management.

APPEARANCES :

For the Claimant : M/s. R. Rengaramanujam, J. Muthukumar, K. Thilagaraj and S. Indumathi, Advocates.

For the Management : M/s. Aiyar and Dolia, Advocates.

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 Industrial Disputes Act, 1947 (14 of 1947), have referred the concerned Industrial Dispute for adjudication vide Order No. L-12011/153/99-IR (B-II) dated 10th November, 1999.

This reference has been made earlier to the Tamil Nadu State Industrial Tribunal, where it was taken on file as I.D. No. 292/99. When the matter was pending enquiry in that Tribunal, the Government of India, Ministry of Labour was pleased to order transfer of this case from that Tribunal to this Tribunal for adjudication. On receipt of records from that Tribunal, the case has been taken on file as I.D. No. 281/2001 and notices were sent to the counsel on record on either side, informing them about the transfer of this case to this Tribunal, with a direction to appear before this Tribunal on 13-2-2001. On receipt of notice from this Tribunal, counsel either side present and prosecuted this case further.

When the matter came up before me for final hearing on 28-12-2001, upon perusing the Claim Statement, Counter Statement, the other material papers on record, the documentary evidence let in on the side of the II Party/Management, upon hearing the arguments advanced by the learned counsel on either side, this matter having stood over till this date for consideration, this Tribunal has passed the following :—

AWARD

The Industrial Dispute referred to in the above order of reference by the Central Government for adjudication by this Tribunal is as follows :—

“Whether the demand of the Indian Bank Employees Association in the matter of absorption and regularisation of Shri Raghu in the service of the Indian Bank is justified? If not, to what relief he is entitled?”

2. The averments in the claim statement of the claimant I Party/Union are briefly as follows :—

The I Party/Claimant, the General Secretary of Indian Bank Employees Association, (hereinafter refers to as Petitioner) has raised this industrial dispute espousing the cause of the workman Sri Raghu regarding his non-employment. The concerned workman was engaged as a temporary sub-staff by the Branch Manager of Kancheepuram Branch, of II Party/Bank Management (hereinafter refers to as Respondent) from 1-12-1989. He worked continuously for more than 293, 284 and 286 days and in particular he had completed more than 240 days in a year. He had completed more than 240 days of service in a year and thus attracting the provisions of the Tamil Nadu Industrial Establishments (Confirmation of permanent status to workman) Act, 1981. Though the petitioner union requested the Respondent Bank Management to regularise the services of the workman Sri Raghu it failed to do so. The concerned workman had registered his name in the employment exchange in the year 1992. His educational qualification also falls within the eligibility class prescribed by the Bank. He had been temporarily engaged in a permanent vacancy. The Respondent Bank Management had neither regularise the services of the concerned workman nor taken any action to grant him temporary status to absorb him in a permanent vacancy that may arise in future. It is an unfair labour practice of the respondent management. The concerned workman was thrown out of his employment without any notice. Thus the Respondent Management had violated the provisions of Section 25(F) of the I.D. Act. As per bipartite settlement dated 19-10-1966 para 20.7. “Temporary Employee” will mean a workman who had been appointed for a limited period for work which is of an essentially temporary nature, or who is employed temporarily as an additional workman in connection with temporary increase in work of permanent nature and includes a workman other than a permanent workman who is appointed in a temporary vacancy caused by the absence of a particular employee. In para 20.8 it is mentioned that ‘A temporary workman may also be appointed to fill a permanent vacancy provided that such temporary appointment shall not exceed a period of three months during which the bank shall make arrangements for filling up the vacancy permanently. If such temporary workman is eventually selected for filling up the vacancy, the period of such employment will be taken into account as part of his probationary period. In para 20.12 it is mentioned that, other things being equal, temporary workman (other than godown keeper) will be given preference for filling permanent vacancies and if selected they may have to undergo probation. The concerned workman was orally termi-

dated from the services. The respondent management by stopping the concerned workman from service had violated the procedure laid down under Section 25(f) of I.D. Act. It is wholly unjustified, illegal and arbitrary. Either notice or notice pay in lieu of notice was not given to the concerned workman as per the above provision in the Act. As per the same bipartite settlement the temporary workman will be given preference while filling up permanent vacancy. Since it comes under class IV category, Employment compulsory notification Act will not be applicable to the concerned workman. The very fact that the workman was in continuous employment for 1039 days proves that there was perennial need for the service of the workman. Though the employment of the workman is said to be a temporary one but in reality it is not so. He had been engaged by the Bank against the permanent vacancies for more than five years from the year 1989 onwards. Yet the Management have not taken any action to regularise the service of the workman or to grant him temporary status and absorb him in a permanent vacancy that may arise in future. It is an unfair labour practice followed by the Respondent Management. Since he was engaged by the said branch manager of the respondent bank management in the permanent vacancy for more than 240 days in a year the concerned workman is having preferential treatment and is having vested right over the existing vacancy of sub-staff under the respondent management. There are several vacancies to absorb the concerned workman into service. But the respondent management refused to re-engage and to regularise the concerned workman in service. Hence it is prayed that this Hon'ble Tribunal may be pleased to pass an award directing the respondent to absorb Sri Raghu into service in the existing vacancy and to regularise his service.

3. The Averments in the Counter Statement of the Second Party/Management Indian Bank are briefly as follows :—

The concerned workman Shri Raghu though styles himself as temporary, he was working on casual basis at Kancheepuram Branch. The Respondent Bank has been having a system of maintaining a panel of sub-staff on temporary basis to work in the vacancies of permanent sub-staff going on leave. The engagement of the empanelled temporary sub-staff has been on day to day basis and for such employment wages are paid on daily wages. Shri C. Raghu was never in the panel. Mere registration of his name in the employment exchange, that too, at his own instance does not confer upon him any right for regular absorption. His candidature was not sponsored by the employment exchange as there has been no occasion for the Respondent Bank to request the Employment Exchange to sponsor candidates. He is not qualified for being engaged as a casual sub-staff. For being employed as a sub-staff, the minimum and maximum qualifications as per the norms of the Respondent is 5th standard pass and 7th standard pass respectively. The petitioner has to prove regarding educational qualification of Shri C. Raghu. He was engaged on casual basis. The competent authority of the bank did not appoint him by fulfilling the rules regarding appointment of temporary sub-staff. He was never engaged as against any

permanent vacancy as falsely alleged by the petitioner, for he was given work on days on which the permanent sub-staff availed leave or when some temporary increase in work. The provisions of bipartite settlement refer to in the claim statement has no application to the case of Shri C. Raghu. These clauses apply only to such of those persons who have been engaged as temporary employees from the panel laid by the bank in accordance with the rules of the bank. Therefore the question of giving preference to Shri C. Raghu in the matter of filling permanent vacancies if any does not arise. The directive of Ministry of Labour, Govt. of India is in consonance with the Supreme Court Judgement reported him (1992 2 LLJ page 452). The Bank as a public sector undertaking is bound by the directives/guidelines issued by the Government of India from time to time in the matter of engagement of sub-staff. The Ministry of Finance, Banking Division has directed the Respondent Bank to ensure that recruitment in subordinate staff cadre irrespective of the nature and the duration of the vacancy should be made only through employment exchange. The executive instructions require that all the vacancies arising in the Central Government Offices/Establishment including statutory organisations irrespective of the nature of duration of the vacancy or not only be notified but also to be filled up through employment exchange. Therefore question of 'other things being equal' provided for under para 20.12 of the bi-partite settlement does not arise and therefore giving preference in the matter of giving employment to him does not arise. The concerned workman was not engaged for 240 days in any period of 12 months period preceding the date of his dis-engagement. So the question of the Petitioner invoking Section 25(f) of the Industrial Disputes Act, 1947 does not arise and such contentions are misconceived. The settlements entered earlier cannot be cited in this case as the circumstances are different. The respondent bank being wholly owned by the Government of India is bound to follow the directives/guidelines in the matter of empanelment of temporary sub-staff/casual employees. Immediately after nationalisation of banks, it was found that there were casual engagements of sub-staff in leave vacancies. The Government of India insisted for putting an end to these types of back door entry in the public sector services. The Government of India periodically issued directives that selection should be through employment exchange only. The Government of India on 16-8-1990 imposed restrictions on fresh empanelment. Till such time the problems of existing temporary/casual sub-staffs are solved. Under a settlement dated 6-7-1992 the bank considered as a one time measure, cases of persons who were engaged for 90 days between 1-1-1982 to 31-12-1989 without being sponsored by employment exchange for empanelment as temporary sub-staff. In the letter dated 16-8-1990, the Government of India made it clear that it was a one-time measure and there need not be any addition in the existing panel of temporary sub-staff. The concerned workman Shri C. Raghu does not come under this category of one time measure since he was not engaged for 90 days upto 31-12-1989. He was engaged for 39 days only upto 31-12-1989. Therefore subsequent to the aforesaid settlement, the banks have been following only the directives and guidelines issued by the Government of India from time to time. Hence Shri C. Raghu is

not entitled to stake his claim for regularisation as sub-staff and his disengagement is legal, justified and valid. Therefore it is prayed that this Honourable Court may be pleased to reject the reference by dismissing the claims of the claimant's association.

4. When the matter was taken up for enquiry, no one has been examined as a witness on either side. No document has been filed as an exhibit on the side of the first party/claimant, Indian Bank Employees Association. On the side of the second party, Indian Bank/Management four documents have been filed as Exhibits M1 to M4. The learned counsel on either side had advanced their respective arguments.

5. The Point for my consideration is—

“Whether the demand of the Indian Bank Employees Association in the matter of absorption and regularisation absorption of Shri C. Raghu in the service of the Indian Bank is justified? If not, to what relief he is entitled?”

Point :—

The concerned workman, Shri C. Raghu was engaged as a sub-staff by the Branch Manager of Kancheepuram Branch of Respondent/Indian Bank. It is the contention of the Petitioner Association that the concerned workman was engaged as a temporary sub-staff and he worked continuously for more than 1039 days from 1-12-1989 and that he had completed more than 240 days in a year. But the Respondent failed to regularise the service of the said workman or to grant him temporary status and to absorb him in the permanent vacancy that may arise in future. The concerned workman Shri C. Raghu has registered his name in the employment exchange and his educational qualification falls within the eligibility clause prescribed by the Bank. It is contended in the counter statement of the Respondent Bank that mere registration of Shri C Raghu's name in the employment exchange which was done at his own instance does not confer upon him any right for regular absorption. He was engaged on casual basis as sub-staff temporarily. It is the argument of the learned counsel of the Respondent Bank that completion of 240 days will not confer any right on the concerned workman since the engagement was on casual basis. He was unauthorisedly engaged by the Branch Manager and he was not in the panel of temporary sub staff. All these contentions are not denied by the I Party/Claimant. It is the contention of the Petitioner Association that the Respondent Bank had refused to absorb the concerned workman in a permanent vacancy and had not taken any action to regularise his service and to grant him temporary status though he was employed more than 240 days per year as continuous employment. He had been temporarily engaged in a permanent vacancy. The II Party Bank Management has disputed this. It is not disputed that under a settlement dated 6-7-1992 as a one time measure cases of persons for 90 days between 1-1-1982 and 31-12-1989 who have been engaged by the bank as temporary sub staff where considered by the bank for empanelment as temporary sub staff and the concerned workman Sh. C. Raghu does not come under this category of one time measure. Even as per the

allegation of Petitioner association the concerned workman was engaged as a sub staff in the Respondent Bank, Kancheepuram Branch, from 1-12-1989. So he was not in the panel of temporary sub staff. The learned counsel for the II Party Management contended that the concerned workman was not sponsored by employment exchange based on specific vacancy. It is not disputed. The concerned workman registration of his name in the employment exchange does not confer him any right to claim employment in the Respondent Bank management. This cannot be disputed. As it is pleaded in the counter statement of the II Party Management that the bi-partite settlement process cited in the claim statement of the Petitioner Employees Association does not applicable to this case, because those clauses are applicable only to persons engaged as temporary employees. It is not the case of the Petitioner Employees Association that the concerned workman worked as the casual sub staff in the Respondent Bank between 1-1-1982 to 31-12-1989 to claim empanelment of temporary sub staff as per the settlement dt. 6-7-92. In view of that settlement the Respondent Bank Management as a one-time measure did the said empanelment. The I Party Employees Association does not dispute this. So the said settlement dated 6-7-92 is not applicable to the concerned workman Sh. C. Raghu who was said to have been engaged as a casual sub staff from 1-12-1989 since the petitioner association has failed to prove the said plea in the claim statement with acceptable evidence. The Xerox copy of the said settlement has been marked as Ex. M3. The Xerox copy of other Government of India Notification and Government of Instructions relied upon by the II Party Respondent Management have been marked as Ex. M1 and M2 respectively. Ex. M4 is the Xerox copy of the circular dated 4-3-1983 issued by the head office of the Respondent Bank Management to all branches, wherein instructions have been given for engagement of persons during the leave vacancies of sub staff. As per these instructions the maximum qualifications for a person to be engaged as a sub staff is a pass in 7th standard. It is specifically stated in the circular by way of instruction that over qualified persons should not be engaged. This is also not disputed by the Petitioner Employees Association. The petitioner association has not proved with acceptable evidence the plea it has taken in the claim statement with regard to the educational qualification of the concerned workman. In a case reported as 1999 (2) LLJ Page 1173, Calcutta Tramways Co. Ltd. and others vs. Ramesh and 17 others, the division bench of Calcutta High Court has held that “the persons appointed through back door cannot claim permanency in service. Absorption in permanent service on ground of social justice is not sustainable as initial engagement itself was not legal and proper.” As per this decision of division bench of Calcutta High Court, the Petitioner Association is not entitled for a relief of absorption as prayed for the concerned workman against the Respondent Bank.

6. It is not the case of Petitioner Employees Association that the concerned workman had been engaged as a sub staff of the branch of the Respondent Bank Management as per the procedure adopted by the Bank Management for recruitment of sub staff in the permanent vacancy. Admittedly the concerned

workman was not a permanent employee duly recruited to the bank services as sub staff by a competent authority following the procedure of recruitment. He was not a permanent employee. He was not issued any order of appointment or order of termination from service. He was only disengaged. So as contended by the learned counsel for the Respondent Management, the Petitioner Employees Association cannot invoke section 25(f) of the Industrial Disputes Act. So the contention of the Petitioner Employees Association that the action of the Respondent Management in not giving one months notice or notice pay as per section 25(f) of I.D. Act is incorrect and their contention that non-compliance of the provision of the section 25(f) of the I.D. Act by the Respondent Bank Management for disengaging the concerned workman as illegal is also incorrect. It is held in a case reported as 1992 (2) LLJ page 452, Delhi Development Horticulture Employees' Union vs. Delhi Administration Delhi & others by the Supreme Court that "the persons having the practice of claiming regularisation of service on the ground of having completed 240 or more days by making back door entry in the employment is not justifiable". The above decisions are quite applicable to the facts of this case. Thus the point is answered accordingly.

Under such circumstances it can be concluded that the relief prayed for by the Petitioner Employees Association on behalf of the concerned workman Sh. C. Raghu for regularisation and absorption in service of the Indian Bank is unjustified. Hence the concerned workman is not entitled to any relief. No cost.

(Dictated to the Stenographer, transcribed and typed by him, corrected and pronounced by me in the open court on this day the 31st December, 2001.)

K. KARTHIKEYAN, Presiding Officer

Witnesses Examined :

On either side.—None.

Documents Marked :

For I Party/Claimant.—Nil.

For II Party/Management :—

Ex.	No.	Date	Description
M1	30-9-78	—	Government of India Notification No. F/1/2/1/77/IR.
M2	16-8-90	—	Government of India Instructions No. F-3/3/104/87-IR
M3	6-7-92	—	Settlement entered into with recognised union.
M4	4-3-83	—	Norms for engagement of sub staff.

नई दिल्ली, 21 जनवरी, 2002

का.आ.496:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडियन बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक

विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चेन्नई के पंचाट (संदर्भ संख्या 282/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-1-2002 को प्राप्त हुआ था।

[सं. एल-12012/154/99—आई.आर. (बी-II)]

सी. गंगाधरण, अव्वर सचिव

New Delhi, the 21st January, 2002

S.O. 496.—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-cum-Labour Court, CHENNAI as shown in the Annexure, in the industrial dispute between the employers in relation to the Indian Bank and their workmen, which was received by the Central Government on 21-1-2002.

[No. L-12012/54/1999-IR (B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Monday, the 31st December, 2001

PRESENT :

K. Karthikeyan, Presiding Officer.

Industrial Dispute No. 282/2001

(Tamilnadu State Industrial Tribunal I.D. No. 296/99)

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Workman Sri M. Gajendran and the Management of Indian Bank, Chennai.)

BETWEEN

The General Secretary, : I Party/Claimant.

Indian Bank Employees Association

AND

The General Manager, : II Party/Management.
Indian Bank, Chennai.

APPEARANCE :

For the Claimant : M/s. R. Rengaramanujam,
J. Muthukumaran,
K. Thilagaraj and
S. Indumathi,
Advocates.

For the Management : M/s. Aiyar and Dolia,
Advocates.

The Govt. 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 Industrial Dispute Act, 1947 (14 of 1947), have referred the concerned Industrial Dispute for adjudication vide Order No. L-12012/154/99-IR (B-II) dated 10-11-1999.

This reference has been made earlier to the Tamil Nadu State Industrial Tribunal, where it was taken on file as I.D. No. 296/99. When the matter was pending enquiry in that Tribunal, the Govt. of India, Ministry of Labour was pleased to order transfer of this case from that Tribunal to this Tribunal for adjudication. On receipt of records from that Tribunal, the case has been taken on file as I.D. No. 282/2001 and notices were sent to the counsel on record on either side, informing them about the transfer of this case to this Tribunal, with a direction to appear before this Tribunal on 13-2-2001. On receipt of notice from this Tribunal, counsel on either side present and prosecuted this case further.

When the matter came up before me for final hearing on 28-12-2001, upon perusing the Claim Statement, Counter Statement, the other material papers on record, the documentary evidence let in on the side of the II Party/Management, upon hearing the arguments advanced by the learned counsel on either side, this matter having stood over till this date for consideration, this Tribunal has passed the following :—

AWARD

The Industrial Dispute referred to in the above order of reference by the Central Govt. for adjudication by this Tribunal is as follows :—

“Whether the demand of the Indian Bank Employees Association in the matter of regularisation of the service and absorption of Shri M. Gajendran in the services of the Indian Bank is justified? If not to what relief he is entitled?”

2. The averments in the claim statement of the claimant I Party/Union are briefly as follows :—

The I Party/Claimant, the General Secretary of Indian Bank Employees Association, (hereinafter refers to as Petitioner) has raised this industrial dispute espousing the cause of the workman Sri M. Gajendran regarding his non employment. The concerned workman was engaged as a temporary sub-staff by the Branch Manager of Alathur Pharmaceutical Complex Branch, of II Party/Bank Management (hereinafter refers to as Respondent) from 16-3-1993. He worked continuously for more than 408 days and in particular he had completed more than 240 days between April 1994 and March 1995. He had completed more than 240 days of service in a year and thus attracting the provisions of the Tamil Nadu Industrial Establishments (Confirmation of permanent status to workman) Act 1981. Though the petitioner union requested the Respondent Bank Management to regularise the services of the workman Sri M. Gajendran it failed to do so. The concerned workman had registered his name in the employment exchange. He had failed in the 7th standard. He had been temporarily engaged in a permanent vacancy. The Respondent Bank Management had neither regularise the services of the concerned workman nor taken any action to grant him temporary status to absorb him in a permanent vacancy that may arise in future. It is an unfair labour practice of the respondent management. The concerned workman was thrown out of his employment without any

notice. Thus the Respondent Management had violated the provisions of section 25(F) of the I.D. Act. As per bi-partiate settlement dated 19-10-1966 para 20.7, “Temporary Employee” will mean a workman who has been appointed for a limited period for work which is of an essentially temporary nature, or who is employed temporarily as an additional workman in connection with temporary increase in work of permanent nature and includes a workman other than a permanent workman who is appointed in a temporary vacancy caused by the absence of a particular employee. In para 20.8 it is mentioned that ‘A temporary workman may also be appointed to fill a permanent vacancy provided that such temporary appointment shall not exceed a period of three months during which the bank shall make arrangements for filling up the vacancy permanently. If such temporary workman is eventually selected for filling up the vacancy, the period of such employment will be taken into account as part of his probationary period. In para 20.12 it is mentioned that, other things being equal, temporary workman (other than godown keeper) will be given preference for filling permanent vacancies and if selected they may have to undergo probation. The concerned workman was orally terminated from the services. The respondent management by stopping the concerned workman from service had violated the procedure laid down under section 25(f) of I.D. Act. It is wholly unjustified, illegal and arbitrary. Either notice or notice pay in lieu of notice was not given to the concerned workman as per the above provision in the Act. As per the same bi-partiate settlement the temporary workman will be given preference while filling up permanent vacancy. Since it comes under class IV category, Employment compulsory notification Act will not be applicable to the concerned workman. The very fact that the workman was in continuous employment for 408 days proves that there was perennial need for the service of the workman. Though the employment of the workman is said to be a temporary one but in reality it is not so. He had been engaged by the Bank against the permanent vacancies from the year 1993 onwards. Yet the Management have not taken any action to regularise the service of the workman or to grant him temporary status and absorb him in a permanent vacancy that may arise in future. It is an unfair labour practice followed by the Respondent Management. Since he was engaged by the said branch manager of the respondent bank management in the permanent vacancy for more than 240 days in a year the concerned workman is having preferential treatment and is having vested right over the existing vacancy of sub staff under the respondent management. There are several vacancies to absorb the concerned workman into service. But the respondent management refused to re-engage and to regularise the concerned workman in service. Hence it is prayed that this Hon’ble Tribunal may be pleased to pass an award directing the respondent to absorb Sri M. Gajendran into service in the existing vacancy and to regularise his service.

3. The Averments in the Counter Statement of the Second Party/Management Indian Bank are briefly as follows :—

The concerned workman Sh. M. Gajendran though styles himself as temporary he was working on casual

basis at Alathur Pharmaceutical Complex Branch. The Respondent Bank has been having a system of maintaining a panel of sub-staff on temporary basis to work in the vacancies of permanent sub staff going on leave. The engagement of the empanelled temporary sub staff has been on day to day basis and for such employment wages are paid on daily wages. Sh. M. Gajendran was never in the panel. Mere registration of his name in the employment exchange, that too, at his own instance does not confer upon him any right for regular absorption. His candidature was not sponsored by the employment exchange as there has been no occasion for the Respondent Bank to request the Employment Exchange to sponsor candidates. He is not qualified for being engaged as a casual sub staff. For being employed as a sub staff, the minimum and maximum qualifications as per the norms of the Respondent is 7th standard pass and 7th standard pass respectively. The petitioner has to prove regarding educational qualification of Sh. M. Gajendran. He was engaged on casual basis. The competent authority of the bank did not appoint him by violating the rules regarding appointment of temporary sub staff. He was never engaged as against any permanent vacancy as falsely alleged by the petitioner, for he was given work on days on which the permanent sub staff availed leave or when some temporary increase in work. The provisions of bipartite settlement refer to in the claim statement has no application to the case of Sh. M. Gajendran. These clauses apply only to such of those persons who have been engaged as temporary employees from the panel laid by the bank in accordance with the rules of the bank. Therefore the question of giving preference to Sh. M. Gajendran in the matter of filling permanent vacancies if any does not arise. The directive of ministry of labour, Govt. of India is in consonance with the Supreme Court Judgement reported in (1992 2 LLJ page 452). The Bank as a public sector undertaking is bound by the directives/guidelines issued by the Govt. of India from time to time in the matter of engagement of sub staff. The ministry of finance, Banking Division has directed the Respondent Bank to ensure that recruitment in subordinate staff cadre irrespective of the nature and the duration of the vacancy should be made only through employment exchange. The executive instructions require that all the vacancies arising in the Central Govt. Offices/Establishment including statutory organisations irrespective of the nature of duration of the vacancy or not only be notified but also to be filled up through employment exchange. Therefore question of 'other things being equal' provided for under para 20.12 of the bi-partite settlement does not arise and therefore giving preference in the matter of giving employment to him does not arise. The concerned workman was not engaged for 240 days in any period of 12 months period preceding the date of his dis-engagement. So the question of the Petitioner invoking Sec. 25(f) of the Industrial Disputes Act, 1947 does not arise and such contentions are misconceived. The settlements entered earlier cannot be cited in this case as the circumstances are different. The respondent bank being wholly owned by the Govt. of India is bound to follow the directives/guidelines in the matter of empanelment of temporary sub-staff/casual employees. Immediately after nationalisation of banks, it

was found that there were casual engagements of sub staff in leave vacancies. The Govt. of India insisted for putting an end to these types of back door entry in the public sector services. The Govt. of India periodically issued directives that selection should be through employment exchange only. The Govt. of India on 16-8-1990 imposed restrictions on fresh empanelment. At such time the problems of existing temporary/casual sub staffs are solved. Under a settlement dated 6-7-1992 the bank considered as a one-time measure, cases of persons who were engaged for 90 days between 1-1-1982 to 31-12-1989 without being sponsored by employment exchange for empanelment as temporary sub staff. In the letter dated 16-8-1990, the Govt. of India made it clear that it was a one-time measure and there need not be any addition in the existing panel of temporary sub staff. The concerned workman Sh. M. Gajendran does not come under this category of one-time measure since he was not engaged for 90 days up to 31-12-1989. He was engaged for 59 days only up to 31-12-1989. Therefore, subsequent to the aforesaid settlement, the banks have been following only the directives and guidelines issued by the Govt. of India from time to time. Hence Sh. M. Gajendran is not entitled to stake his claim for regularisation as sub staff and his disengagement is legal, justified and valid. Therefore it is prayed that this Honourable court may be pleased to reject the reference by dismissing the claims of the claimant's association.

4. When the matter was taken up for enquiry, no one has been examined as a witness on either side. No document has been filed as an exhibit on the side of the first party/claimant, Indian Bank Employees Association. On the side of the second party, Indian Bank/Management four documents have been filed as Exhibits M1 to M4. The learned counsel on either side had advanced their respective arguments.

5. The Point for my consideration is :—

"Whether the demand of the Indian Bank Employees Association in the matter of regularisation of the service and absorption of Shri M. Gajendran in the service of the Indian Bank is justified? If not, to what relief he is entitled?"

Point :—

The concerned workman Sh. M. Gajendran was engaged as a sub staff by the Branch Manager of Alathur Pharmaceutical complex Branch of Respondent Indian Bank. It is the contention of the Petitioner Association that the concerned workman was engaged as a temporary sub staff and he worked continuously for more than 408 days from 16-3-1993 and that he had completed more than 240 days in a year. But the Respondent failed to regularise the service of the said workman or to grant him temporary status and to absorb him in the permanent vacancy that may arise in future. The concerned workman Sh. M. Gajendran has registered his name in the employment exchange and his educational qualification falls within the eligibility clause prescribed by the Bank. It is contended in the counter statement of the Respondent Bank that mere registration of Sh. M. Gajendran's name in the employment exchange which was done at his own instance does

not confer upon him any right for regular absorption. He was engaged on casual basis as sub staff temporarily. It is the argument of the learned counsel of the Respondent Bank that completion of 240 days will not confer any right on the concerned workman since the engagement was on casual basis. He was unauthorisedly engaged by the Branch Manager and he was not in the panel of temporary sub staff. All these contentions are not denied by the I Party/claimant. It is the contention of the Petitioner Association that the Respondent Bank had refused to absorb the concerned workman in a permanent vacancy and had not taken any action to regularise his service and to grant him temporary status though he was employed more than 240 days per year as continuous employment. He had been temporarily engaged in a permanent vacancy. The II Party Bank Management has disputed this. It is not disputed that under a settlement dated 6-7-1992 as a one time measure cases of persons for 90 days between 1-1-1982 and 31-12-1989 who have been engaged by the bank as temporary sub staff where considered by the bank for empanelment as temporary sub staff and the concerned workman Sh. M. Gajendran does not come under this category of one-time measure. Even as per the allegation of Petitioner association the concerned workman was engaged as a sub staff in the Respondent Bank, Alathur Pharmaceutical Complex Branch, from 16-3-1993. So he was not in the panel of temporary sub staff. The learned counsel for the II Party Management contended that the concerned workman was not sponsored by employment exchange based on specific vacancy. It is not disputed. The concerned workman registration of his name in the employment exchange does not confer him any right to claim employment in the Respondent Bank management. This cannot be disputed. As it is pleaded in the counter statement of the II Party Management that the bi-par-tite settlement process cited in the claim statement of the Petitioner Employees Association does not applicable to this case, because those clauses are applicable only to persons engaged as temporary employees. It is not the case of the Petitioner Employees Association that the concerned workman worked as the casual sub staff in the Respondent Bank between 1-1-1982 to 31-12-1989 to claim empanelment of temporary sub staff as per the settlement dated 6-7-92. In view of that settlement the Respondent Bank Management as a one-time measure did the said empanelment. The I Party Employees Association does not dispute this. So the said settlement dated 6-7-92 is not applicable to the concerned workman Sh. M. Gajendran who was said to have been engaged as a casual sub staff from 16-3-1993 since the petitioner association has failed to prove the said plea in the claim statement with

acceptable evidence. The Xerox copy of the said settlement has been marked as Ex. M3. The Xerox copy of other Govt. of India Notification and Govt. of Instructions relied upon by the II Party Respondent Management have been marked as Ex. M1 and M2 respectively. Ex. M4 is the Xerox copy of the circular dated 4-3-1983 issued by the head office of the Respondent Bank Management to all branches, wherein instructions have been given for engagement of persons during the leave vacancies of sub staff. As per these instructions the maximum qualifications for a person to be engaged as a sub staff is a pass in 7th standard. It is specifically stated in the circular by way of instruction that over qualified persons should not be engaged. This is also not disputed by the Petitioner Employees Association. The petitioner association has not proved with acceptable evidence the plea it has taken in the claim statement with regard to the educational qualification of the concerned workman. In a case reported as 1999 (2) LLJ Page 1173, Calcutta Tramways Co. Ltd. and others v. Ramesh and 17 others, the division bench of Calcutta High Court has held that "the persons appointed through back door cannot claim permanency in service. Absorption in permanent service on ground of social justice is not sustainable as initial engagement itself was not legal and proper." As per this decision of division bench of Calcutta High Court, the Petitioner Association is not entitled for a relief of absorption as prayed for the concerned workman against the Respondent Bank.

6. It is not the case of Petitioner Employees Association that the concerned workman had been engaged as a sub staff of the branch of the Respondent Bank Management as per the procedure adopted by the Bank Management for recruitment of sub staff in the permanent vacancy. Admittedly the concerned workman was not a permanent employee duly recruited to the bank services as sub staff by a competent authority following the procedure of recruitment. He was not a permanent employee. He was not issued any order of appointment or order of termination from service. He was only disengaged. So as contended by the learned counsel for the Respondent Management, the Petitioner Employees Association cannot invoke section 25(f) of the Industrial Disputes Act. So the contention of the Petitioner Employees Association that the action of the Respondent Management in not giving one month notice or notice pay as per section 25(f) of I.D. Act is incorrect and their contention that non-compliance of the provision of the section 25(f) of the I.D. Act by the Respondent Bank Management for disengaging the concerned workman as illegal is also incorrect. It is held in a case reported as 1992 (2) LLJ page 452 Delhi Development Horti-

culture Employees' Union vs. Delhi Administration Delhi & others by the Supreme Court that "the persons having the practice of claiming regularisation of service on the ground of having completed 240 or more days by making back door entry in the employment is not justifiable". The above decisions are quite applicable to the facts of this case. Thus the point is answered accordingly.

Under such circumstances it can be concluded that the relief prayed for by the Petitioner Employees Association on behalf of the concerned workman Sh. M. Gajendran for regularisation and absorption in service of the Indian Bank is unjustified. Hence the concerned workman is not entitled to any relief. No cost.

(Dictated to the Stenographer, transcribed and typed by him, corrected and pronounced by me in the open court on this day the 31st December, 2001.)

K. KARTHIKEYAN, Presiding Officer

Witnesses Examined :

On either side : None.

Documents Marked :

For I Party/Claimant : Nil.

For II Party/Management :—

Ex. No.	Date	Description
M1	30-9-78	Govt. of India Notification No. F/1/2/1/77/IR.
M2	16-8-90	Govt. of India Instructions No. F-3/3/104/87-IR.
M3	6-7-92	Settlement entered into with recognised union.
M4	4-3-83	Norms for engagement of sub staff.

नई दिल्ली, 29 जनवरी, 2002

का.आ. 497.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एफ सी आई के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चण्डीगढ़ के पंचाट (संदर्भ संख्या, 200/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-1-2002 को प्राप्त हुआ था।

[सं. एल. 22012/212/2000—आई आर (सी. II)]

एन.पी. केशवन, डेस्क अधिकारी

New Delhi, the 29th January, 2002

S.O. 497.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 200/2001) 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 FCI and their workman which was received by the Central Government on 28-01-2002.

[No. L-22012/212/2000-IR(C-II)]

N. P. KESAVAN, Desk Officer

ANNEXURE

IN THE COURT OF SHRI S. M. GOEL,
PRESIDING OFFICER, CENTRAL GOVT.
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT, CHANDIGARH

Ref. No. I.D. No. 200/2001

Sh. Malkiat Singh. . . Workman.

Versus

Food Corporation of India. . . Management.

PRESENT :

For the Workman.—None.

For the Management.—N. K. Zakhmi.

AWARD

dated : 17-1-2002

The Central Govt. Ministry of Labour in exercise of powers conferred on the under section 10(1)(d) and Sub-Section 2-A of section 10 of the Industrial Disputes Act 1947 (hereinafter referred as the Act), vide their letter No. L-22012/212/2000-IR(C-II) dated 25-4-2001 referred the following Industrial dispute to this Tribunal :—

"Whether the action of the management of FCI in imposing the penalty of

stoppage of two increments and recovery of one year basic pay of Shri Malkiat Singh, TA-II is legal and justified if not to what relief the concerned workman is entitled to?"

2. None appeared on behalf of the workman despite notice. 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 Central Govt. for want of prosecution. Central Govt. be informed.

Dated : 17-1-2002

S. M. GOEL, Presiding Officer

नई दिल्ली, 29 जनवरी, 2002

का.आ. 498.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एफ सी आई के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चण्डीगढ़ के पंचाट (संदर्भ संख्या 199/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-1-2002 को प्राप्त हुआ था।

[सं. एल. 22012/213/2000—आई आर (सी. II)]

एन. पी. केशवन, डेस्क अधिकारी

New Delhi, the 29th January, 2002

S.O. 498.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 199/2001) 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 FCI and their workman which was received by the Central Government on 28-01-2002.

[No. L-22012/213/2000-IR(C-II)]

N. P. KESAVAN, Desk Officer

ANNEXURE

IN THE COURT OF SHRI S. M. GOEL,
PRESIDING OFFICER, CENTRAL GOVT.
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT, CHANDIGARH

Ref. No. I.D. No. 199/2001

Sh. Jiwan Kumar,

Workman.

Versus

Food Corporation of India. . . Management.

PRESENT :

For the Workman.—None.

For the Management.—None.

AWARD

dated : 17-1-2002

The Central Govt. Ministry of Labour in exercise of powers conferred on the under section 10(1)(d) and Sub-section 2-A of section 10 of the Industrial Disputes Act 1947 (hereinafter referred as the Act), vide their letter No. L-22012/213/2000-IR(C-II) dated 25-4-2001 referred the following Industrial dispute to this Tribunal :—

“Whether the action of the management of FCI in terminating the services of Shri Jiwan Kumar S/o Shri Chiman Lal is legal and justified? If not to what relief, the workman is entitled to?”

2. None appeared on behalf of the workman despite notice. 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 Central Govt. for want of prosecution. Central Govt. be informed.

Dated : 17-1-2002.

S. M. GOEL, Presiding Officer

नई दिल्ली, 29 जनवरी, 2002

का.आ. 499.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एफ सी आई के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चण्डीगढ़ के पंचाट (संदर्भ संख्या 194/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-1-2002 को प्राप्त हुआ था।

[सं. एल. 22012/214/2000—आई आर (सी. II)]

एन. पी. केशवन, डेस्क अधिकारी

New Delhi, the 29th January, 2002

S.O. 499.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby pub-

lishes the award (Ref. No. 194/2K1) 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 FCI and their workman, which was received by the Central Government on 28-01-2002.

[No. L-22012/214/2000-IR(C-II)]

N. P. KESAVAN, Desk Officer

ANNEXURE

IN THE COURT OF SHRI S. M. GOEL,
PRESIDING OFFICER, CENTRAL GOVT.,
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT, CHANDIGARH

Ref. No. I.D. No. 194/2001

Sh. Kikar Singh. . . Workman.

Versus

Food Corporation of India. . . Management.

PRESENT :

For the Workman.—None.

For the Management.—None.

AWARD

dated : 17-1-2002

The Central Govt. Ministry of Labour in exercise of powers conferred on the under section 10(1)(d) and Sub-section 2-A of section 10 of the Industrial Disputes Act 1947 (hereinafter referred as the Act), vide their letter No. L-22012/214/2000-IR(C-II) dated 25-4-2001 referred the following Industrial dispute to this Tribunal :—

“Whether the action of the management of FCI in terminating the services of Shri Kikar Singh & Shri Dalip Singh is legal and justified? If not to what relief, the workman is entitled to?”

2. None appeared on behalf of the workman despite notice. 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 Central Govt. for want of prosecution. Central Govt. be informed.

Dated : 17-1-2002.

S. M. GOEL, Presiding Officer

नई दिल्ली, 29 जनवरी, 2002

का.आ. 500.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एफ सी आई के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चण्डीगढ़ के पंचाट (संदर्भ संख्या 187/2 के 1) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-1-2002 को प्राप्त हुआ था।

[सं. एल. 22012/215/2000-आई आर (सी. II)]

एन.पी. केशवन, डेस्क अधिकारी

New Delhi, the 29th January, 2002

S.O. 500.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 187/2K1) 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 FCI and their workman, which was received by the Central Government on 28-01-2002

[No. L-22012/215/2000-IR(C-II)]

N. P. KESAVAN, Desk Officer

ANNEXURE

IN THE COURT OF SHRI S. M. GOEL,
PRESIDING OFFICER, CENTRAL GOVT.
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT, CHANDIGARH

Ref. No. I.D. No. 187/2001

Sh. Budh Ram. . . Workman.

Versus

Food Corporation of India. . . Management.

PRESENT :

For the Workman.—None.

For the Management.—None.

AWARD

dated : 17-1-2002

The Central Govt. Ministry of Labour in exercise of powers conferred on the under section 10(1)(d) and Sub-section 2-A of section 10 of the Industrial Disputes Act 1947 (hereinafter referred as the Act), vide their letter No. L-22012/215/2000-IR(C-II) dated

25-4-2001 referred the following Industrial dispute to this Tribunal :—

“Whether the action of the management of FCI in terminating the services of Shri Budh Ram is legal and justified? If not to what relief the workman is entitled to?”

2. None appeared on behalf of the workman despite notice. 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 Central Govt. for want of prosecution. Central Govt. be informed.

Dated : 17-1-2002.

S. M. GOEL, Presiding Officer

नई दिल्ली, 29 जनवरी, 2002

का.आ. 501.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एफ सी आई के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चण्डीगढ़ के पंचाट (संदर्भ संख्या 192/2 के-1) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-1-2002 को प्राप्त हुआ था।

[सं. एल. 22012/216/2000—आई आर (सी. II)]

एन.पी. केशवन, डेस्क अधिकारी

New Delhi, the 29th January, 2002

S.O. 501.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 192/2K1) 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 FCI and their workman which was received by the Central Government on 28-01-2002.

[No. L-22012/216/2000-IR(C-II)]

N. P. KESAVAN, Desk Officer

ANNEXURE

IN THE COURT OF SHRI S. M. GOEL,
PRESIDING OFFICER, CENTRAL GOVT.
INDUSTRIAL-TRIBUNAL-CUM-LABOUR
COURT, CHANDIGARH

Ref. No. I.D. No. 192/2001

Sh. Chhinder Pal Singh.

.. Workman

362 GI/2002—26

Versus

Food Corporation of India. . . Management.
PRESENT :

For the Workman.—None.

For the Management.—None.

AWARD

Dated : 17-1-2002

The Central Govt. Ministry of Labour in exercise of powers conferred on the under section 10(1)(d) and Sub-Section 2-A of section 10 of the Industrial Dispute Act 1947 (hereinafter referred as the Act), vide their letter No. L-22012/216/2000-IR(C-II) dated 25-4-2001 referred the following Industrial dispute to this Tribunal :—

“Whether the action of the management of FCI in terminating the services of Shri Chhinder Pal Singh S/o Shri Gurudev Singh is legal and justified? If not to what relief, the workman is entitled to?”

2. None appeared on behalf of the workman despite notice. 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 Central Govt. for want of prosecution. Central Govt. be informed.

Dated : 17-1-2002.

S. M. GOEL, Presiding Officer

नई दिल्ली, 29 जनवरी, 2002

का.आ. 502.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एफ सी आई के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चण्डीगढ़ के पंचाट (संदर्भ संख्या 181/2 के 1) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-1-2002 को प्राप्त हुआ था।

[सं. एल. 22012/218/2000—आई आर (सी. II)]

एन.पी. केशवन, डेस्क अधिकारी

New Delhi, the 29th January, 2002

S.O. 502.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 181/2K1) 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 FCI and their workman which was received by the Central Government on 28-01-2002.

[No. L-22012/218/2000-IR(C-II)]

N. P. KESAVAN, Desk Officer

ANNEXURE

IN THE COURT OF SHRI S. M. GOEL,
PRESIDING OFFICER, CENTRAL GOVT.
INDUSTRIAL-TRIBUNAL-CUM-LABOUR
COURT, CHANDIGARH

Ref. No. I.D. No. 181/2001

Shri Pritpal Singh. Workman.

Versus

Food Corporation of India. Management.

PRESENT :

For the Workman.—None.

For the Management.—N. K. Zakhmi.

AWARD

Dated : 17-1-2002

The Central Govt. Ministry of Labour in exercise of powers conferred on them under section 10(1)(d) of Sub-section 2-A of section 10 of the Industrial Disputes Act, 1947 (hereinafter referred as the Act), vide their letter No. L-22012/21/18/2000-IR(C-II) dated 25-4-2001 referred the following Industrial Dispute to this Tribunal :—

“Whether the action of the management of FCI in terminating the services of Shri Prit Pal Singh S/o Sh. Rajwant Singh is legal and justified? If not to what relief, the workman is entitled to?”

2. None appeared on behalf of the parties despite notice. 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 Central Govt. for want of prosecution. Central Govt. be informed.

Dated : 17-1-2002

S. M. GOEL, Presiding Officer

नई दिल्ली, 29 जनवरी, 2002

का.आ. 503.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एफ सी आई के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चण्डीगढ़ के पंचाट (संदर्भ संख्या 184/2 के 1) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-01-2002 को प्राप्त हुआ था।

[सं. एल. 22012/219/2000-आई आर (सी. II)]

एन.पी. केशवन, डेस्क अधिकारी

New Delhi, the 29th January, 2002

S.O. 503.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 184/2K1) 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 FCI and their workman which was received by the Central Government on 28-01-2002.

[No. L-22012/219/2000-IR(C-II)]

N. P. KESAVAN, Desk Officer

ANNEXURE

IN THE COURT OF SHRI S. M. GOEL,
PRESIDING OFFICER, CENTRAL GOVT.
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT, CHANDIGARH

Ref. No. I.D. No. 184/2001

Sh. Buta Singh. Workman.

Versus

Food Corporation of India. Management.

PRESENT :

For the Workman.—None.

For the Management.—None.

AWARD

Dated : 17-1-2002

The Central Govt. Ministry of Labour in exercise of powers conferred on them under section 10(1)(d) and Sub-section 2-A of section 10 of the Industrial Disputes Act 1947 (hereinafter referred as the Act), vide their letter No. L-22012/219/2000-IR(C-II) dated

25-4-2001 referred the following Industrial dispute to this Tribunal :—

“Whether the action of the management of FCI in terminating the services of Shri Buta Singh S/o Shri Thakur Singh is legal and justified? If not to what relief, the workman is entitled to?”

2. None appeared on behalf of the workman despite notice. 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 Central Govt. for want of prosecution. Central Govt. be informed.

Dated : 17-1-2002

S. M. GOEL, Presiding Officer

नई दिल्ली, 29 जनवरी, 2002

का.आ. 502.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एफ.सी.आई. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चण्डीगढ़ के पंचाट (संदर्भ संख्या 193/2 केआई) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-1-2002 को प्राप्त हुआ था।

[सं. एल. 22012/220/2000-आई.आर. (सी. II)]
एन.पी. केशवन, डेस्क अधिकारी

New Delhi, the 29th January, 2002

S.O. 504.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 193/2K1) 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 FCI and their workman which was received by the Central Government on 28-01-2002.

[No. L-22012/220/2000-IR(C-II)]
N. P. KESAVAN, Desk Officer

ANNEXURE

IN THE COURT OF SHRI S. M. GOEL,
PRESIDING OFFICER, CENTRAL GOVT.,
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT, CHANDIGARH

Ref. No. I.D. No. 193/2001

Sb Sucha Singh. Workman.

Versus

Food Corporation of India. . . Management.

PRESENT :

For the Workman.—None.

For the Management.—None.

AWARD

Dated : 17-1-2002

The Central Govt. Ministry of Labour in exercise of powers conferred on them under Section 10(1)(d) and Sub-section 2-A of Section 10 of the Industrial Disputes Act, 1947 (hereinafter referred as the Act), vide their letter No. L-22012/220/2000-IR(C-II) dated referred the following Industrial dispute to this Tribunal :—

“Whether the action of the management of FCI in terminating the services of Shri Sucha Singh S/o Shri Jhande Singh is legal and justified? If not to what relief, the workman is entitled to?”

2. None appeared on behalf of the workman despite notice. 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 Central Govt. for want of prosecution. Central Govt. be informed.

Dated : 17-1-2002.

S. M. GOEL, Presiding Officer

नई दिल्ली, 29 जनवरी, 2002

का.आ. 505.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एफ.सी.आई. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चण्डीगढ़ के पंचाट (संदर्भ संख्या 188/2 के 1) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-1-2002 को प्राप्त हुआ था।

[सं. एल. 22012/221/2000-आई.आर. (सी.-II)]
एन.पी. केशवन, डेस्क अधिकारी

New Delhi, the 29th January, 2002

S.O. 505.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of

1947), the Central Government hereby publishes the award (Ref. No. 188/2K1) 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 FCI and their workman, which was received by the Central Government on 28-01-2002.

[No. L-22012/221/2000-IR(C-II)]

N. P. KESAVAN, Desk Officer

ANNEXURE

IN THE COURT OF SHRI S. M. GOEL,
PRESIDING OFFICER, CENTRAL GOVT.
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT, CHANDIGARH

Ref. No. I.D. No. 188/2001

Sh. Sukhwinder Singh. . . Workman.

Versus

Food Corporation of India. . . Management.

PRESENT :

For the Workman.—None.

For the Management.—None.

AWARD

Dated : 17-1-2002

The Central Govt. Ministry of Labour in exercise of powers conferred on the under Section 10(1)(d) and Sub-section (2-A) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter referred as the Act), vide their letter No. L-22012/221/2000-IR(C-II) dated 25-4-2001 referred the following Industrial dispute to this Tribunal :—

“Whether the action of the management of FCI in terminating the services of Shri Sukhwinder Singh S/o Shri Harbans Singh is legal and justified? If not to what relief the workman is entitled to?”

2. None appeared on behalf of the workman despite notice. 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

Central Govt. for want of prosecution. Central Govt. be informed.

Dated : 17-1-2002

S. M. GOEL, Presiding Officer

नई दिल्ली, 29 जनवरी, 2002

का.आ. 506.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एफ.सी.आई. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चण्डीगढ़ के पंचाट (संदर्भ संख्या 189/2 के 1) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28/1/2002 को प्राप्त हुआ था।

[सं.एल -22012/222/2000-आई.आर. (सी.-II)]

एन.पी. केशवन, डेस्क अधिकारी

New Delhi, the 29th January, 2002

S.O. 506.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. (189/2K1) 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 FCI and their workman which was received by the Central Government on 28-01-2002.

[No. L-22012/222/2000-IR(C-II)]

N. P. KESAVAN, Desk Officer

ANNEXURE

IN THE COURT OF SHRI S. M. GOEL,
PRESIDING OFFICER, CENTRAL GOVT.
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT, CHANDIGARH

Ref. No. I.D. No. 189/2001

Sh. Balwant Singh. . . Workman.

Versus

Food Corporation of India. . . Management.

PRESENT :

For the Workman.—None.

For the Management.—None.

AWARD

Dated : 17-1-2002

The Central Govt. Ministry of Labour in exercise of powers conferred on them under Section 10(1)(d) and Sub-section (2-A) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter referred as the Act), vide their letter No. L-22012/222/2000-IR(C-II) dated 25-4-2001 referred the following Industrial dispute to this Tribunal :—

“Whether the action of the management of FCI in terminating the services of Shri Balwant Singh S/o Shri Kaka Singh is legal and justified? If not to what relief, the workman is entitled to?”

2. None appeared on behalf of the workman despite notice. 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 Central Govt. for want of prosecution. Central Govt. be informed.

Dated : 17-1-2002

S. M. GOEL, Presiding Officer

नई दिल्ली, 29 जनवरी, 2002

का.आ. 507.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एफ. सी. आई. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चण्डीगढ़ के पंचाट (संदर्भ संख्या 186/2के1) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-01-2000 को प्राप्त हुआ था।

[सं. एल - 22012/225/2000-आई. आर. (सी.-II)]
एन. पी. केशवन, डेस्क अधिकारी

New Delhi, the 29th January, 2002.

S.O. 507.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 186/2K1) 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 FCI and their workman, which was received by the Central Government on 28-01-2002.

[No. L-22012/225/2000-IR(C-II)]

N. P. KESAVAN, Desk Officer

ANNEXURE

IN THE COURT OF SHRI S. M. GOEL,
PRESIDING OFFICER, CENTRAL GOVT.
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT, CHANDIGARH

Ref. No. I.D. No. 186/2001

Sh. Jarmaize Singh. . . Workman.

Versus

Food Corporation of India. . . Management.

PRESENT :

For the Workman.—None.

For the Management.—None.

AWARD

Dated : 17-1-2002

The Central Govt. Ministry of Labour in exercise of powers conferred on them under Section 10(1)(d) and Sub-section (2-A) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter referred as the Act), vide their letter No. L-22012/225/2000-IR(C-II) dated 25-4-2001 referred the following Industrial dispute to this Tribunal :—

“Whether the action of the management of FCI in terminating the services of Shri Jarmaize Singh S/o Shri Sardarai Singh is legal and justified? If not to what relief, the workman is entitled to?”

2. None appeared on behalf of the workman despite notice. 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 Central

Govt. for want of prosecution. Central Govt. be informed.

Dated 17-1-2002

S. M. GOEL, Presiding Officer

नई दिल्ली, 29 जनवरी, 2002

का.आ. 508.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एफ.सी.आई. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण भ्रम न्यायालय, चण्डीगढ़ के पंचाट (संदर्भ संख्या 183/2के1) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-01-2002 को प्राप्त हुआ था।

[सं.एल.-22012/226/2000-आई.आर. (सी-II)]
एन.पी. केशवन, डेस्क अधिकारी

New Delhi, the 29th January, 2002.

S.O. 508.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 183/2K1) 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 FCI and their workman, which was received by the Central Government on 28-01-2002.

[No. L-22012/226/2000-IR(C-II)]
N. P. KESAVAN, Desk Officer

ANNEXURE

IN THE COURT OF SHRI S. M. GOEL,
PRESIDING OFFICER, CENTRAL GOVT.
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT, CHANDIGARH

Ref No. I.D. No. 185/2001

Shri Ranjit Singh. ... Workman.

Versus

Food Corporation of India. ... Management.

PRESENT :

For the Workman.—None.

For the Management.—None.

AWARD

Dated : 17-1-2002

The Central Govt. Ministry of Labour in exercise of powers conferred on them under section 10(1)(d) and Sub-section 2-A of section 10 of the Industrial Dispute Act, 1947 (hereinafter referred as the Act), vide their letter No. L-22012/226/2000-IR(C-II) dated 25-4-2001 referred the following Industrial dispute to this Tribunal :—

“Whether the action of the management of FCI in terminating the services of Shri Ranjit Singh S/o Shri Sudhagar Singh is legal and justified? If not to what relief, the workman is entitled to ?”

2. None appeared on behalf of the workman despite notice. 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 Central Govt. for want of prosecution. Central Govt. be informed.

Dated : 17-1-2002.

S. M. GOEL, Presiding Officer

नई दिल्ली, 29 जनवरी, 2002

का.आ. 509.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एफ.सी.आई. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण भ्रम न्यायालय चण्डीगढ़ के पंचाट (संदर्भ संख्या 191/2के1) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-1-2002 को प्राप्त हुआ था।

[सं.एल.-22012/227/2000-आई.आर. (सी-II)]
एन.पी. केशवन, डेस्क अधिकारी

New Delhi, the 29th January, 2002

S.O. 509.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 191/2K1) 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 FCI and their workman, which was received by the Central Government on 28-01-2002.

[No. L-22012/227/2000-IR(C-II)]
N. P. KESAVAN, Desk Officer

ANNEXURE

IN THE COURT OF SHRI S. M. GOEL,
PRESIDING OFFICER, CENTRAL GOVT.
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT, CHANDIGARH

Ref. No. I.D. No. 191/2001

Sh. Balwinder Singh. ... Workman.

Versus

Food Corporation of India. ... Management.

PRESENT :

For the Workman.—None.

For the Management.—None.

AWARD

Dated : 17-1-2002

The Central Govt. Ministry of Labour in exercise of powers conferred on them under section 10(1)(d) and Sub-section 2-A of Section 10 of the Industrial Disputes Act, 1947 (hereinafter referred as the Act), vide their letter No. L-22012/229/2000-IR(C-II) dated 25-4-2001 referred the following Industrial dispute to this Tribunal :—

“Whether the action of the management of FCI in terminating the services of Shri Balwinder Singh S/o. Sh. Hardev Singh is legal and justified? If not to what relief the workman is entitled to?”

2. None appeared on behalf of the workman despite notice. 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 Central Govt. for want of prosecution. Central Govt. be informed.

Dated : 17-1-2002.

S. M. GOEL, Presiding Officer

नई दिल्ली, 29 जनवरी, 2002

का.आ. 510.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्वय में, केन्द्रीय सरकार एफ.सी.आई. के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चण्डीगढ़ के

पंचाट (संदर्भ संख्या 190/2के1) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28/1/2002 को प्राप्त हुआ था।

[सं. एल.-22012/229/2000-आई.आर. (सी.-II)]
एन.पी. केशवन, डेस्क अधिकारी

New Delhi, the 29th January, 2002

S.O. 510.—In pursuance of Section -17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 190/2K1) 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 FCI and their workman which was received by the Central Government on 28-01-2002.

[No. L-22012/229/2000-IR(C-II)]
N. P. KESAVAN, Desk Officer

ANNEXURE

IN THE COURT OF SHRI S. M. GOEL,
PRESIDING OFFICER, CENTRAL GOVT.
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT, CHANDIGARH

Ref. No. I.D. No. 190/2001

Sh. Kuljit Singh. ... Workman.

Versus

Food Corporation of India. ... Management.

PRESENT :

For the Workman.—None.

For the Management.—None.

AWARD

Dated : 17-1-2002

The Central Govt. Ministry of Labour in exercise of powers conferred on the under section 10(1)(d) and Sub-Section 2-A of Section 10 of the Industrial Disputes Act, 1947 (hereinafter referred as the Act), vide their letter No. L-22012/229/2000-IR(C-II) dated referred the following Industrial dispute to this Tribunal :—

“Whether the action of the management of FCI in terminating the services of Shri Kuljit Singh S/o Shri Balwant Singh is legal and justified? If not to what relief, the workman is entitled to?”

2. None appeared on behalf of the workman despite notice. 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 Central Govt. for want of prosecution. Central Govt. be informed.

Dated : 17-1-2002.

S. M. GOEL, Presiding Officer

नई दिल्ली, 29 जनवरी, 2002

का.आ. 511.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एफ.सी.आई. के प्रबन्धन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चण्डीगढ़ के पंचाट (संदर्भ संख्या 197/2के1) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28/1/2002 को प्राप्त हुआ था।

[सं.एल.-22012/253/2000-आई.आर. (सी.-II)]
एन.पी. केशवन, डैस्क अधिकारी

New Delhi, the 29th January, 2002

S.O. 511.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 197/2K1) 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 FCI and their workman which was received by the Central Government on 28-01-2002.

[No. L-22012/253/2000-IR(C-II)]
N. P. KESAVAN, Desk Officer

ANNEXURE

IN THE COURT OF SHRI S. M. GOEL,
PRESIDING OFFICER, CENTRAL GOVT.
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT, CHANDIGARH

Ref No. I.D. No. 197/2001

Sh. Gurdeep Singh. . . Workman.

Versus

Food Corporation of India. . . Management.

PRESENT :

For the Workman.—None.

For the Management.—None.

AWARD

Dated : 17-1-2002

The Central Govt. Ministry of Labour in exercise of powers conferred on the under section 10(1)(d) and Sub-section 2-A of Section 10 of the Industrial Disputes Act, 1947 (hereinafter referred as the Act), vide their letter No. L-22012/253/2000-IR(C-II) dated 17-4-2001 referred the following Industrial dispute to this Tribunal :—

“Whether the action of the management of FCI in terminating the services of Gurdeep Singh S/o Sh. Bachan Singh is legal and justified? If not, to what relief the workman is entitled?”

2. None appeared on behalf of the workman despite notice. 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 Central Govt. for want of prosecution. Central Govt. be informed.

Dated : 17-1-2002.

S. M. GOEL, Presiding Officer

नई दिल्ली, 29 जनवरी, 2002

का.आ. 512.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एफ.सी.आई. के प्रबन्धन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चण्डीगढ़ के पंचाट (संदर्भ संख्या 196/2के1) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28/1/2002 को प्राप्त हुआ था।

[सं.एल.-22012/255/2000-आई.आर. (सी.-II)]
एन.पी. केशवन, डैस्क अधिकारी

New Delhi, the 29th January, 2002

S.O. 512.—In pursuance of Section 17 of the Industrial Disputes Act 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 196/2K1) 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 FCI and their workman which was received by the Central Government on 28-01-2002.

[No. L-22012/255/2000-IR(C-II)]
N. P. KESAVAN, Desk Officer

ANNEXURE

IN THE COURT OF SHRI S. M. GOEL,
PRESIDING OFFICER, CENTRAL GOVT.
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT, CHANDIGARH

Ref. No. I.D. No. 196/2001

Sh. Jager Singh. ... Workman.

Versus

Food Corporation of India. ... Management.

PRESENT :

For the Workman.—None.

For the Management.—None.

AWARD

Dated : 17-1-2002

The Central Govt. Ministry of Labour in exercise of powers conferred on the under section 10(1)(d) and Sub-Section 2-A of section 10 of the Industrial Disputes Act 1947 (hereinafter referred as the Act), vide their letter No. L-22012/255/2000-IR(C-II) dated 17-4-2001 referred the following Industrial dispute to this Tribunal :—

“Whether the action of the management of FCI in terminating the services of Shri Jager Singh S/o Sh. Jagtar Singh is legal and justified? If not, to what relief the workman is entitled?”

2. None appeared on behalf of the workman despite notice. 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 Central Govt. for want of prosecution Central Govt. be informed.

Dated : 17-1-2002.

S. M. GOEL, Presiding Officer

नई दिल्ली, 29 जनवरी, 2002

का.आ. 513.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एफ.सी.आई. के प्रबन्धन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चण्डीगढ़ के पंचाट (संदर्भ संख्या 198/2के1) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28/1/2002 को प्राप्त हुआ था।

[सं.एल. 22012/257/2000-आई.आर. (सी.-II)]

एन.पी. केशवन, डेस्क अधिकारी

New Delhi, the 29th January, 2002

S.O. 513.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 198/2K1) 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 FCI and their workman, which was received by the Central Government on 28-01-2002.

[No. L-22012/257/2000-IR(C-II)]

N. P. KESAVAN, Desk Officer

ANNEXURE

IN THE COURT OF SHRI S. M. GOEL, PRESIDING
OFFICER, CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, CHANDIGARH

Ref No. I.D. No.198/2001

Sh. Raj Kumar.

.... Workman

Versus

Food Corporation of India.

.... Management

PRESENT :

For the workman : None.

For the management : None.

AWARD

Dated : 17-1-2002

The Central Government Ministry of Labour in exercise of powers conferred on the under Section 10(1)(d) and Sub-Section 2-A of Section 10 of the Industrial Disputes Act, 1947 (hereinafter referred as the Act), vide their letter No. L-22012/257/2000-IR(C-II) dated 17-4-2001 referred the following Industrial dispute to this Tribunal :—

“Whether the action of the management, FCI in terminating the services of Shri Raj Kumar S/o Sh. Surian Ram is legal and justified? If not, to what relief the workman is entitled?”

2. None appeared on behalf of the workman despite notice. 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 Central Government for want of prosecution. Central Government be informed.

Dated : 17-1-2002.

S. M. GOEL, Presiding Officer

नई दिल्ली, 29 जनवरी, 2002

का.आ. 514.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एफ.सी.आई. के प्रबन्धन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चण्डीगढ़ के पंचाट (संदर्भ संख्या 182/2के1) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28/01/02 को प्राप्त हुआ था।

[सं.एल. 22012/258/2000-आई.आर. (सी.-II)]

एन.पी. केशवन, डेस्क अधिकारी

New Delhi, the 29th January, 2002

S.O. 514.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 182/2K1) 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 FCI and their

workman, which was received by the Central Government on 28-01-2002.

[No. L-22012/258/2000-IR(C-II)]

N. P. KESAVAN, Desk Officer

ANNEXURE

IN THE COURT OF SHRI S. M. GOEL, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHANDIGARH
Ref. No. I.D. No. 182/2001

Sh. Karamjit Singh. Workman

Versus

Food Corporation of India. Workman

PRESENT :

For the workman : None.

For the management : None.

AWARD

Dated : 17-1-2002

The Central Government Ministry of Labour in exercise of powers conferred on the under Section 10(1)(d) and Sub-Section 2-A of Section 10 of the Industrial Disputes Act 1947 (hereinafter referred as the Act), vide their letter No. L-22012/258/2000-IR(C-II) dated 25-4-2001 referred the following Industrial dispute to this Tribunal :—

"Whether the action of the management of FCI in terminating the services of Shri Karamjit Singh S/o Shri Siriya Singh is legal and justified? If not to what relief, the workman is entitled to?"

2. None appeared on behalf of the workman despite notice. 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 Central Government for want of prosecution. Central Government be informed.

S. M. GOEL, Presiding Officer

Dated : 17-1-2002.

नई दिल्ली, 31 जनवरी 2002

का.आ. 515.—औद्योगिक विवाद अधिनियम, 1947 (1947. क्र. 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एम.सी.एल. के प्रबन्धन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण भुवनेश्वर के पंचाट. (संदर्भ संख्या 286/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30/01/2002 को प्राप्त हुआ था।

[सं.एल.-22012/468/98-आई.आर. (सी.-H)]

एन.पी. केशवन, डेस्क अधिकारी

New Delhi, the 31st January, 2002

S.O. 515.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 286/2001) of the Central Government Industrial Tribunal/Labour Court Bhubaneswar as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of MCL and their workman, which was received by the Central Government on 30-1-2002.

[No. L-22012/468/98-IR(C-II)]

N. P. KESAVAN, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BHUBANESWAR

PRESENT :

Shri S.K. Dhal, OSJS, (Sr. Branch),
Presiding Officer, C.G.I.T.-cum-Labour
Court, Bhubaneswar.

Tr. INDUSTRIAL DISPUTE CASE NO. 286/2001
Date of conclusion of hearing—4th January, 2002

Date of Passing Award—22nd January, 2002

BETWEEN

The Management of The Chief General
Manager, Jagannath Area of M.C.L.,

P.O. Dera, Distt. Angul, Orissa. ... 1st party-
Management.

AND

Their Workman, represented through
The General Secretary, Orissa Coal-
Fields Labour Union, At/PO. Talcher,
Distt. Angul, Orissa. ... 2nd Party-Union.

APPEARANCES :

Shri G.B. Mohapatra,
Personnel Manager. ... For the 1st Party-Management.

Shri Nitya Nahak. ... For Himself, 2nd Party-
Workman.

AWARD

The Government of India in the 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 (14 of 1947) have referred the following dispute for adjudication vide their Order No. L-22012/468/98/IR(CM-II), dated 26/28-7-1999 :—

"Whether the action of the Management of M/s. MCL by refusing to determine the age of Shri Nitya Nahak on the basis of Medical Certificate is justified? If not, to what relief is the workman entitled?"

2. The case of the 2nd Party-Workman runs thus :—

In the year 1973 he went to the District of Ranchi. There, he approached the authorities of Central Coal Field Limited (K. D. Colliery) for a job and being directed he submitted application written by another person in English and in the same application the native place and his age were mentioned. In that application his age was mentioned as 18 years in order to get the job. According to the 2nd Party-Workman as per his family horoscope his date of birth is 11-8-1956. After being selected he was appointed as Mazdoor in K.D. Colliery with effect from 5-4-1973 and continued to work there. According to the 2nd Party-Workman he had sound health to perform physical duty, the authority had selected him and he was never asked or advised to produce any certificate or proof in support of his age. The authority only took an average view of the 2nd Party-Workman of his age without basing on any medical examination. Thereafter he was transferred to Telcher Coal Field and subsequently to Deulbera Colliery. He has further pleaded that he being illiterate was putting his thumb impression while working in the State of Bihar and subsequently being transferred to the State of Orissa, after some years he only learnt to sign his name in English language. He is unable to read and write English and Oriya. Due to his ignorance, he was unable to know about his service particulars. The 1st Party-Management taking advantage of his ignorance indicated his date of birth as 6-7-1940 instead of 11-8-1956. When he came to know that, his date of birth was wrong he made representation to the 1st Party-Management but his representation was not considered. He also submitted medical certificate in support of his age, but that was not accepted. Taking his date of birth as 6-7-1940 he

has been made retired which is illegal. So he raised a dispute and after failure of the reconciliation the present reference has been made. According to the 2nd Party-Workman he should have been retired in the year 2016 but he has been asked to retire in the year 2000. So he has prayed to pass award in his favour determining his date of birth as 11-8-1956 and allow him to continue in service up to 2016.

3. The 1st Party-Management has filed Written Statement. Their case is that while entering into service the 2nd Party-Workman declared his date of birth as 6-7-1940 in the year 1973 i.e. on 5-4-1973. All the service records have been maintained wherein his date of birth has been recorded as 6-7-1940. It is pleaded that when the 2nd Party-workman was appointed as Mazdoor in K.D. Colliery his date of birth was recorded in the service sheet as 6-7-1940 and Form-B Register was maintained accordingly. The 2nd Party-Workman had authenticated all his entries including of his service register by putting his signature as well as thumb impression. The date of birth declared by him at the time of initial appointment has been recorded in all records and the same, has been accepted by him. It has been further pleaded that, at the time of appointment at K.D. Colliery on 5-4-1973 his date of birth was recorded as 6-7-1940. At the time of appointment he was asked to submit any certificate authenticating his date of birth. But he did not produce any certificate. He was given chance to specify any objection in the specified column with regard to the entries in his service register. He acknowledged the service excerpts and did not raise any objection regarding his age. There was a decision taken by the Coal India Limited to issue copies of the excerpts with service records in duplicate to the individual employees wherein the employees were urged to retain one copy with them and return the other copy with remarks/objection in regard to the entries made therein within 15 days from the date of receipt of the service excerpts. Accordingly, the 2nd Party-Workman had supplied with the service papers containing the date of appointment, his date of birth and other detail on 4-9-1987 by the Management of Deulbera Colliery. The 2nd Party-Workman returned back the copy of the service papers duly signed by him in English as token of his approval of the correctness of the service particulars and the entries made therein including the date of birth. Thereafter he raised the dispute after 25 years of service, which according to the 1st Party-Management is not maintainable. The medical certificate submitted by the 2nd Party-Workman was not accepted because the medical examination done by the Assistant Professor, Department of FM & T is not the appropriate department for the test. So, they have prayed for answering the reference in favour of the 1st Party-Management.

4. On the above pleadings of the parties the following issues have been settled.

1. Whether the action of the Management of M/s. MCL by refusing to determine the age of Shri Nitya Nahak on the basis of Medical Certificate is justified?

2. If not to what relief the Workman is entitled?

FINDINGS

ISSUE NO. 1

5. Reference has been made to this Tribunal to answer whether the action of the Management of M/s. MCL by refusing to determine the age of the 2nd Party, Shri Nitya Nahak, on the basis of Medical Certificate is justified? The following fact are admitted by both the parties. I am inclined to State those facts, as those are necessary for discussion to answer the reference.

- A. The 2nd Party-Workman did not produce any documents in support of his age when he submitted application and entered into the service under the 1st Party-Management.
- B. That, he remained silent about his age though he had received the service papers indicating his date of birth as 6-7-1940.
- C. That, after 27 years he raised objection that his date of birth was 11-8-1956 as per his family horoscope.

- D. That, he himself was examined by the Asstt. Professor FM & T and submitted his report to the 1st Party-Management for correction of his date of birth.

- E. That, the Management has refused to determine the age of the 2nd Party at a belated stage and has not accepted the horoscope and the medical certificate produced by the 2nd Party-Workman.

Under this back ground now it would be considered whether the refusal of the 1st Party-Management, for determination of age of the 2nd Party-Workman is justified or not?

6. It is submitted on behalf of the 1st Party-Management that the date of birth of a Workman once entered in the service book of the establishment shall be the sole evidence of his age in relation to all matters pertaining to his services including fixation of the date of his retirement from his service of the establishment. All formalities regarding date of birth shall be finalized within three months of the appointment of a Workman. According to the 1st Party-Management in the present case when the 2nd Party-Workman has himself given his date of birth at the time of entering into service and that has been entered in the service record it cannot be changed when the 2nd Party-Workman has raised objection after 22 years. It has been further argued that the Tribunal should not entertain for fixation of date of birth or correction of date of birth of a person who remains silent for year together and raised objection at a belated stage. On the other hand, it is submitted on behalf of the 2nd Party-Workman that he being an illiterate fellow, he did not know the formalities and as he has not been admitted in any school there is no certificate in his possession in proof of his date of birth. According to him the horoscope and the voter list would indicate that, his date of birth is 11-8-56 but not 6-7-1940. No doubt, Form-B Register, which has been exhibited in this case as Ext-A reveals that, the date of birth of the 2nd Party-Workman is 6-7-1940. The 2nd Party-Workman has submitted that his date of birth is 11-8-1956. The case of the 2nd Party-Workman is that he entered into the service under K.D. Colliery on 5-4-1973. This fact has not been disputed by the 1st Party-Management. If the date of birth claimed by the 2nd Party-Workman is accepted as 11-8-1956 then he was 16 years, 7 months and 24 days when he entered into service. If the date of birth as recorded by the 1st Party-Management is accepted as true then the age of the 2nd Party-Workman would be 32 years, 8 months and 29 days. It is submitted on behalf of the 1st Party-Management that a person below the age of 18 years cannot be appointed as Mazdoor as in the case of the 2nd Party-Workman. So in that case his date of birth never be 11-8-1956. According to the Industrial Employment (Standing Order) Central Rule 1946 and as per the Mines Act, 1952 the age of the 2nd Party-Workman can be recorded on production of matriculation and school leaving certificate if available. In absence of such certified copy of the certificate of date of birth as recorded in the Register of Municipality, Local Authority or Panchayat, or Register of Birth and in absence of one, the Workman is required to supply the certificate from the Medical Officer not the below the rank of Assistant Surgeon indicating the probable age of the Workman and if this is not possible an affidavit sworn either by the Workman or his parents or by near relative who is possible to know about the workman's actual or approximate date of birth before the 1st Class Magistrate or Oath Commissioner as evidence in support of his date of birth given by him. In the present case admittedly the workman has not produced any documents at the time he joins in his service. Ext.-C, report of the medical examination under Rule 29(b) which was produced on behalf of the 1st Party-Management to support their stand that, in the year 1996 he was examined and his date of birth was accepted as 6-7-1940 and that has been accepted by the 2nd Party-Workman by putting signature thereon. In this regard it is submitted on behalf of the 2nd Party-Workman that he being an illiterate fellow has signed without knowing the contents. Ext.-D, the service excerpts in which the date of birth of the 2nd Party-Workman has been recorded as 6-7-1940. That has also been contested by the 2nd Party-Workman on some plea taken by him. This was circulated to the 2nd Party-Workman in the year 1987. But the

2nd Party-Workman remained silent and for the first time in the year 1995 he represented the 1st Party-Management to change his date of birth on the ground that, his date of birth was wrongly recorded at the time of entering into service and he was not asked to produce any certificate in support of his age. According to the 2nd Party-Workman when he made such representation, the 1st Party-Management should have examined him by a medical board to determine his exact date of birth without rejecting the same on the ground that he has made representation at the belated stage. While making representation he has submitted a medical certificate being examined himself. The representation was turned down by the 1st Party-Management stating that his case was not fit to be referred to the arbitration/adjudication. Placing reliance in the case of *Union of India—Versus—Ram Saa Sharma*, reported in *LLJ-Vol. II-1996* it has been submitted on behalf of the 1st Party-Management that, this Tribunal can not entertain the claim of the 2nd Party-Workman for correction of date of birth made after 22 years and can not direct to consider for correction of the date of birth. In the reported case, the Workman has joined in the service on 16-12-1962 and after 25 years he woke up and he claimed that his correct date of birth is 2-1-1939, not 16-12-1934. His prayer was accepted by the Tribunal, but that was set aside by the Honble Apex Court making the observation that, the claim for correction of the date of birth made after 25 years is not sustainable and the Tribunal can not entertain such belated claim and direct the Government to consider for the correction of date of birth. According to the 1st Party-Management the 2nd Party-Workman joined in the service in the year 1973. In the year 1987 the copy of the service sheet was given to him wherein his date of birth was shown as 6-7-1940. He accepted the same and only in the year 1995 i.e. after 22 years he made a representation with a prayer to correct his date of birth on the ground that the date of birth recorded in the service record is not correct. So according to the 1st Party-Management this Tribunal can not pass any order for correction of date of birth made at a belated stage.

7. During course of argument the 2nd Party-Workman who was conducted his case in person has prayed the Tribunal to assess his age in the open court submitting that, the Tribunal/Court is an expert of experts. I agree with this submission made on behalf of the 2nd Party-Workman that, the Tribunal/Court is the expert of the experts but when other devices are available, the Court/Tribunal should not venture to take responsibility or risk for assessing the age. When he has entered into service and the date of birth given by him personally would not have been accepted then he could not have got the job because he was below 18 years. A person below 18 years of age can not be appointed to work in a Mine so it appears that, to get a job he had not raised any objection when the date of birth was recorded as 6-7-1940 and thereafter he has come forward to make representation that, actually his date of birth was 11-8-1956 but not 6-7-1949. No records are available before this Tribunal about the recording of the date of birth of the 2nd Party-Workman at the time of his appointment. The service sheet (Ext-B), which has been filed on behalf of the 1st Party-Management, reveals that, the date of birth of the 2nd Party-Workman was about 35 years as on 6-7-1975. This was taken considering his date of birth as 6-7-1940. From the Ext-A, it reveals that, the date of birth of the 2nd Party-Workman as recorded as 6-7-1940. This Ext-A does not reveal how the date of birth of the 2nd Party-Workman was calculated to be 6-7-1940 when no documents were produced before the authority. The observations made by the medical Officer of the 1st Party-Management in the year 1986 appears to be based on the recording of the date of birth in Ext-A. No documents are available before the Tribunal that, the 2nd Party-Workman was examined by any of the Doctor of the 1st Party-Management on the date of his appointment to know his age. If the date of birth as recorded by the 1st Party-Management is accepted then the age of the 2nd Party-Workman would be 32 years, which also does not appears to be probable. No doubt the Tribunal or Courts is not required to entertain the claim of a worker for correction of his date of birth if made at a belated stage. But in this case, the facts are different. Admittedly, the 2nd Party-Workman is an illiterate and he was not produced any documents in support of his date of birth when he has entered into service. The 1st Party-Management also has not produced any documents to satisfy the Tribunal on what basis the date of birth of the 2nd Party-Workman was recorded

as 6-7-1940 when he entered into service in the year 1973. Admittedly no document was submitted by the 2nd Party-Workman in support of his age. So when the 2nd Party-Workman represented the 1st Party-Management, the 1st Party-Management should have conducted a medical board to determine the exact date of the 2nd Party-Workman without accepting the documents filed by the 2nd Party-Workman. But that has not been done. So, in my opinion, injustice has been caused to the Workman, like the 2nd Party, by refusing his prayer for determination of his age before his retirement. In the other words in my opinion this Tribunal is of the opinion that, the action of the 1st Party-Management by refusing to determine the age of the 2nd Party-Workman, Shri Nitya Nahak is not justified.

ISSUE NO. II

8. As per my above findings in respect of Issue No. 1, the 1st Party-Management is directed to conduct a medical board, in which one of the member should be an outsider not below the rank of C.D.M.O. of a District to determine the age of the 2nd Party-Workman. If the age, recorded by the 1st Party-Management, is accepted by the Medical board as true then the 2nd Party-Workman would not be entitled to get any relief. But if the medical board finds that, the date of birth claimed by the 2nd Party is correct then the 2nd Party-Workman is entitled for reinstatement from the date of his retirement till he attains the age of superannuation with full back wages.

9. Reference is answered accordingly.

S. K. DHAL, Presiding Officer

नई दिल्ली, 18 जनवरी, 2002

का.आ. 516.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मन्सार केरियर्स एन्स. सर्विसमें, कं. प्रा. लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण धनबाद-II के पंचाट (संदर्भ संख्या 106/1996) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-1-02 को प्राप्त हुआ था।

[सं. एल-20012/142/94-आई. आर. (सी.-1)]

एस. एस. गुप्ता, अवसर सचिव

New Delhi, the 18th January, 2002

S.O. 516.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 106/1996) of the Central Government Industrial Tribunal No. II, Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Mansar Carriers, Ex-Serviceman Co. (P) Ltd. and their workman, which was received by the Central Government on 16-1-2002.

[No. L-20012/142/94-IR(C-I)]

S. S. GUPTA, Under Secy.

ANNEXURE
BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL (NO. 2) AT
DHANBAD

PRESENT :

Shri B. Biswas, Presiding Officer.

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act, 1947.

Reference No. 106 of 1996

PARTIES :

Employers in relation to the management of
M/s. Mansar Carriers, Ex-Servicemen Co.
(P) Ltd. Contractor, Camp : Piparwar
P.O. Bachra, Distt. Hazaribagh and their
workmen.

APPEARANCES :

On behalf of the Workmen.—None.

On behalf of the Employers.—None.

STATE : Jharkhand. **INDUSTRY :** Coal.

Dated, Dhanbad, the 3rd January, 2002

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I. D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012(142)/94-IR(Coal-I), dated, the 19th September, 1996.

SCHEDULE

“Whether the action of the management of M/s. Mansar Carriers, Ex-Service men Co. (P) Ltd., Contractor Camp : Piparwar at Piparwar, P.O. Bachra, Distt. Hazaribagh is justified in terminating the services of their workmen S/Shri Mahesh Singh, Driver, K. S. John Driver, Arun Singh, Driver, B. K. Dubey, Driver, Jung Bahadur Ram Pay Loader Operator, Brij Mohan Pandey, Driver, Prabhu Singh, Khalasi, Birendra Singh Khalasi and Sudarsan Kr. Mistry, welder w.e.f. 22-8-93, 12-8-93, 14-7-93, 31-8-93, 28-2-93, 30-9-93, 31-7-93, 12-8-93 and 31-8-93 respectively? If not, to what relief are these workmen entitled?”

2. Soon after the receipt of the order of reference notices were duly served upon the parties. But neither of the parties turned up before this Tribunal nor took any steps. Thereafter several notices were issued to the parties. But inspite of the issuance of notices to them the parties did not consider necessary to appear before this Tribunal and to take steps in the instant reference. It reveals from the record that the instant reference is pending since later part of 1996 and it is of no use to drag the same any more.

Under such circumstances, a 'No dispute' Award is rendered and the reference is disposed of on the basis of 'No dispute' Award presuming non-existence of any industrial dispute between the parties presently.

B. BISWAS, Presiding Officer.

नई दिल्ली, 18 जनवरी, 2002

का.आ.517 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुद्वरण में, केन्द्रीय सरकार बी. सी. सी. एल. के प्रबंधन के संवद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं., 1 धनबाद के पंचाट (संदर्भ संख्या 71/92) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-1-002 को प्राप्त हुआ था।

[सं. एल-20012/217/91-आई.आर. (सी-1)]

एस. एस. गुप्ता, अवसर सचिव

New Delhi, the 18th January, 2002

S.O. 517.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 71/92) of the Central Government Industrial Tribunal No. I, Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of BCCL and their workman, which was received by the Central Government on 16-1-2002.

[No. L-20012/217/91-IR(C-I)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. I, DHANBAD

In the matter of a reference under Section 10(1)(d) (2A) of the Industrial Disputes Act, 1947

Reference No. 71 of 1992

Dated, the 7th January, 2002

AWARD**PARTIES :**

Employers in relation to the management of
Bhagaband Colliery of M/s. B.C.C. Ltd.

AND

Their Workmen.

PRESENT :

Shri S. H. Kazmi, Presiding Officer.

APPEARANCES :

For the Employers : Shri H. Nath, Advocate.

For the Workmen : Shri S. Bose, Treasurer,
Rashtriya Colliery Mazdoor Sangh.

STATE : Jharkhand. **INDUSTRY :** Coal.

AWARD

By Order No. L-20012(217)/91-I.R. (Coal-I) dated 3-8-1992 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

“Whether the demand of Rashtriya Colliery Mazdoor Sangh for regularisation of S/Shri Tarini Mahato and 20 other following workmen on the roll of Bhagaband Colliery of M/s. BCCL is justified? If so, to what relief the workmen are entitled?”

1. Tarni Mahato.
2. Subhash Pandey.
3. Santa Prasad.
4. Mehar Chand Gope.
5. Lalan Pandey.
6. Sribhagawan.
7. Indradeo Singh.
8. Basdeo Rawani.
9. Tuleswar Mistry.
10. Arjun Thakur.
11. Gulu Gope.
12. Hari Kusum.
13. Rajendra Tiwari.
14. Kamta Prasad.
15. Upendra.
16. Jagendar.
17. Harilal.
18. Subedar.
19. Uma Shankar.
20. Srikant.
21. Guljar Singh.

2. Precisely, the case of the sponsoring union is that all the 21 concerned workmen are the workmen under the management regularly working since 1987 in their Bhagabandh Colliery as Tyndals against permanent post and they have worked all along under the direct instructions, supervision and control of the management. Further, it has been said that during the course of their employment, the concerned workmen were regularly engaged to work as Tyndals with respect to heavy store materials and colliery equipments of various descriptions including pipes, pumps, coal tubs, transformers etc. It has also been said that although the concerned workmen were shown to be working under a contractor but in fact the so-called contractors were set up persons of the management and the concerned workmen were not only directly allotted the work but the management also inspected the places of work, kept attendance, supervised and assessed the work done by them and the hours of work in respect of the concerned workmen were regulated just in the same manner as those of the regular workers and they enjoyed the same facilities. Thus,

it has been said, that their existed the ultimate relationship of master and servant between the management and the concerned workmen. Further, the case is that the job done by the Tyndals in a colliery are of permanent and perennial nature and its duration is neither short nor seasonal or intermittent. All the concerned workmen however, as per the case, having worked for more than 240/190 days in a calendar year are entitled to be regularised in their respective jobs. It has been said that there is sufficient scope to employ considerable number of whole time workmen in as much as the management has still being employing fresh labourers to do the jobs that were being done by the concerned workmen. It is said that in accordance with the terms laid down in N.C.W.A. III and IV the management cannot employ contract labour in the jobs or Tyndals which is of a permanent and perennial nature and that too in dire disregard and utter violation of the provisions of Contract Labour (Regulation and Abolition) Act. It has also been said that the concerned workmen represented and approached the management for several times for their regularisation but to no effect and ultimately finding no other alternative the industrial dispute before the A.L.C. (C), Dhanbad, was raised by them through the sponsoring union. Before the A.L.C. (C) conciliation proceeding ended in failure and finally the dispute was referred to the Tribunal by the appropriate Government for adjudication.

3. The management, on the other hand, has come out with the case that the concerned workmen were never employed as Tyndals or in any other capacity by the management of M/s. B.C.C. Ltd. and as such there is no relationship of employer and employee between the management and the concerned workmen. Further, it has been said that Bhagabandh Colliery has sufficient number of tyndels and therefore the question of employing other tyndels does not arise at all and since the concerned workmen never worked under the management there is no question of their completing 240/190 days attendance. It has also been said that even if assuming though not admitting that due to sudden emergent work contractors were appointed to save the plant and machineries such temporary nature of jobs given by the contractor to the workers employed by him in the mine does not make contractor workers to be regularised/departmentalised and further whenever contractors are appointed to perform any job the said contractors employ their own men for completing the jobs given in the work order and in such cases there is no employer-employee relationship between the management of BCCL and the contractor workers and the jobs of the concerned workmen are automatically finished by the completion of the work by the contractors and as such they cannot claim continuous employment. It has also been said that in BCCL being a Government of India Undertaking their is appointment procedure prescribed for every appointment and also while making appointment the management is required to follow the guidelines regarding reservation of post of SC/ST candidates. Further, if the job is not there the question of taking on the roll of contractor's workmen cannot arise. Further the case is that the concerned workmen were never employed through a contractor for doing any permanent nature of job and as such, the question

of supervision by the management does not arise and the concerned workmen in view of such position cannot be said to be entitled for regularisation or for any relief whatsoever.

4. From the stands taken by the respective sides it becomes clear that the moot question involved is whether the concerned workmen ever worked as Tyndels in Bhagabandh colliery of the management and whether in that capacity they worked continuously or for a period of more than 240/190 days in one calendar year.

5. Both sides have adduced oral as well documentary evidence which would be taken note of while making discussions hereinafter.

6. Out of two witnesses examined on behalf of the workmen WW-1 is one Gopal Prasad Gupta who claims himself to be an employee of the concerned establishment working as Attendance Clerk-cum-Time Keeper. As regards the concerned workmen he has said that he had marked their attendance since the year 1987 and they were working as Tyndels. In course of his evidence he has proved and identified certain documents also produced from the side of the workmen. He has proved one overtime slip which contains the name of six concerned workmen only, marked Ext. W-1. Further he has proved and identified the signature of few officials of the management upon few work engagement slips which have been marked as Exts. W-2 to W-2/14. He has also proved one letter sent by Foreman Incharge to the Supdt. Engineer, Bhagaband Colliery in regard to sending 24 length pipe as per order and the same is said to have contained the L.T.C. of one of the concerned workmen also. It is thus obvious that this witness is an important witness from the side of the workmen in the sense that not only he has come forward to support the claim of the concerned workmen, rather he has proved and identified all those documents produced on behalf of the concerned workmen. Having gone through his entire statement it appears that at one place he has said that he had marked the attendance of the concerned workmen since 1987 and thereafter at another place he has said that in that register the attendance of only permanent employees was marked. Nowhere in his evidence he has said, and understandably so, as it is not even the case of the concerned workmen that they were the permanent employees of the management. In course of his cross-examination also he has said that only permanent employees or the employees permitted by senior officials are allowed to go underground and has also said that the concerned workmen have not got no any appointment letter from M/s. BCCL. He has expressed his ignorance as regards the presence of any contractor, named Sujit Modak working in the concerned colliery. However, he has stated that in all the documents (Ext. W-2 series) the name of Sujit Modak has been written at the Head, followed by the names of the workers. He has denied the concerned workmen being the employees of the contractor, Sujit Modak. According to him, he is Asstt. Secretary of the sponsoring union in the colliery and also the Area Vice-President of the sponsoring union. At another place he has said that for deposing before the Tribunal he has not obtained permission from the management.

WW-2 is none other than one of the concerned workmen, named Santa Prasad. Apart from making few statements as regards their working and discharging the duties of Tyndels in the colliery, he has accepted that Sujit Modak was a contractor employed by the company whom he knew and it was he who had supplied them to the company and thereafter they were employed to work by the company. He has also said that he and other concerned workmen were paid their wages through colliery office and their work was supervised by the officials of the management. In his cross-examination he has accepted that he worked under Sujit Modak who used to take work from them and upon the question being asked as regards the payment of wages he has replied that sometimes he and others were paid by the company's office and sometimes by Sujit Modak. These statements made by this witness are quite inconsistent with the statement made in the written statement as noticed above. In the written statement it stands not stated anywhere that the concerned workmen were supplied, engaged or worked through a contractor named Sujit Modak and were paid wages also by him sometimes or it was he who used to take work from them. The clear case made out therein was that they all were directly engaged by the management, were paid wages directly and also they all worked under the direct supervision of the management. It is further relevant to be noticed here the documents which have been marked as Ext. W-2 series which are said to be the work slips produced from the side of the workmen. In all of them at the top the name of the said contractor, Sujit Modak is mentioned and further in some of those slips only the names of 5 or 6 concerned workmen, in some 14 to 15 and in some of those slips the names of 9 or 10 of the concerned workmen are mentioned and those slips are for a particular day and in most of them the names of the concerned workmen are not repeatedly mentioned for several days work. It cannot be lost sight of that herein the claim of the concerned workmen is that they all worked continuously for more than 240 or 190 days in a calendar year and as such they should be regularised on the posts of tyndels and particularly Ext. W-2 series are the documents over which the reliance has been placed for the said purpose. But as it is obvious from the above and upon the scrutiny of those documents even if they are taken to be authentic despite being produced from the side of the concerned workmen, the continued engagement of the concerned workmen for a period more than 240/190 days does not appear, rather they suggest their irregular or intermittent engagement through a contractor for the work assigned in the concerned colliery. Considering the nature of the aforesaid document (Ext. W-2 series) it appears that a specific question was being asked from the said witness (WW-2) to the effect that the slips filed by the union show that on a particular day name of only particular number of the concerned workmen out of 21 are mentioned, so does it not mean that on no-particular day all the 21 concerned workmen were given work. In reply to this question the said witness answered that if on a day the company required work from, say, 15 workmen it gave slips in the name of those 15, which 15 did the work. Similarly the next time a particular number of workmen were given slips who used to work. He has further replied that those not mentioned in the

slip did not work. But the slips were issued in the name of only these concerned 21 workmen. He has said that it is not a fact that as per the filed slips, those were issued for only a particular day and that those were operable for not more than one day. Thus, from these statements it is apparent that the said witness being one of the concerned workmen has accepted the position which emerges out of those slips and though he has denied the fact but it is apparent from those slips that those were issued for only a particular shift on a particular day and those were meant for not more than one day.

Therefore, considering the oral testimonies of the witnesses as well as aforesaid documents produced it is not possible to come to the conclusion that, in fact, the concerned workmen worked continuously right from the year 1987 or for a period more than 240 or 190 days in one calendar year and further there is nothing on the basis of which it can be inferred that these workmen worked under the direct control and supervision of the management. However, though in the written statement of the sponsoring union the fact as regards the presence of any contractor or the engagement of the concerned workmen through the said contractor have been conveniently suppressed which later emerged and came to light in the oral testimony of the aforesaid witness (WW-2) and further although the management in its written statement has denied the engagement of the concerned workmen at all in any work whatsoever by the management, but from the aforesaid documents (Ext. W-2 series) at least it becomes clear that the concerned workmen even if not regularly and even if not for any definite nature of work, but they all worked in the colliery through a contractor named Surjit Modak. Since the authenticity and genuineness of those documents are not under challenge as not even suggestion has been made to the workmen's witness that those documents are either manufactured or forged etc. or the same do not contain signatures of few officials of the management, those documents cannot be viewed with suspicion or rather required to be discarded altogether.

7. Now, the second aspect very much connected with the issue involved is whether the concerned workmen ever worked as Tyndals which is being considered as a work of permanent and perennial nature. In this regard as far as the witnesses on behalf of the workmen are concerned they have simply said that the concerned workmen used to work as tyndels and they have nowhere given the details as to what nature of work they used to perform and were doing what during the period of their engagement. In the written statement, however, it has been mentioned that the concerned workmen used to be assigned work with respect to heavy stores materials and colliery equipments of various descriptions including pipes, pumps, coal tubes, transformers etc. Apart from these, Exts. W-1 and W-3 are the two documents filed to show the nature of work being performed by the concerned workmen. Both these documents have been produced by the sponsoring union itself. Ext. W-1 is overtime slip which mention the name of six of the concerned workmen only and that is with respect to unloading rails at Kandwadih on a particular day. Ext. W-3 is a letter of Overman Incharge addressed to Supdt.

Engineer, Bhagaband as regards handing over of total 24 length pipe as per the order and same is said to have contained the L.T.I. of Tarini Mahato, one of the concerned workmen and the said letter is dated 19-2-90. Even if it is taken for the time being that despite being produced from the side of the workmen this can be taken to be genuine, but I am afraid from these two documents it cannot be conclusively gathered that the concerned workmen discharged the work of tyndels although their engagement in the concerned colliery. At the highest in view of Ext. W-1 it can be said that on a particular day only six of the concerned workmen were asked to carry out the job of tyndal. In any view of the matter as it has already been found above that it stands not established that the concerned workmen worked for a period of more than 240/190 days in a calendar year, even if it is held that the concerned workmen performed the work of tyndels that is not going to make any difference and no relief as such can be extended to the concerned workmen.

8. So far as the materials produced from the side of the management are concerned besides few contractor's bills which have been marked as Exts. M-2 to M-2/3, one document showing yearwise strength of tyndels by Bhagaband area from the years 1987 to 1991 has been produced which is marked Ext. M-1. This document particularly has been filed to show that the strength of tyndels has been sufficient to the requirement of the management and thus there is no need of employment of any more regular tyndel or casual or temporary engagement of tyndels. The two witnesses have also been examined who are the Engineer and Asstt. Manager respectively working in the concerned colliery of the management. They both have supported the case of the management and have denied continuous or regular working of the concerned workmen in the concerned colliery as tyndels. They do not seem to have stated anything in course of their cross-examination which could in any way discredit their earlier statements made.

9. By now it stands well settled particularly in view of recent decision of the Hon'ble Supreme Court in SAIL's case reported in 2001 Supreme Court Cases (L&S) 1121 (Steel Authority of India Ltd. & others VS. National Union Waterfront Workers & others) that there cannot be any concept of automatic absorption in case of the contract labour, rather in order to get any relief it has got to be established before adjudicating authority that the engagement of a contractor was a mere camouflage in order to frustrate the interest of the workmen concerned and to derive undue benefit. It is also to be satisfied that despite existence of any contractor or engagement of the workmen through a contractor for all practical purpose the workmen remained under the direct control and supervision of the employer and were paid the wages and were extended the facilities directly by the management. In the instant case firstly the sponsoring union initially was reluctant to admit the fact as regards the presence of a contractor or the engagement of the concerned workmen through a contractor and secondly during the entire proceeding nothing cogent has been put forward to demonstrate that the engagement of the concerned workmen through a contractor was a mere camouflage to deny legitimate right of the concerned workmen.

10. In view of all the aforesaid observations, considerations and discussions based on the materials on record, I come to the irresistible conclusion that the claim of the sponsoring union as regards regularisation of the concerned workmen in the concerned colliery of M/s. B.C.C. Ltd. is not justified and consequently the concerned workmen are not entitled to any relief whatsoever.

11. The award is thus rendered as hereunder :—
The demand of Rashtriya Colliery Mazdoor Sangh for regularisation of Tarni Mahato and 20 other workmen on the roll of Bhāgaband Colliery of M/s. B.C.C. Ltd. is not justified and the concerned workmen are not entitled for any relief.

However, there would be no order as to costs.

S. H. KAZMI, Presiding Officer

नई दिल्ली, 18 जनवरी, 2002

को.ग्रा. 518:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार औयल एवं नेचुरल गैस को. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कोलकाता के पंचाट (संदर्भ संख्या 35/1996) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-1-2002 को प्राप्त हुआ था।

[सं. एल-20040/10/94-आई.ग्रार. (सी-I)]

एस.एस. गुप्ता, अवर सचिव

New Delhi, the 18th January, 2002

S.O. 518.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 35/96) of the Central Government Industrial Tribunal, Kolkata as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Oil & Natural Gas Co. and their workman, which was received by the Central Government on 16-1-2002.

[No. L-20040/10/94-IR(C-I)]

S. S. GUPTA, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA

Reference No. 35 of 1996

PARTIES:

Employers in relation to the management of Oil & Natural Gas Corporation.

AND

Their Workmen.

PRESENT:

Mr. Justice Bharat Prasad Sharma, Presiding Officer

APPEARANCE:

On behalf of Management: Mr. A. K. Poddar, Additional Legal Adviser.

On behalf of Workmen: Mr. R. N. Bhattacharjee, President of the Union.

STATE: West Bengal INDUSTRY: Oil & Natural Gas

362 GI/2002—28

AWARD

By Order No. L-20040/10/94-IR(Coal-I) dated 21st November, 1996 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 demand of the ONGC Employees Association that the workmen are discriminated by the management in reimbursement of cost of uniform, stitching charges, washing allowances and canteen subsidy is justified? If so, to what relief are the concerned workmen entitled?”

2. The present reference arises out of the dispute raised by the O.N.G.C. Employees Association, hereinafter to be referred as the Union, regarding discrimination in the payment of the uniform, stitching charges, washing allowance and canteen subsidy to the unionised employees vis-a-vis the officers of the Corporation. It is stated in the written statement of the union that the management of O.N.G.C. discriminated the workmen in the matter of reimbursement of the cost of uniforms etc. giving rise to the industrial dispute. It is stated that on or about 05-12-1987 the Corporation issued a circular No. 84 of 1987 bearing No. MAT/PMC/13/109/1/87 by which it was decided that the colour, quality, quantity and frequency of issue etc. of the items of the uniforms of the officers shall be same as for the employees of the unionised categories. Subsequently, stitching charges as mentioned in the circular dated 05-12-1987 circulated on 07-12-1987 were enhanced and the said stitching charges were further modified by order dated 29-08-1987 by an office order. It is further stated that washing allowance of the same quality and quantity of uniforms were also same for the workmen and the officers which were revised at Rs. 30 per month. It is also further stated that canteen subsidy or reimbursement of lunch etc. was also the same and similar for the both categories of employees at Rs. 8 per day vide circular dated 14-06-1984 and dated 31-01-1985. This canteen subsidy or lunch allowance was revised through a circular dated 16-01-1992 following the office memorandum dated 07-01-1992 at Rs. 15 per day for the both categories of employees and the same was also effected. So, it is stated on behalf of the union that uniform with quality and quantity and frequency were the same for the both categories of employees and similar stitching charges were also admissible. Same was the case in the matter of washing allowance and also the canteen subsidy remained the same and similar for both categories of employees. It is further stated that the management by an office order dated 27-10-1993 made an attempt to discriminate between the workmen and the officers by way of introducing payment of lumpsum amount for the officers as against uniforms, stitching charges, washing allowance and canteen subsidy. It is stated that this naked discrimination gave rise to discontent and compelled the union to take the issue through legal measure in conciliation under the Industrial Dispute Act. The conciliation proceedings were taken up by the Assistant Labour Commissioner (Central) and the management did not co-operate and therefore it failed. Thereafter, another dispute was also raised, but the management simply avoided to participate in it saying that a similar dispute had earlier ended in failure. It is, therefore, alleged that the management has discriminated between the two categories of employees aforesaid and has caused loss to the unionised employees in this process, which is improper and illegal. It has further been stated that so far as the amount in lumpsum to be paid to the officers in this regard has been ordered to be deposited in their C.P.F. entitling them to get benefit in the payment of Income-tax also and therefore the entire action of the management is prejudicial to the interest of the unionised employees and therefore it should be declared to be illegal and improper.

3. A written statement has also been filed on behalf of the management. In the first place it has been stated on behalf of the management that the reference is not maintainable since the union under reference has got no locus-standi or representative character to espouse the cause of the grievance of the workmen and the reference is also bad on account of the fact that proper dispute has not been raised with the management by the union and it is also not maintainable because it is not covered by the Schedules II or III of the Industrial Disputes Act. However, it has been further stated on behalf of the management that the allegation made by the union is totally misconceived and without any basis and

foundation. It is denied that the management of the ONGC discriminated the workmen in the matter of reimbursement of the cost of uniform, stitching charges, washing allowance and canteen subsidy, as alleged and there is no scope to raise such an industrial dispute. It has also been further stated that so far as the statements in several paragraphs of the union are concerned, these are matters of record and considering the entire circumstances there is hardly any scope to allege discrimination between the officers and the workmen of the Corporation in reimbursement of cost of uniforms, stitching charges, washing allowance and canteen subsidy. It is stated that whereas the workmen get these benefits directly, the officers are not being paid directly and the amount to their credit are adjustable to their Contributory Provident Fund. So, it is stated that there is no basis to contend the fixation of entitlement in the matter of cost of uniforms, stitching charges, washing allowance and canteen subsidy for the officers and the workmen as a matter of discrimination. It is stated that the enhancement of the rate as to the uniforms, stitching charges, washing allowance and canteen subsidy for the officers is in no way linked with the rate prevailing in the Corporation for the workmen. Therefore, the allegation of discrimination is misconceived and unfounded. It is also stated that it is incorrect to say that the first dispute raised before the A.L.C. failed because of the non-cooperation on the part of the management and actually the A.L.C. was apprised of the facts and circumstances, but the conciliation could not be arrived at and on the same ground the second dispute has been raised. It has been denied that there has been any conspiracy on the part of the management to cause discrimination between the workmen and the officers, as alleged and it is stated that the workmen are being paid at the rate fixed by the Corporation revised from time to time on the basis of the agreement between the management and the employees' union.

4. So far as the evidence is concerned, the union has examined one witness, namely, Ashutosh Dey Sarkar who happens to be a Store Keeper at the Main Office of the O.N.G.C. at 15, Chowringhee Road, Kolkata. He has stated that the provision for uniform allowance was the same for the officers and the workmen vide circular dated 05-12-1987, which has been marked Ext. W-1. It is also stated that the colour, quality, quantity and frequency of the items of the uniform were the same for the both categories of employees. He also further stated that by an order dated 07-12-1987, Ext. W-2, and another order dated 29th August, marked Ext. W-2(a), similar rate of reimbursement at enhanced rate were prescribed for both the categories of employees. He further stated that by an office order dated 27-10-1993 the officers were provided monetary allowance of uniform, stitching and canteen subsidy as mentioned in the circular, which is marked Ext. W-4. In the meanwhile there was a circular issued on 16-01-1992 also, which is marked Ext. W-3. According to the latest circular Ext. W-4, the money value of uniform etc. are required to be deposited in the P.F. Account of the officers and this way the officers are also to get the benefit of Income Tax and earning interest also. Therefore, it has been stated by him that the employees of workmen category have been discriminated against by the management by this order. It is also stated that whereas officers are getting money value of better quality of uniform and higher canteen subsidy, the workmen are not being similarly paid and they are required to produce receipts for reimbursement of the amount to which they are entitled. However, in his cross-examination, the witness has admitted that the payments aforesaid being made on the basis of a memorandum of settlement effective from 01-01-1992 and the memorandum of settlement has also been admitted by him and marked Ext. M-1. It is thus obvious that the documents on behalf of the parties are practically admitted. However, the management did not examine any witness in this case.

5. Both the parties filed their written arguments and also made some oral submissions. On the one hand it has been emphasised on the part of the workmen that because originally in the matter of payment of uniform allowance and other associated benefits, including canteen subsidy, both the categories of employees i.e., officer category as well as the unionised employee category were treated at par with each other. But, subsequently, by the circular dated 27-10-1983, Ext. W-4, the discrimination has been made between the two categories and therefore it is unfair, improper and invalid and it should be struck down. On the other hand, it has been submitted on behalf of the management that actually there is no case for the workmen to challenge the order

regarding the payment of uniform allowance and subsidiary allowances, because so far as the workmen are concerned, there is no curtailment in their facilities in this regard and payments are being made on the basis of the settlement Ext. M-1, revised from time to time vide Exts. W-2 and W-3. However, it is stated that so far as the officers are concerned, an order was issued on 27th October, 1993, Ext. W-4 by which officers who did not opt for Self Contributory Post Retirement and Death in Service Benefit Scheme, a different rate was provided for payment in lump sum and because these category of officers opted for depositing part of these benefit to C.P.F., the same was allowed by the Corporation. It is stated that it cannot be treated as a case of discrimination when same arrangement has been made by the employees of superior category for special reason as mentioned in Ext. W-4. Merely because some special provision has been made for the category of officers the workman cannot have a grievance of discrimination and moreover, the rates have been accepted by the majority of unions and employees are receiving the same without any grievance or objection and the present dispute has been raised only by an unrecognised and insignificant union. Therefore, it has been submitted on behalf of the management that in view of the observations made in the cases of Workmen of Motor Industries Co. Ltd. v. Management of Motor Industries Co. Ltd. & Anr., AIR 1969 SC 1280, M/s. Tata Engineering & Locomotive Co. Ltd. v. Their workmen, AIR 1981 SC 2163 and Herbertsons Ltd. v. Workmen of Herbertsons Ltd. & Ors., AIR 1977 SC 322 such disputes cannot be raised by the union of workers not having a representative character when the association of unions or the major unions have accepted it.

6. It is obvious that the provisions as per Ext. W-4 have been made on special ground considering the position of the officers not opting for P.R.B.S. and it has not reduced the facilities of the other workmen. It has been submitted that such kind of plea of discrimination is raised on the basis of Article 14 of the Constitution of India, but the question of discrimination arises in the case of equals or similarly situated persons and not between unequals. It has been rightly submitted that there is difference between the situation of an officer not covered by P.R.B.S. and the ordinary employees, and therefore, such a grievance cannot be raised, because, of course, workmen get some other allowances according to their assigned duties also, which the officers do not get and the employees cannot claim the same pay scale as that of the officers. It is, therefore, submitted that the dispute raised by the present union is not fit to be entertained and there is no question of discrimination involved in it. So far as the grievance of the union regarding deposit of the amount of payment to the officers in the C.P.F. and the consequent benefit in the matter of payment of Income Tax is concerned, the deposit in C.P.F. is a voluntary scheme and any employee can opt for it and so far as rebate in the payment of Income Tax is concerned, it is also limited and not unlimited, because deductions are made only to the extent of a particular amount of deposits of an employee as per the Finance Act. Such considerations are outside the scope of consideration by the Tribunal.

7. I quite agree with the contentions raised on behalf of the management and I do not find any reason to hold that the action of the management of O.N.G.C. in the present case has been discriminatory against the employees of unionised category as contended. The reference, therefore, is answered in the affirmative and decided accordingly. There is no scope for interference.

Award accordingly.

B. P. SHARMA, Presiding Officer

Dated, Kolkata,

The 7th January, 2002.

नई दिल्ली, 21 जनवरी, 2002

का.आ. 519:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार जनरल मैनेजर, टेलीकॉम के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक

विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चेन्नई के पंचाट (संदर्भ संख्या 711/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-1-2002 को प्राप्त हुआ था।

[सं. एल-40012/132/99-आई.आर. (डी.यू.)]
कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 21st January, 2002

S.O. 519.—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-cum-Labour Court, Chennai as shown in the Annexure in the industrial dispute between the employers in relation to the The General Manager, Telecommunications, and their workmen, received by the Central Government on 21-01-2002.

[No. L-40012/132/1999-IR(DU)]
KULDIP RAI VERMA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

*Friday, the 28th December, 2001

PRESENT :

K. KARTHIKEYAN, Presiding Officer

INDUSTRIAL DISPUTE NO. 711/2001
(Tamil Nadu Principal Labour Court CGID
No. 361/99)

(In the matter of the dispute for adjudication under clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Workman Sri G. Moorthy and the General Manager, Telecommunications, Chengalpattu.)

BETWEEN

Sri G. Moorthy. . . I Party/Workman

AND

The General Manager, . . II Party/
Management

Telecommunications,
Chengalpattu SSA,
Kancheepuram Dist.,
Chennai.

APPEARANCE :

For the Workman.—Unrepresented.

For the Management.—Sri K. Sambasivam, Addl. CGSC.

The Govt. 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 Industrial Dispute Act, 1947 (14 of 1947), have referred the concerned Industrial Dispute for adjudication vide Order No. L-40012/132/99-IR(DU) dated 29-09-1999.

This reference has been made earlier to the Tamil Nadu Principal Labour Court, Chennai, where it was taken on file as CGID. No. 361/99. When the matter was pending enquiry in that Labour Court, the Govt. of India, Ministry of Labour was pleased to order transfer of this case from that Labour Court to this Tribunal for adjudication. On receipt of records from that Labour Court, the case has been taken on file as I.D. No. 711/2001 and notices were sent to the parties on either side, informing them about the transfer of this case to this Tribunal, with a direction to appear before this Tribunal on 23-10-2001. On that date neither party was present to prosecute this case further. Then fresh notices were sent to them for the adjourned dates for their appearance.

When the matter was taken up to-day finally, the I Party/Workman is not present and there is no representation at all on the side of the I Party/Workman. The learned counsel for the II Party/Management who appeared earlier and filed the statement of objection is present and advanced his argument.

Upon perusing the Order of Reference in respect of this industrial dispute between the parties, the copy of the Claim Statement, filed by the Petitioner before the conciliating authority while raising this industrial dispute, the Counter Statement of the Respondent, other material papers on record, and upon hearing the arguments advanced by the learned counsel for the II Party/Management, after considering all the relevant aspects, this Tribunal has passed on merits the following :—

AWARD

The Industrial Dispute referred to in the above order of reference by the Central Govt.

for adjudication by this Tribunal is as follows :—

“Whether the demand of the workman Shri G. Moorthy for reinstatement by the General Manager, Telecommunications, Chengalpattu as casual mazdoor is legal and justified? If not, to what relief he is entitled?”

actually worked. The essential conditions of the scheme are :—

1. The casual labour should have been engaged prior to 31-3-1985;
2. He should be currently employed on the date of the implementation of Scheme i.e. 01-10-89;
3. He should have put in 240 days continuous service in any one of the preceding years prior to 01-10-1989; and
4. There should not be a break for a period of more than one year.

The Casual Labourers who actually worked were asked to furnish the service particulars to grant temporary status. On verification it was found that the service particulars submitted by the Petitioner from 1983 to 1994 were bogus and manufactured one. Hence, the department did not consider the claim of the Petitioner. The Petitioner had submitted false service particulars, with a view to getting employment and other benefits from the department. The alleged work done by the Petitioner is not skilled and perennial in nature. As on date, there is no such work and post with the department. The Respondent Department does not engage any casual mazdoor and as on date there is no casual mazdoor in the department. Since there is no work and there is no post, there is no scope for the Petitioner for his re-employment in the Respondent Telecom Department. The Petitioner was engaged on casual basis as and when required by the department, hence he is not eligible for reinstatement as per the law and as well as Temporary Status Mazdoor Scheme. Hence, the claim of the Petitioner which has been raised as referred to this Hon'ble Tribunal as an industrial dispute for adjudication may be dismissed.

3. The Point for my consideration is —

“Whether the demand of the workman Shri G. Moorthy for reinstatement by the General Manager, Telecommunications, Chengalpattu as casual mazdoor is legal and justified? If not, to what relief he is entitled?”

Point :—

Though the Petitioner/Workman Sri G. Moorthy has raised this industrial dispute against the General Manager, Telecommuni-

2. As the I Party/Workman Petitioner has not appeared before this Tribunal and filed his Claim Statement, the II Party/Management has filed their Counter Statement as a reply to the Claim Statement filed by the I Party/Petitioner for this dispute he has raised before the conciliating authority for conciliation. The xerox copy of that Claim Statement of the I Party has been filed by the II Party/Management before this Tribunal. It is averred in that reply by the II Party/Management, (hereinafter referred to as respondent) that the contention of the Petitioner while raising this dispute that he was appointed as Casual Labour during 1982 and he was continuously working with the Respondent and had put in 298½ number of days and he was terminated on 25-4-1995 are not correct. It is further averred in the Counter of the Respondent that the Petitioner had worked only 84 days during 1995 as Casual Labour. The service certificates mentioned by the Petitioner in the claim said to be for his service in the previous period are all bogus and manufactured by the Petitioner. Since there was no sufficient work, he was not further engaged. The Petitioner was not appointed and terminated at any point of time by the respondent Telecom Department and hence, the question of appointment, termination and continuance of service does not arise. The Petitioner was engaged purely on casual basis for the unskilled casual work on daily rated wages. The work done by the Petitioner is purely casual in nature and also not perennial. The Petitioner was never informed by the Respondent that he will be taken back to service in the Respondent Telecom Department. Since the Petitioner had not completed 240 days, the question of continuance of service and notice under section 25F of Industrial Disputes Act, 1947 does not arise. In 1989 a scheme called grant of Temporary Status to Casual Labour was introduced for the Casual Labourers who

cations, Chengalpattu SSA demanding reinstatement as casual mazdoor, he has not chosen to file his Claim Statement either before the Principal Labour Court when it was pending before that Court or before this Tribunal after the matter has been transferred to the file of this Tribunal. The II Party|Management alone had chosen to file the statement of objection, as a reply to the Claim Statement filed by the Petitioner, while he raises this industrial dispute before the conciliating authority against them. The xerox copy of the Claim Statement filed by the Petitioner earlier before the conciliating authority in respect of this industrial dispute has been filed by the Respondent. It is clearly averred in the Statement of objection of the Respondent|Management that the Petitioner|Workman was engaged only for 84 days during 1995 as Casual Labourer and the service certificates he produced earlier as though he was in service in the respondent department from 1982 were found to be bogus and manufactured one. It was categorically alleged in the Statement of objection that he has submitted false service certificates and the department had not engaged him as casual mazdoor as claimed by him. It is further contended in the Statement of objection that he had not fulfilled the requisite qualifications to grant him Temporary Status Mazdoor under the Scheme introduced in the year 1989 for the Casual Labourers who actually worked in the Respondent Department. All these specific averments in the Statement of Objection have not been disputed or denied by the Petitioner|Workman who raised this industrial dispute by stating his contention before this Tribunal. It is specifically averred in the Statement of Objection of the Respondent|Management that the Petitioner was not appointed and terminated at any point of time and hence the question of appointment, termination and continuation in service does not at all arise. All these averments have not been disproved by the Petitioner|Workman by mentioning his plea as well as proving the same with legal evidence, before this Tribunal. Under such circumstances, as it is mentioned in the order

of reference by the Govt. as an industrial dispute, for the demand, the concerned workman made for his reinstatement in service by the General Manager, Telecommunications, Chengalpattu SSA as casual mazdoor cannot be considered as legal and justified. Hence, he is not entitled to the relief he prayed for in this dispute against the II Party|Management. Thus, the point is answered accordingly.

4. In the result, an Award is passed holding that the I Party|Workman is not entitled to any relief. No Cost.

(Dictated to the Stenographer, transcribed and typed by him, corrected and pronounced by me in the open court on this day the 28th December, 2001).

K. KARTHIKEYAN, Presiding Officer

Witnesses Examined :

On either side.—None

Documents Marked :

For the I Party|Workman.—Nil

For the II Party|Management.—Nil

नई दिल्ली, 21 जनवरी, 2002

का.आ. 520.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डाक विभाग के प्रबंधन के संबंध नियोक्तों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण बंगलोर के पंचाट (संदर्भ संख्या 55/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-1-2002 को प्राप्त हुआ था।

[सं. एल-40012/179/2000-आई.आर. (डी.यू.)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 21st January, 2002

S.O. 520.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 55/2000) 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 D/o Post and their workman, which was received by the Central Government on 21-1-2002.

[No. L-40012/179/2000-IR(DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

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

Dated : 8th January, 2002

PRESENT :

HON'BLE SHRI V. N. KULKARNI, B-COM,
LLB, PRESIDING OFFICERCGIT-CUM-LABOUR COURT,
BANGALORE

C.R. No. 55/2000

I PARTY :

Shri V. Gopalakrishna S/o
Venkateshappa No. 177,
R. K. Lay out,
Padmanabhanagar,
Bangalore-560070,
Advocate—M. S. Anandramu.

II PARTY :

Chief Post Master General,
Palace Road,
Bangalore-560001.

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No. L-40012/179/2000/IR (DU) dated 9th August, 2000 for adjudication on the following schedule :—

SCHEDULE

“Whether the Post Master General of Karnataka is justified in refusing employment to Shri Gopalakrishna former EDDA? If not to what relief the workman is entitled?”

2. First party was working with the Second Party. Employment was refused to him and therefore this Industrial Dispute is raised.

3. Parties appeared and First party filed Claim Statement. The Second Party has not filed any Counter.

4. The case of the first party in brief is as follows :

5. The first party workman has passed PUC and he enrolled his name in the Employment Exchange and he was engaged by the management as ED Packer. Stamp Vendor. Delivery Agent etc. in the year 1992 to 20th February,

1999. The management instead of regularizing the services of the first party workman, has terminated his services and the action of the management is not correct. First party for these reasons and for some other reasons has prayed to pass award in his favour.

6. The Management has not filed any Counter. Thereafter the case was posted for evidence. First party got examined himself and has given evidence in support of the allegations made in the Claim Statement. This workman is not cross examined by the management.

7. I have heard the learned counsel appearing for the management. The Claim of the workman and the evidence of the workman has remained unchallenged because the management, though appeared has not filed any Counter to challenge the allegations made by the Workman. There is no reason to discard the evidence of workman.

8. It is clear from the evidence of workman that he has worked for nearly 7 years continuously with the department. Refusal of work is not proper. The management has not filed any representation. Taking all this into consideration, I pass the following order.

ORDER

The reference is partly allowed holding that refusing of employment is not correct and the management is directed to take him to work and regularize his services if he fulfills necessary conditions. Accordingly Award is passed.

(Dictated to PA transcribed by her corrected and signed by me on 8th January, 2002).

V. N. KULKARNI, Presiding Officer

नई दिल्ली, 21 जनवरी, 2002

का.आ. 521.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार जनरल मैनेजर, टेलीकॉम के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चेन्नई के पंचाट (संदर्भ संख्या 710/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-1-2002 को प्राप्त हुआ था।

[सं. एल-40012/190/99-आई.आर. (डी.यू.)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 21st January, 2002

S.O. 521.—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-cum-Labour Court, Chennai as shown in the Annexure, in the industrial dispute between the employers in relation to the General Manager, Telecommunications, and their workmen, received by the Central Government on 21-01-2002.

[No. L-40012/190/1999-IR(DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

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

Friday, the 28th December, 2001

PRESENT:

K. Karthikeyan, Presiding Officer.

INDUSRIAL DISPUTE NO. 710/2001

(Tamil Nadu Principal Labour Court CGIT No. 360/99)

(In the matter of the dispute for adjudication under clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Workman Sri D. Jayakumar and the General Manager, Telecommunications, Chengalpattu.)

BETWEEN

Sri D. Jayakumar, ... I Party/Workman

AND

The General Manager,
Telecommunications,
Chengalpattu SSA,
Kancheepuram Dist.,
Chennai. II Party/Management

APPEARANCE:

For the Workman: Unrepresented.

For the Management: Sri K. Sambasivam, Addl. CGSC.

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 Industrial Dispute Act, 1947 (14 of 1947), have referred the concerned Industrial Dispute for adjudication vide Order No. L-40012/190/99-IR (DU) dated 27-09-1999.

This reference has been made earlier to the Tamil Nadu Principal Labour Court, Chennai, where it was taken on file as CGID No. 360/99. When the matter was pending enquiry in that Labour Court, the Government of India, Ministry of Labour was pleased to order transfer of this case from that Labour Court to this Tribunal for adjudication. On receipt of records from that Labour Court, the case has been taken on file as I.D. No. 710/2001 and notices were sent to the parties on either side, informing them about the transfer of this case to this Tribunal, with a direction to appear before this Tribunal on 16-10-2001. On that date neither party was present to prosecute this case further. Then fresh notices were sent to them for the adjourned dates for their appearance.

When the matter was taken up to-day finally, the I Party/Workman is not present and there is no representation at all on the side of the I Party/Workman. The learned counsel for the II Party/Management who appeared earlier and filed the statement of objection is present and advanced his argument.

Upon perusing the Order of Reference in respect of this industrial dispute between the parties, the copy of the Claim Statement filed by the Petitioner before the conciliation

authority by raising the dispute, filed by the Respondent, the Counter Statement of the Respondent, other material papers on record, xerox copies of nine muster rolls filed by the Respondent and upon hearing the arguments advanced by the learned counsel for the II Party/Management, after considering all the relevant aspects, this Tribunal has passed on merits the following:—

AWARD

The Industrial Dispute referred to in the above order of reference by the Central Government for adjudication by this Tribunal is as follows:—

“Whether the action of the General Manager, Telecommunications, Chengalpattu in terminating the services of Sri D. Jayakumar casual mazdoor is legal and justified? If not, to what relief he is entitled?”

2. The Counter Statement of the II Party/Management has been filed as a reply to the dispute that has been raised by the Petitioner/Workman before the conciliating authority, the xerox copy of the same has been filed by the II Party/Management, since the Petitioner has not appeared and filed any Claim Statement before this Tribunal. It is averred in that reply by the II Party/Management, (hereinafter referred to as respondent) that the contention of the Petitioner while raising this dispute that he was appointed as Casual Labour on 01-12-1984 and he was continuously working with the Respondent and had put in 1460 number of days and he was terminated on 25-6-1995 are not correct. It is further averred in the Counter of the Respondent that the Petitioner had worked only 172 days during 1995 as Casual Labour. The service certificates mentioned by the Petitioner in the claim said to be for his service in the previous period are all bogus and manufactured by the Petitioner. Since there was no sufficient work, he was not further engaged. The Petitioner was not appointed and terminated at any point of time by the respondent Telecom Department and hence, the question of appointment, termination and continuance of service does not arise. The Petitioner was engaged purely on casual basis for the unskilled casual work on daily rated wages. The work done by the Petitioner is purely casual in nature and also not perennial. The Petitioner was never informed by the Respondent that he will be taken back to service in the Respondent/Telecom Department. Since the Petitioner had not completed 240 days, the question of continuance of service and notice under Section 25F of Industrial Disputes Act, 1947 does not arise. In 1989 a scheme called grant of Temporary Status to Casual Labour was introduced for the Casual Labourers who actually worked. The essential conditions of the scheme are—

1. The casual labour should have been engaged prior to 31-3-1985;
2. He should be currently employed on the date of the implementation of Scheme i.e. 01-10-89;
3. He should have put in 240 days continuous service in any one of the preceding years prior to 01-10-1989; and
4. There should not be a break for a period of more than one year.

The Casual Labourers who actually worked were asked to furnish the service particulars to grant temporary status. On verification it was found that the service particulars submitted by the Petitioner from 1983 to 1994 were bogus and manufactured one. Hence, the department did not consider the claim of the Petitioner. The Petitioner had submitted false service particulars, with a view to getting employment and other benefits from the department. The alleged work done by the Petitioner is not skilled and perennial in nature. As on date, there is no such work and post with the department. The Respondent Department does not engage any casual mazdoor and as on date there is no casual mazdoor in the department. Since there is no work and there is no post, there is no scope for the Petitioner for his re-employment in the Respondent/Telecom Department. The Petitioner was engaged on casual basis as and when required by the department, hence he is not eligible for reinstatement as per the law and as well as Temporary Status Mazdoor Scheme. Hence, the claim of the Petitioner which has been raised as referred to this Hon'ble

Tribunal as an industrial dispute for adjudication may be dismissed.

3. The Point for my consideration is—

"Whether the action of the General Manager, Telecommunications, Chengalpattu in terminating the services of Sri D. Jayakumar casual mazdoor is legal and justified? If not, to what relief he is entitled?"

Point :—

Though the Petitioner/Workman Sri D. Jayakumar has raised this industrial dispute against the General Manager, Telecommunications, Chengalpattu SSA demanding reinstatement as casual mazdoor, he has not chosen to file his Claim Statement either before the Principal Labour Court where it was pending before that Court or before this Tribunal after the matter has been transferred to the file of this Tribunal. The II Party/Management alone had chosen to file the statement of objection, as a reply to the Claim Statement filed by the Petitioner, while he raise this industrial dispute before the conciliating authority against them. The xerox copy of the Claim Statement filed by the Petitioner earlier before the conciliating authority in respect of this industrial dispute has been filed by the Respondent. The Xerox copies of nine muster rolls have been filed as documents in support of the stand taken by the Respondent/Management in disputing the claim made by the Petitioner/Workman in this industrial dispute. It is clearly averred in the Statement of objection of the Respondent/Management that the Petitioner/Workman was engaged only for 172 days during 1995 as Casual Labourer and the service certificates he produced earlier as though he was in service in the respondent department from 1983 to 1994 were found to be bogus and manufactured one. It was categorically alleged in the Statement of objection that he has submitted false service certificates and the department had not engaged him as casual mazdoor as claimed by him. It is further contended in the Statement of objection that he had not fulfilled the requisite qualifications to grant him temporary Status Mazdoor under the Scheme introduced in the year 1989 for the Casual Labourers who actually worked in the Respondent Department. All these specific averments in the Statement of Objection have not been disputed or denied by the Petitioner/Workman who raised this industrial dispute by stating his contention before this Tribunal. It is specifically averred in the Statement of Objection of the Respondent/Management that the Petitioner was not appointed and terminated at any point of time and hence the question of appointment, termination and continuation in service does not at all arise. All these averments have not been disproved by the Petitioner/Workman by mentioning his plea as well as proving the same with legal evidence, before this Tribunal. Under such circumstances, as it is mentioned in the order of reference by the Government as an industrial dispute for the demand, the concerned workman made for his reinstatement in service by the General Manager, Telecommunications, Chengalpattu SSA as casual mazdoor cannot be considered as legal and justified. Hence, he is not entitled to the relief he prayed for in this dispute against the II Party/Management. Thus, the point is answered accordingly.

4. In the result, an Award is passed holding that the I Party/Workman is not entitled to any relief. No Cost.

(Dictated to the Stenographer, transcribed and typed by him, corrected and pronounced by me in the open court on this day the 28th December, 2001.)

K. KARTHIKEYAN, Presiding Officer

Witnesses Examined :

On either side : None

Documents filed :

For the I Party/Workman : Nil

For the II Party/Management :—

Sl. No.	Muster Roll No.	For the month of
1.	4978/13	December, 1994
2.	5808/22	May, 1990
3.	20866/9	June, 1991
4.	20867/14	September, 1991
5.	20868/2	October, 1990
6.	20869/12	January, 1992
7.	20869/23	February, 1992
8.	4631/20	June, 1992
9.	2/24	August, 1992
10.	4/12	November, 1992
11.	4/14	November, 1992
12.	5/4	January, 1993
13.	5/7	February, 1993
14.	5/10	March, 1993
15.	5/11	April, 1993
16.	5/17	May, 1993
17.	5/22	June, 1993
18.	59/4	December, 1992

नई दिल्ली, 21 जनवरी, 2002

का.आ. 522.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार जनरल मैनेजर टेलीकॉम के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चेन्नई के पंचाट (संदर्भ संख्या 705/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-1-2002 को प्राप्त हुआ था।

[सं. एल-40012/192/99-आई.आर. (डी. यू.)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 21st January, 2002

S.O. 522.— In pursuance of Section 17 of the Industrial Disputes Act., 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Govt. Indus. Tribunal-cum-Labour Court, Chennai as shown in the Annexure, in the industrial dispute between the employers in relation to The General Manager, Telecommunications, and their workmen, received by the Central Government on 21-01-2002.

[No.-L-40012/192/99-IR(DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Friday, the 28th December, 2001

Present : K. KARTHIKEYAN,

Presiding Officer

INDUSTRIAL DISPUTE NO. 705/2001

(Tamil Nadu Principal Labour Court CGID.No.355/99

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act., 1947/14

(14 of 1947), between the Workman Sri S. Prabhakaran and the Management of the General Manager, Telecommunications, Chengalpattu SSA).

BETWEEN

Sri S. Prabhakaran : I Party/Workman

AND

The General Manager, : II Party/Management
Telecommunications.
Chengalpattu SSA.
Kanchipuram Dist. Chennai.

APPEARANCE :

For the Workman : Unrepresented.
For the Management : Sri K. Sambasivam,
Addl. CGSC

The Govt. 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 Industrial Dispute Act., 1947 (14 of 1947), have referred the concerned Industrial Dispute for adjudication vide Order No. L-40012/192/99-IR(DU) dated 27-09-1999.

This reference has been made earlier to the Tamil Nadu Principal Labour Court, Chennai, where it was taken on file as CGID. No. 355/99. When the matter was pending enquiry in that Labour Court, the Govt. of India, Ministry of Labour was pleased to order transfer of this case from that Labour Court to this Tribunal for adjudication. On receipt of records from that Labour Court, the case has been taken on file as I.D. No. 705/2001 and notices were sent to the I Party/Workman and the counsel on record for the II Party/management, informing them about the transfer of this case to this Tribunal, with a direction to appear before this Tribunal on 23-10-2001. On that day, the counsel for the II Party/Management alone was present. The I Party/Workman was not present, inspite of registered notice was served on him. Though subsequent notices were sent to the I Party/Petitioner and was served on him, he has not chosen to appear before this Tribunal and to file his Claim Statement. The counsel for the II Party/Management has filed his Statement of Objection along with the Xerox copy of the statement of Petitioner's claim, he filed before the conciliating authority while raising his claim and has advanced his arguments.

Upon perusing the Order of Reference in respect of this industrial dispute between the parties, the copy of the Claim Statement filed by the Petitioner before the conciliating authority by raising the dispute filed by the Respondent, statement of objection filed by the II Party/Management, the other material papers on record, and upon hearing the arguments advanced by the learned counsel for the II Party/Management,

after considering all these relevant aspects, this Tribunal has passed on merits the following :—

AWARD

The Industrial Dispute referred to in the above order of reference by the Central Govt. for adjudication by this Tribunal is as follows :—

“Whether the action of the General Manager, Telecommunications, Chengalpattu in terminating the services of Shri S. Prabhakaran as casual mazdoor is legal and justified. If not, to what relief he is entitled?”

2. The averments in the Statement of Objection filed by the II Party/Management Telecom. Department, Chengalpattu SSA are briefly as follows :—

This Statement of Objection of the II Party/Management has been filed as a reply to the dispute that has been raised by the Petitioner/Workman before the conciliating authority, the xerox copy of the same has been filed by the II Party/Management since the Petitioner has not appeared and filed any Claim Statement before this Tribunal. It is averred in that reply by the II Party/Management (hereinafter refers to as Respondent) that the contention of the Petitioner while raising this dispute that he was appointed as Casual Labour on 15-10-1984 and he had put in 387 number of days in service and he was terminated during 1995 are not correct. It is further averred in the Counter of the Respondent that the Petitioner in his Claim Statement filed before the conciliation proceedings, had not pleaded about his engagement i.e. place of work and mode of employment and employed by whom. The Petitioner was not submitted any service particulars before the Labour Commissioner in the conciliation proceedings and before this Hon'ble Tribunal till date to substantiate his claim made in the claim petition. In the absence of service particulars and in the absence of pleading, the department is unable to say whether the Petitioner has worked or not and also not able to file counter in detail in this case. Under such circumstances, the Respondent/Management reserve the right to file additional counter, if necessary. Hence, the Hon'ble Tribunal may be pleased to dismiss the claim petition.

3. The point for my consideration is —

“Whether the action of the General Manager, Telecommunications, Chengalpattu in termination the services of Shri S. Prabhakaran as casual mazdoor is legal and justified? If not, to what relief he is entitled?”

Point :—

Though the Petitioner/Workman Sri S. Prabhakaran has raised this industrial dispute against the General

Manager, Telecommunications, Chengalpattu, Kancheepuram Dist. Chennai, demanding reinstatement as casual mazdoor, he has not chosen to file his Claim Statement either before the Principal Labour Court earlier or before this Tribunal after the matter has been transferred to the file of this Tribunal and notice to that effect was served on him. Though the notice of transfer of this case to the file of this Tribunal has been served on the I Party/Workman, many times, he has not chosen to appear before this Tribunal and to file his Claim Statement to prosecute his case further. But the II Party/Management alone had chosen to file the statement objecting to the claim made by the Petitioner/Workman by raising this industrial dispute against them. It is categorically denied in the Statement of the Respondent/Management that the Petitioner/Workman was appointed as Casual Labour on 15-10-1984 and he had put in 387 number of days in service and he was terminated during 1995. It is further contended in the Statement of objection of the Respondent/Management that in the Claim Statement filed by the Petitioner/Workman before the conciliation proceedings, there was no pleading about his engagement i.e. place of work and mode of employment and employed by whom. It is further contended that the Petitioner had not submitted any service particulars before the Labour Commissioner in the conciliation proceedings and also before this Hon'ble Tribunal till date to substantiate his claim made in the earlier claim petition in respect of this industrial dispute. It is specifically averred in the statement of objection filed by Respondent/Management that in the absence of service particulars and in the absence of pleading, the department is unable to say whether the Petitioner has worked or not and also not able to file counter in detail in this case. All these specific averments in the Counter Statement have not been disputed or denied by the Petitioner/Workman who raised this industrial dispute. All these averments have not been disproved by the Petitioner/Workman by making plea as well as proving the same with legal evidence. Under such circumstances, as it is mentioned in this industrial dispute Schedule of Reference for the demand he made for reinstatement by the General Manager, Telecommunications, Chengalpattu as casual mazdoor cannot be considered as legal and justified. Hence, he is not entitled to the relief he prayed for in this dispute against the II Party/Telecommunication Department of Kancheepuram District, Chennai. Thus, the point is answered accordingly.

4. In the result, an Award is passed holding that the I Party/Workman is not entitled to any relief. No Cost

(Dictated to the Stenographer, transcribed and typed by him, corrected and pronounced by me in in the open court on this day the 28th December, 2001).

K. KARTHIKEYAN, Presiding Officer

Witnesses Examined

On either side None

DOCUMENTS MARKED

On either side Nil

नई दिल्ली, 21 जनवरी, 2002

का.आ. 523.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार जनरल मैनेजर टेलीकॉम के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चेन्नई के पंचाट (संदर्भ संख्या 706/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-1-2002 को प्राप्त हुआ था।

[सं. एल-40012/193/99-आई.आर. (डी. यू.)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 21st January, 2002

S.O. 523.— In pursuance of Section 17 of the Industrial Disputes Act, 1947(14 of 1947), the Central Government hereby publishes the Award of the Central Govt. Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure, in the industrial dispute between the employers in relation to the The General Manager, Telecommunications, and their workmen, received by the Central Government on 21-01-2002.

[No.-L-40012/193/1999-IR(DU)]

KULDEEP RAI VERMA, Desk Officer

ANNEXURE

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

Friday, the 28th December, 2001

Present : K. KARTHIKEYAN,

Presiding Officer

INDUSTRIAL DISPUTE NO. 706/2001

(Tamil Nadu Principal Labour Court

(CGID No. 356/99)

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes

Act, 1947 (14 of 1947), between the Workman Sri S. Devanbu and the Management of the General Manager, Telecommunications, Chengalpattu SSA).

BETWEEN

Sri S. Devanbu

I Party/Workman

AND

The General Manager,
Telecommunications,
Chengalpattu SSA,
Kancheepuram Distt.,
Chennai.

II Party/Management

APPEARANCE :

For the Workman
For the Management

Unrepresented
Sri K. Sambasivam,
Addl. CGSC.

The Govt. 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 Industrial Dispute Act, 1947 (14 of 1947), have referred the concerned Industrial Dispute for adjudication vide Order No. L-40012/193/99-IR (DU) dated 27-09-1999.

This reference has been made earlier to the Tamil Nadu Principal Labour Court, Chennai, where it was taken on file as CGID No. 356/99. When the matter was pending enquiry in that Labour Court, the Govt. of India, Ministry of Labour was pleased to order transfer of this case from that Labour Court to this Tribunal for adjudication. On receipt of records from that Labour Court, the case has been taken on file as I.D. No. 706/2001 and notices were sent to the I Party/Workman and the counsel on record for the II Party/Management, informing them about the transfer of this case to this Tribunal, with a direction to appear before this Tribunal on 23-10-2001. On that day, the counsel for the II Party/Management alone was present. The I Party/Workman was not present, inspite of registered notice was served on him. Though subsequent notices were sent to the I Party/Petitioner and was served on him, he has not chosen to appear before this Tribunal and to file his Claim Statement. The counsel for the II Party/Management has filed his Statement of Objection alongwith the Xerox copy of the statement of Petitioner's claim, he filed before the conciliating authority while raising his claim and has advanced his arguments.

Upon perusing the Order of Reference in respect of this industrial dispute between the parties, the copy of the Claim Statement filed by the Petitioner before the conciliating authority by raising the industrial dispute, statement of objection filed by the II Party/Management, the other material papers on record, and upon hearing the arguments advanced by the learned counsel for the II Party/Management, after

considering all these relevant aspects, this Tribunal has passed on merits the following :

AWARD

The Industrial Dispute referred to in the above order of reference by the Central Govt. for adjudication by this Tribunal is as follows :

“Whether the action of the General Manager, Telecommunications, Chengalpattu in terminating the services of Shri S. Devanbu as casual mazdoor is legal and justified ? If not, to what relief he is entitled ?”

2. The averments in the Statement of Objection filed by the II Party/Management Telecom Department, Chengalpattu SSA are briefly as follows :

This Statement of Objection of the II Party/Management has been filed as a reply to the dispute that has been raised by the Petitioner/Workman before the conciliating authority, the xerox copy of the same has been filed by the II Party/Management, since the Petitioner has not appeared and filed any Claim Statement before this Tribunal. It is averred in that reply by the II Party/Management (hereinafter refers to as Respondent) that the contention of the Petitioner while raising this dispute that he was appointed as Casual Labour on 01-12-1984 and he had put in 1225 number of days in service and he was terminated during 1995 are not correct. It is further averred in the Counter of the Respondent that the Petitioner in his Claim Statement filed before the conciliation proceedings, had not pleaded about his engagement i.e. place of work and mode of employment and employed by whom. The Petitioner has not submitted any service particulars before the Labour Commissioner in the conciliation proceedings and before this Hon'ble Tribunal till date to substantiate his claim made in the claim petition. In the absence of service particulars and in the absence of pleading, the department is unable to say whether the Petitioner has worked or not and also not able to file counter in detail in this case. Under such circumstances, the Respondent/Management reserve the right to file additional counter, if necessary. Hence, the Hon'ble Tribunal may be pleased to dismiss the claim petition.

3. The Point for my consideration is :

“Whether the action of the General Manager, Telecommunications, Chengalpattu in terminating the services of Shri S. Devanbu as casual mazdoor is legal and justified ? If not, to what relief he is entitled ?”

Point :

Though the Petitioner/Workman Sri S. Devanbu has raised this industrial dispute against the General Manager, Telecommunications, Chengalpattu, Kancheepuram Distt. Chennai, demanding reinstatement as casual mazdoor, he has not chosen to file his Claim Statement before the Principal Labour Court earlier and to appear and participate as a party to this industrial dispute raised by him and put forth his contention by filing his Claim Statement in support of the claim he made against the II Party/Management. After the matter has been transferred to the file of this Tribunal and notices to that effect were served on him, informing him about the transfer of this case to the file of this Tribunal, he remained un-represented for this dispute, pending adjudication before this Tribunal. But the II Party/Management alone had chosen to file the statement objecting to the claim made by the Petitioner/Workman by raising this industrial dispute against them. It is categorically denied in the Statement of the Respondent/Management that the Petitioner/Workman was appointed as Casual Labour on 01-12-1984 and he had put in 1225 number of days in service and he was terminated during 1995. It is further contended in the Statement of objection of the Respondent/Management that in the Claim Statement filed by the Petitioner/Workman before the conciliation proceedings, there was no pleading about his engagement i.e. place of work and mode of employment, the period of employment under the official of the Respondent/Department. It is further contended that the Petitioner had not submitted any service particulars before the Labour Commissioner in the conciliation proceedings and also before this Hon'ble Tribunal till date to substantiate his claim made by raising industrial dispute against the Respondent/Management. It is specifically averred in the statement of objection filed by Respondent/Management that in the absence of service particulars and in the absence of pleading, the department is unable to say whether the Petitioner had worked or not and also not able to file a detailed counter disputing the claim of the Petitioner in this case. All these specific averments in the Counter Statement have not been disputed or denied by the Petitioner/Workman as he is remained unrepresented before this Tribunal for the industrial dispute, he raised, for adjudication by this Tribunal. All these averments of the II Party/Management in the Statement of Objection have remained unrebutted or disproved by the Petitioner/Workman by making a plea as well as proving the same with acceptable legal evidence. Under such circumstances, as it is mentioned in this industrial dispute, Schedule of Reference for the demand the Petitioner has made for reinstatement in service by the General Manager, Telecommunications, Chengal-

pattu as casual mazdoor cannot be considered as legal and justified. Hence, he is not entitled to the relief he prayed for in this dispute against the II Party/Telecommunication Department of Kancheepuram District, Chennai. Thus, the point is answered accordingly.

4. In the result, an Award is passed holding that the I Party/Workman is not entitled to any relief. No Cost.

(Dictated to the Stenographer, transcribed and typed by him, corrected and pronounced by me in the open court on this day the 28th December, 2001).

K. KARTHIKEYAN, Presiding Officer

Witnesses Examined :

On either side None

DOCUMENTS MARKED ;

On either side Nil

नई दिल्ली, 21 जनवरी, 2002

का.आ. 524.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार चीफ जनरल मैनेजर, टेलीकॉम, जनरल मैनेजर टेलीकॉम, डिविजनल इंजीनियर ओ/ओ जनरल मैनेजर, टेलीकॉम, के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चेन्नई के पंचाट (संदर्भ संख्या 701/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-1-2002 को प्राप्त हुआ था।

[सं. एल-40012/196/99-आई.आर. (डी. यू.)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 21st January, 2002

S.O. 524.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Govt. Indus. Tribunal-cum-Labour Court, Chennai as shown in the Annexure, in the industrial dispute between the employers in relation to The Chief General Manager, Telecom, the General Manager, Telecommunications, The Divisional Engineer O/o. The General Manager, and their workmen, received by the Central Government on 21-01-2002.

[No. L-40012/196/1999-IR (DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE
BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT, CHENNAI

Friday, the 28th December, 2001

Present : K. KARTHIKEYAN,
 Presiding Officer

INDUSTRIAL DISPUTE NO. 701/2001
(Tamil Nadu Principal Labour Court CGID
No. 351/99)

(In the matter of the dispute for adjudication under clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Workman Sri G. Bhaskar and the Management of Telecom).

BETWEEN

Sri G. Bhaskar : I Party/Workman

AND

1. The General Manager,
Telecommunications,
Kancheepuram,
Chennai.
2. The Chief General Manager,
Telecommunications,
Tamil Nadu Circle,
Chennai.
3. The Divisional Engineer (Admn.),
O/o. General Manager,
Telecommunications,
Kancheepuram,
Chennai.
4. The Sub Divisional Engineer,
Telephones (Groups),
Gummidipoondi. : II Party/Management

APPEARANCE :

For the Workman : Unrepresented
 For the Management : Sri K. Sambasivam,
 Addl. CGSC

The Govt. 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 Industrial Dispute Act, 1947 (14 of 1947), have referred the concerned Industrial Dispute for adjudication vide Order No. L-40012/196/99-IR (DU) dated 29-09-1999.

This reference has been made earlier to the Tamil Nadu Principal Labour Court, Chennai, where it was taken on file as CGID No. 351/99. When the matter was pending enquiry in that Tribunal, the Govt. of India, Ministry of Labour was pleased to order transfer of this case from that Labour Court to this Tribunal for adjudication. On receipt of

records from that Labour Court, the case has been taken on file as I.D. No. 701/2001 and notices were sent to the parties on either side, informing them about the transfer of this case to this Tribunal, with a direction to appear before this Tribunal on 15-10-2001. On that date neither party was present to prosecute this case further. Then fresh notices were sent to them for the adjourned dates for their appearance.

When the matter was taken up today finally, the I Party/Workman is not present and there is no representation at all on the side of the I Party/Workman. The learned counsel for the II Party/Management who appeared earlier and filed the statement of objection is present and advanced his argument.

Upon perusing the Order of Reference in respect of this industrial dispute between the parties, Counter Statement, and other material papers on record, and upon hearing the arguments advanced by the learned counsel for the II Party/Management and after considering all the relevant aspects, this Tribunal has passed on merits the following :

AWARD

The Industrial Dispute referred to in the above order of reference by the Central Govt. for adjudication by this Tribunal is as follows :—

“Whether the action of the Management of Telecom in terminating the services of Shri G. Baskar as casual mazdoor is legal and justified? If not, to what relief he is entitled?”

2. The Counter Statement of the II Party/Management has been filed as a reply to the dispute that has been raised by the Petitioner/Workman before the conciliating authority, since he has not appeared and filed any Claim Statement before this Tribunal. It is averred in that reply by the II Party/Management, (hereinafter referred to as respondent) that the contention of the Petitioner while raising this dispute that he was appointed as Casual Labour on 3-12-1983 and he was continuously working with the Respondent and had put in 1414 number of days and he was terminating on 15-5-1995 are denied. It is further averred in the counter of the Respondent that the Petitioner had worked for only 87 days during 1995 as Casual Labour. The service certificates mentioned by the Petitioner in his claim said to be for his service in the previous period are all bogus and manufactured by the Petitioner. Since there was no sufficient work, he was not further engaged. The Petitioner was not appointed and terminated at any point of time by the respondent Telecom Department

and hence, the question of appointment, termination and continuance of service does not arise. The Petitioner was engaged purely on casual basis for the unskilled casual work on daily rated wages. The work done by the petitioner is purely casual in nature and also not perennial. The Petitioner was never informed by the Respondent that he will be taken back to service in the Respondent/Telecom Department. Since the Petitioner had not completed 240 days, the question of continuance of service and notice under section 25F of Industrial Disputes Act, 1947 does not arise. In 1989 a scheme called grant of temporary Status to Casual Labour was introduced for the Casual Labourers who actually worked. The essential conditions of the scheme are —

1. The casual labour should have been engaged prior to 31-3-1985;
2. He should be currently employed on the date of the implementation of Scheme i.e. 01-10-89;
3. He should have put in 240 days continuous service in any one of the preceding years prior to 01-10-1989 ; and
4. There should not be a break for a period of more than one year.

The Casual Labourers who actually worked were asked to furnish the service particulars to grant temporary status. On verification it was found that the service particulars submitted by the Petitioner from 1983 to 1994 were bogus and manufactured one. Hence, the department did not consider the claim of the Petitioner. The Petitioner had submitted false service particulars with a view to getting employment and other benefits from the department. The alleged work done by the Petitioner is not skilled and perennial in nature. As on date, there is no such work and post with the department. The Respondent Department does not engage any casual mazdoor and as on date there is no casual mazdoor in the department. Since there is no work and there is no post, there is no scope for the Petitioner for his re-employment in the Respondent/Telecom Department. The Petitioner was engaged on casual basis as and when required by the department hence he is not eligible for reinstatement as per the law and as well as Temporary Status, Mazdoor Scheme. Hence, the claim of the Petitioner which has been raised as referred to this Hon'ble Tribunal for adjudication may be dismissed.

3. The point for my consideration is —

“Whether the action of the Management of Telecom in terminating the services of Shri

G. Baskar as casual mazdoor is legal and justified ? If not, to what relief is he entitled ?”

Point :

Though the Petitioner/Workman Sri G. Baskar has raised this industrial dispute against the Management of Telecom, demanding reinstatement as casual mazdoor, he has not chosen to file his Claim Statement either before the Principal Labour Court, where it was pending earlier or before this Tribunal after the matter has been transferred to the file of this Tribunal. The II Party/Management alone had chosen to file the statement objecting to the claim made by the Petitioner/Workman by raising this industrial dispute against them. The xerox copies of muster rolls have been filed as documents in support of the stand taken by the Respondent/Management in disputing the claim made by the Petitioner/Workman in this industrial dispute. It is clearly averred in the Statement of Respondent/Management that the Petitioner/Workman was engaged only for 87 days during 1995 as Casual Labourer and the service certificates he produced earlier as though he was in service in the respondent department from 1983 to 1994 were found to be bogus and manufactured one. It was categorically alleged in the Counter Statement that he has submitted false service certificates and the department had not engaged him as casual mazdoor as claimed by him. It is further contended in the Counter Statement that the Petitioner had not fulfilled the requisite qualifications to grant him Temporary Status Mazdoor under the Scheme introduced in the year 1989 for the Casual Labourers who actually worked in the Respondent Department. All these specific averments in the Counter Statement have not been disputed or denied by the Petitioner/Workman who raised this industrial dispute by stating his contention before this Tribunal. It is specifically averred in the Counter Statement of the Respondent/Management that the Petitioner was not appointed and terminated at any point of time and hence the question of appointment, termination and continuation in service does not at all arise. All these averments have not been disproved by the Petitioner/Workman by mentioning his plea as well as proving the same with legal evidence, before this Tribunal. Under such circumstances, as it is mentioned in the order of reference by the Govt. as an industrial dispute, for the demand, the concerned workman made for his reinstatement in service by the Management of Telecom as casual mazdoor cannot be considered as legal

and justified. Hence, he is not entitled to the relief he prayed for in this dispute against the II Party/Management Telecom Department. This, the point is answered, on merits, accordingly.

4. In the result, an Award is passed holding that the I Party/Workman is not entitled to any relief. No Cost.

(Dictated to the Stenographer, transcribed and typed by him, corrected and pronounced by me in the open court on this day the 28th December, 2001.)

K. KARTHIKEYAN, Presiding Officer

Witnesses Examined :

On either side : None

Documents filed :

For the I Party/Workman : Nil

For the II Party/Management :—

S. No	Muster Rol. No.	For the month	Name of the Person
1.	5555/23	March, 1984	Sri C. Raman
2.	4769/7	May, 1984	Sri P. Yesudian
3.	4769/13	May, 1984	Sri. A. Ganga- dharan

नई दिल्ली, 21 जनवरी, 2002

का.आ. 525 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का. 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार जनरल मैनेजर, टेलीकॉम, के प्रबंधन के संबद्ध नियोक्ताओं और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चेन्नई के पंचाट (संदर्भ संख्या 714/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-1-2002 को प्राप्त हुआ था।

[सं. एल-40012/200/99-आई.आर. (डी. यू.)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 21st January, 2002

S. O. 525.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Govt. Indus. Tribunal-cum-Labour Court, CHENNAI as shown in the Annexure, in the industrial dispute between the employers in relation to the General Manager, Telecommunications, and their workmen, received by the Central Government on 21-01-2002.

[No. L-40012/200/1999-IR (DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUS-
TRIAL TRIBUNAL-CUM-LABOUR COURT,
CHENNAI

Friday, the 28th December, 2001

Present : K. KARTHIKEYAN,

Presiding Officer

INDUSTRIAL DISPUTE NO. 714/2001

(Tamil Nadu Principal Labour Court CGID.
No. 364/99)

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Workman Sri L. Srinivasan and the Management of the General Manager, Telecommunications, Kanch-
cheepuram Dist.).

BETWEEN

Sri L. Srinivasan : I Party/Workman
AND

The General Manager, : II Party/Management
Telecommunications,
Kancheepuram Dist.

APPEARANCE :

For the Workman : M/s. M. Gnanasekar,
C. Premavathy,
Advocates.

For the Management : Sri K. Sambasivam,
Addl. CGSC

The Govt. 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 Industrial Disputes Act, 1947 (14 of 1947), have referred the concerned Industrial Dispute for adjudication vide Order No. L-40012/200/99-IR (DU) dated 29-09-1999.

This reference has been made earlier to the Tamil Nadu Principal Labour Court, Chennai, where it was taken on file as CGID No. 364/99. When the matter was pending enquiry in that Labour Court, the Govt. of India, Ministry of Labour was pleased to order transfer of this case from that Labour Court to this Tribunal for adjudication. On receipt of records from that Labour Court, the case has been taken on file as I. D. No. 714/2001 and notices were sent to the counsel on either side on record, informing them about the transfer of this case to this Tribunal, with a direction to appear before this Tribunal on 17-10-2001. On that day, the counsel on either side were present. Then the case was adjourned to 20-11-2001 for filing of Claim Statement by the I Party/Workman.

Though the matter has been adjourned to various hearing dates, extending time for filing Claim Statement of the I Party on the request of the counsel on record, no Claim Statement has been filed till this date. The counsel for the II Party/Management has filed his Statement of Objection along with the Xerox copy of the statement of Petitioner's claim, he filed before the conciliating authority while raising this industrial dispute and has advanced his arguments.

Upon perusing the Order of Reference in respect of this industrial dispute between the parties, the copy of the Claim Statement filed by the Petitioner before the conciliating authority while raising this dispute, filed by the Respondent as a document here in this case, statement of objection filed by the II Party/Management, the other material papers on record, and upon hearing the arguments advanced by the learned counsel for the II Party/Management, after considering all these relevant aspects, this Tribunal has passed on merits the following :—

AWARD

The Industrial Dispute referred to in the above order of reference by the Central Govt. for adjudication by this Tribunal is as follows :—

“Whether the action of the General Manager, Telecommunications, Chengalpattu in terminating the services of Shri L. Srinivasan as casual mazdoor is legal and justified? If not, to what relief he is entitled?”

2. The averments in the Statement of Objection filed by the II Party/Management Telecom Department, Chengalpattu SSA are briefly as follows :—

This Statement of Objection of the II Party/Management has been filed as a reply to the Claim Statement filed by this Petitioner before the conciliating authority, while raising this dispute before him for conciliation. The xerox copy of the same has been filed by the II Party/Management, since the Petitioner has not appeared and filed any Claim Statement before this Tribunal. It is averred in that reply by the II Party/Management (hereinafter refers to as Respondent) that the contention of the Petitioner while raising this dispute that he was appointed as Casual Labour on 01-08-1983 and he was continuously working with the Respondent/Telecom Department and he was terminated during 1995 are not correct. It is further averred in the Counter of the Respondent that the Petitioner in his Claim Statement filed before the conciliation proceedings, had not pleaded about his engagement i.e. place of work and mode of employment and period of employment under the official

of the Respondent/Department. The Petitioner has not submitted any service particulars before the Labour Commissioner in the conciliation proceedings and before this Hon'ble Tribunal till this date to substantiate his claim made in this industrial dispute. In the absence of service particulars and in the absence of pleading, the department is unable to say whether the Petitioner has worked or not and also not able to file counter in detail in this case. Under such circumstances, the Respondent/Management reserve the right to file additional counter, if necessary. Hence, the Hon'ble Tribunal may be pleased to dismiss the claim petition.

3. The Point for my consideration is —

“Whether the action of the General Manager, Telecommunications, Chengalpattu in terminating the services of Shri L. Srinivasan as casual mazdoor is legal and justified? If not, to what relief he is entitled?”

Point :—

Though the Petitioner /Workman Sri L. Srinivasan has entered appearance through a counsel, he has not chosen to file his Claim Statement either before the Principal Labour Court earlier or before this Tribunal after the matter has been transferred to the file of this Tribunal and notice to that effect was served on his counsel on record. Though his counsel has filed vakalat on his behalf in this case even before the Tamil Nadu Principal Labour Court on 23-8-2000 itself, when it was pending there, and the notice of transfer of this case to the file of this Tribunal has been served on him many times, neither himself nor his client the I Party/Workman has chosen to appear before this Tribunal to Prosecute this industrial dispute referred to this Tribunal for adjudication by filing his Claim Statement, supportive documents and other materials. On the other hand, the Petitioner and his counsel on record remained absent for all the hearings before this Tribunal leaving the matter unrepresented. But the II Party/Management alone had chosen to file the statement objecting to the claim made by the Petitioner/Workman by raising this industrial dispute against them. It is categorically denied in the Statement of objection of the Respondent/Management that the Petitioner/Workman was appointed as Casual Labour on 01-08-1983 and he was continuously working with the Respondent/Telecom Department and he was terminated during 1995. It is further contended in the Statement of objection of the Respondent/Management that in the claim Statement filed by the Petitioner/Workman before the conciliation proceedings, there was no pleading about his engagement i.e. place of work and mode of employment and period of employment under the official of the Respondent/Department. It is

further contended that the Petitioner has not submitted any service particulars before the Labour Commissioner in the conciliation proceedings and also before this Hon'ble Tribunal till this date to substantiate his claim for which the industrial dispute has been raised. It is specifically averred in the statement of objection filed by Respondent/Management that in the absence of service particulars and in the absence of pleadings the department is unable to say whether the Petitioner has worked or not and also not able to file counter in detail in this case. All these specific averments in the Counter Statement have not been disputed or denied by the Petitioner/Workman who raised this industrial dispute, by letting in rebuttal evidence by way of acceptable documentary or legal evidence. All these averments have not been disproved by the Petitioner/Workman by making plea as well as proving the same with legal evidence. Under such circumstances, for the relief mentioned in this industrial dispute Schedule of Reference, as the demand of the Petitioner for reinstatement in service by the General Manager, Telecommunications, Chengalpattu as casual mazdoor cannot be considered as legal and justified. Hence, he is not entitled to the relief he prayed for in this dispute against the II Party/Telecommunications Department of Kancheepuram District, Chennai. Thus, the point is answered accordingly.

4. In the result, an Award is passed holding that the I Party/Workman is not entitled to any relief. No Cost.

(Dictated to the Stenographer, transcribed and typed by him, corrected and pronounced by me in the open court on this day the 28th December, 2001).

K. KARTHIKEYAN, Presiding Officer

Witnesses Examined :

On either side : None

DOCUMENTS MARKED :

On either side : Nil

नई दिल्ली, 21 जनवरी, 2002

का.आ.526.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कलकत्ता टेलीफोन के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कोलकाता के पंचाट (संदर्भ संख्या 03/96) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21/1/2002 को प्राप्त हुआ था।

[सं. एल-40012/245/94-आई आर (डी यू)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 21st January, 2002

S.O. 526.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 03/16) of the Central Government Industrial Tribunal/Labour Court Kolkata as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Calcutta Telephones and their workman, which was received by the Central Government on 21-1-2002.

[No. L-40012/245/94-IR (DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA

Reference No. 03 of 1996

Parties :

Employers in relation to the management of Calcutta Telephones

AND

Their Workman

Present :

Mr. Justice Bharat Prasad Sharma

.....Presiding Officer

Appearance :

On behalf of Management Mr. T. Chowdhury, Advocate.

On behalf of Workman Mr. M. Dutta, Advocate.

State : West Bengal

Industry : Telephones

AWARD

By Order No. L-40012/245/94-IR (DU) dated 26-02-1996 the Central Government in exercise of its powers under sections 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 Calcutta Telephones in terminating the services of Shri Jagannath Dey, is justified fair and proper ? If not, to what relief the workman concerned is entitled to ?"

2. The present dispute arises on account of a dispute raised by one Jagannath Dey who happened to be an employee of the Calcutta Telephones and was removed from his service with effect from 01-08-1988 without any reason being assigned and in contravention of the provisions of Section 25F of the Industrial Disputes Act, 1947.

3. On receiving notice, both the parties appeared and filed their respective written statements. In the written statement filed on behalf of the workman it has been stated that he was appointed as casual worker by the Calcutta Telephones on 21-08-1986 and he continued to work as such for a pretty long time. He had also a clean and maritorious record of service. But all on a sudden, in an unceremonious manner verbally his service was terminated with effect from 01-08-1988. During the period of service he was working under the control and supervision of the Junior Telecom Officer of the management at Exchange No. IV/54-55 and thus before his termination he had completed 533 days of work. According to the workman his removal from service can be termed as retrenchment within the meaning of Section 2(cc) of the Industrial Disputes Act, 1947 and since the management failed to pay retrenchment compensation or give due notice to the workman, the conditions of Section 25F of the Act have not been fulfilled. It is also stated that the workman had completed 240 days of work within 12 months preceding the date of retrenchment and therefore his termination is void and illegal and accordingly it has been prayed that the termination order be held to be illegal and he should be treated to have continued in service and he should be granted relief of full back wages. It has been stated that at the time of his removal he was getting wages at the rate of Rs. 60/- per day on monthly basis.

4. In the written statement filed on behalf of the management the allegations made on behalf of the workman have been denied in general and it has been stated that the workman be put to strict proof of the facts alleged in the written statement. However, it is also denied that the workman had performed any work of perennial nature under Calcutta Telephones. It is however stated that the allegation of his retrenchment is incorrect and actually he had left the job of his own and therefore, the question of considering his case treating his removal as retrenchment does not arise. It is also stated that the workman had never put forward his claim before the employer prior to raising the dispute and it has been denied that there has been any paper regarding the service of the workman in the custody of the Calcutta Telephones. So, the entire allegations in the written statement of the workman has been totally and generally denied on behalf of the management.

5. Both the parties in support of their respective claims have examined one witness each. The workman, Jagannath Dey has examined himself as WW-1 and he has stated that he was appointed as a casual worker on 21-08-1986 and was posted at Exchange No. 54-55. He also stated that he used to lay underground cables and do overhead works under the

supervision of the Lineman and that his service was terminated on 01-08-1988, but prior to it had worked continuously till the date of his termination and thus he had worked for a total period of 533 days. He also stated that he used to sign his attendance in the register and was being paid on monthly basis on the basis of daily wage which was Rs. 60/- at the time of his termination. He did not receive any retrenchment notice, nor any compensation was paid to him. He also stated that he tried to procure job after termination, but it had no effect. In his cross-examination it has been suggested that he had left the service himself and was not actually terminated by the management which he has denied and he has stated that he puts reliance on Ext. W-3 which is the xerox copy of the office note regarding his service.

6. On the other hand, Shri Panchanan Biswas has been examined on behalf of the management as MW-1. He was posted as J.T.O. at Bagbazar Exchange in Sub-Division IV from 1986 to 1988 and that the concerned workman was working as casual labour there, but he had voluntarily left service in August, 1988. He stated that they did not terminate his service. However, this witness has admitted that the workman worked from 21 August, 1986 to 31st July, 1988 continuously. He has also produced and proved a circular of the authority of the Telephones Deptt. Marked Ext. M-1. He has stated that no attendance register used to be maintained for casual labour in the office, and therefore, there was no question of the workman signing the register. He has however stated that at the time of his leaving work the workman was getting at the rate of Rs. 14.85 as remuneration and not Rs. 60/- per day, as claimed by the workman. In his cross-examination he has stated that he has not produced any paper to show that the workman had voluntarily abandoned the service. He also stated that the workman did not inform the authorities that he was leaving the service and he also did not write any letter to the concerned workman enquiring about whether he had left the job voluntarily. He has, however, stated that he was not given any job as he remained absent from 31-07-1988. He has also stated in his cross-examination that they did not maintain any roll for the casual labour and they used to maintain a private note for calculating the attendance of the casual labourers for the purpose of preparation of their pay entitlement. He however, stated that he has papers to show that at the time of abandonment of service of the concerned workman, his pay was Rs. 14.85 per day, but no such paper has been produced. So, it has been suggested to him that the workman had not voluntarily abandoned the service, rather he was removed and terminated. He has further stated that casual workman receives

remuneration against ACG-17 vouchers, but admittedly such Vouchers have not been produced and, therefore, it has been suggested that had such vouchers been produced it would have revealed that the remuneration which the workman was getting at the relevant time was at the rate of Rs. 60/- per day.

7. So far as the documents are concerned, the management has produced only one document, marked Ext. M-1 which is a circular issued by the Office of the Director General, Posts & Telegraph on 30-03-1985. In this circular the detailed instructions regarding engagement of casual labour have been given and so far as the regular kind of work is concerned, it has been stated that for such work casual labour should not be engaged. It has been stated that if any casual mazdoor are being utilised for maintenance/office work, they should be reallocated/transferred and used in the works enumerated therein i.e. for installation etc. It has also been stated that every effort should be made to reduce casual mazdoors employed and in no case fresh recruitment/employment should be made.

8. There is no dispute about this circular and it appears to be apparent that because of the fact that the engagement of such casual labour for the work which he was doing was prohibited by the Directorate, the junior officers responsible for engaging such casual labour were embarrassed and they did not want to create any record regarding their services. But, the sum and substance of the evidence of the management is that no positive material has been produced and no specific plea has been taken to controvert the statements and allegations of the workman regarding his claim. It has never been stated that the workman concerned had not worked for the period claimed by him or that he did not work for a total period of 533 days.

9. On behalf of the workman copy of an application filed by the workman concerned before the Divisional Engineer has been produced and is marked Ext. W-1. It was filed on 18-06-1991 and it was stated that he had worked as casual labour in the Division concerned for more than 240 days, but was not getting any chance to give any service to the Department as Muster Roll candidate and therefore prayed that his name be included in the Muster Roll. Another paper is the prayer of the workman made before the Regional Labour Commissioner (Central) regarding his grievance which is dated 17th February, 1993, in which clear allegation has been made that inspite of his having worked for more than 240 days continuously, he was removed by the Department. A paper which is somewhat disputed has been filed on behalf of the workman it has been marked as Ext. W-3 which is the xerox copy of the office note regarding the service of this workman.

Regarding this document it has been argued on behalf of the management that such a document cannot be relied upon as the authenticity of such document is doubtful and how it came to the possession of the workman is not known and in this regard an observation of Their Lordships of the Hon'ble Supreme Court in the case of Puranjit Singh Vs. Union Territory of Chandigarh & Ors., 1994 Supp. (3) S.C.C. 471 has been placed. In this case one Assistant Engineer had filed the case of deciding his seniority and for this purpose he had relied on a xerox copy of an office note which was challenged by the respondent and it was observed by Their Lordships that "although it is not known how he came in possession of the said notings, it was improper on his part to produce these notings in the Court proceedings, assuming that he had come in possession of the same authorisably. In this view of the matter, it does not appear to be safe to place reliance on this document which could be of some help to the concerned workman." However, even if that part of the evidence of the workman is ignored, this much becomes clear that so far as his claim of continuous service from 21st August, 1986 to 31st July, 1988 is concerned, it is admitted by MW-1 in his examination in chief.

10. Now, on the one hand, the workman says that he was unceremoniously removed and on the other hand, it has been stated on behalf of the management that he had left the service voluntarily. So far as the claim regarding continued service of the workman is concerned, the management did not produce any document, though admittedly the management was in possession of the ACG-17 vouchers on the basis of which payments were made to the workman. On this account, the contention of the learned Advocate for the workman appears to be correct that because the management withheld the vital document, adverse inference should be drawn regarding the rate at which the workman was being paid at the time of his cessation of work. It is very strange that the management did not produce any document at all and the whole contest appears to be half-hearted. Simply saying that he had left the work voluntarily is not sufficient to conclude that the workman had left the work. So far as the engagement of the casual labourers is concerned, neither they are given any appointment letters, nor any removal or retrenchment letter are ever given them. Even if a workman fails to appear after continuing for quite a long time, it is the obligation of the management to send a notice to the workman as to why he is not appearing. That could prove the bonafide of the claim of the management, but it has not been done in the present case and in a most unabashed manner the management says that the workman had left the service himself, which does

not appear to be probable and believable. In this time of hardship and colossal problem of unemployment a workman is not supposed to give-up his job. Moreover, had he done so, where was the question of making representation to the management vide Ext. W-1 and making allegation before the R.L.C. (C) vide Ext. W-2. Therefore, the plea of the management to this effect appears to be a plea which cannot be acceptable to any person of ordinary prudence. The corollary is that the workman concerned, as alleged, has been removed from service without resorting to the provisions of Section 25F of the Industrial Disputes Act, 1947.

11. It is to be considered that for entitlement of a workman to get relief under Section 25F of the Act it is necessary for him to fulfil the requirement criteria of Section 25B of the Act. According to Section 25B a workman shall be deemed to be in continuous service for a period if he is, for that period in uninterrupted service, including service which may be interrupted on account of sickness or authorised leave or an accident or a strike which is not illegal, or a lock-out or a cessation of work which is not due to any fault on the part of the workman. In this case no plea has been taken on behalf of the management that he had failed to attend the job during the period of his employment for any other reason than mentioned in the provision of Section 25B. So, it is obvious that admittedly this workman was in continuous and uninterrupted service from 21st August, 1986 to 31st July, 1988, which has been admitted by MW-1 himself and according to the workman the total period for which he had worked was 533 days which has not been controverted. In such a condition, the removal of the workman from service was clearly in contravention of the provisions of Section 25F of the Industrial Disputes Act, 1947.

12. There are several decisions to support this claim of the workman. But, some of the important judgements of the Hon'ble Supreme Court as *Delhi Cloth and General Mills Ltd. v. Shambhunath Mukherjee*, reported in 1978(I) LLJ 1, *State of Bombay v. Hospital Mazdoor Sabha*, reported in 1960 (I) LLJ 251 and others. However, in the case of *Mohan Lal v. Bharat Electronics Ltd.*, 1981(II) LLJ 70 it has been held by their Lordships "reverting to the facts of the case that termination of service of the Appellant does not fall within any excepted or to be precise excluded categories, Undoubtedly, therefore, the termination would constitute retrenchment and by a catena of decisions it is well settled that where pre-requisite for valid retrenchment as laid down in Section 25F has not been complied with, the retrenchment bringing about termination of service is ab initio void". Because their Lordship found

in the case under reference that the Appellant was employed and was on duty from December 8, 1973 October 19, 1974 when his service was terminated, he had satisfied both the eligibility qualifications prescribed in Section 25F for claiming retrenchment compensation.

13. In the present case also the workman has satisfied the conditions required for application of Section 25F of the Industrial Disputes Act, but he was removed from service which amounts to termination or retrenchment without following the procedures laid down under Section 25F of the Act. The termination or retrenchment of the workman is thus illegal and void. The workman, in the circumstance, shall be deemed to have continued in service.

14. Accordingly, it is hereby ordered that the management of Calcutta Telephones should take the workman concerned in service on muster roll and allot work to him forthwith and should also arrange to make payment of back wages at the rate of Rs. 60 per day, i.e., the last amount paid to him while in service, from the date of his illegal termination of service.

B. P. SHARMA, Presiding Officer

Dated, Kolkata,

The 2nd January, 2002.

नई दिल्ली, 21 जनवरी, 2002

का.आ.527:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सलाल हाइड्रो इलेक्ट्रिक प्रोजेक्ट के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चण्डीगढ़ के पंचाट (संदर्भ संख्या 132/92) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-1-2002 को प्राप्त हुआ था।

[सं. एल-42011/37/91-आई आर (डी यू)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 21st January, 2002

S.O. 527.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 132/92) 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 Salal Hydroelectric Project and their workman, which was received by the Central Government on 21-1-2002.

[No. L-42011/37/91-I.R.(DU)]
KULDIPRAI VERMA, Dssk Officer

ANNEXURE

Before Shri S.M. Goel, Presiding Officer,
Central Govt. Industrial Tribunal-cum-Labour Court,
Chandigarh.

Case No. ID 132/92

The General Secretary, Salal Project Labour Union,
Talwara Colony, Reasi (J&K).

Union

Versus

The General Manager, Salal Hydroelectric Project,
Jyotipuram Via Reasi (J & K)—Management

Appearances

For the Union : None

For the management : Shri V.K. Gupta

AWARD

(Passed on 22-11-2001)

The Central Govt. vide notification No. L- 42011/37/91-IR(DU) dated 11th of November 1992 has referred the following dispute to this Tribunal for adjudication :

“Whether the action of the General Manager, Salal Hydroelectric Project, Jyotipuram in effecting the change in service condition by way of lowering the pay scale of S/Shri Gurdeep Singh, Ram Singh, Kamal Dev and Joginder Singh, Work Asstts. is justified? If not, what relief the workmen concerned are entitled to?”

2. Today the case was fixed for evidence of the workmen. Despite several notices none has put up appearance on behalf of the workmen. It appears that union is not interested to pursue with the present reference. In view of the above, the present reference is returned to the Central Govt. for want of prosecution. Central Govt. be informed.

Chandigarh.

22-11-2001.

S. M. GOEL, Presiding Officer

नई दिल्ली, 21 जनवरी, 2002

का.आ. 528.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल इंस्टीट्यूट फॉर रिसर्च ऑन बूफैलोस के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चण्डीगढ़ के पंचाट (संदर्भ संख्या 9/93)

को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-1-2002 को प्राप्त हुआ था।

[सं. एल-42011/41/91-आई आर (डीयू)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 21st January, 2002

S. O. 528.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 9/93) 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 Instt. for Research on Buffaloes and their workman, which was received by the Central Government on 21-1-2002.

[No. L-42011/41/91-IR (DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

Before Shri S. M. Goel, Presiding Officer, Central Govt. Industrial Tribunal-cum-Labour Court, Chandigarh

Case No. I. D. 9/93

Surta and 104 Others C/o President,
District Agriculture Workers Union,
Gali No. 5, H. No. 123, Jawahar Nagar,
Hissar-125001

Petitioners

Vs.

Director,
Central Institute for Research on
Buffaloes, Hissar.

Respondent.

APPEARANCES

For the Workman : D. R. Sharma with Radhey
Kishan Bhyan.

For the Management : R. K. Sharma

AWARD

(Passed on 18th October, 2001)

The Central Govt., Ministry of Labour, vide Notification No. 42011/41/91-IR (DU) dated 28th December, 1992 has referred the following dispute to this Tribunal for adjudication ;

“Whether the actions of the management of Central Instt. for Research on Buffaloes in not regularising the services of 105 workers (as per the list enclosed) are justified ? If not, what relief the workman concerned are entitled to ?”

2. President of the Union Shri Radhey Kishan appeared and made a statement that the Union does not want to pursue with the present reference as they want to avail another remedy and the reference may be treated as withdrawn. In view of the above, the reference is returned as withdrawn. Central Govt. be informed.

Chandigarh.

18-10-2001 S. M. GOEL, Presiding Officer

नई दिल्ली, 21 जनवरी, 2002

का.आ. 529:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सलाल हाइड्रोइलेक्ट्रिक प्रोजेक्ट के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चण्डीगढ़ के पंचाट (संदर्भ संख्या 87/96) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-1-2002 को प्राप्त हुआ था।

[सं. एल-42011/55/95-आईआर (डीयू)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 21st January, 2002

S. O. 529.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 87/96) 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 Salal Hydroelectric Project and their workman, which was received by the Central Government on 21-1-2002.

[No. L-42011/55/95-IR (DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

Before Shri S. M. Goel, Presiding Officer, Central Govt. Industrial Tribunal Cum Labour Court, Chandigarh.

Case No. I. D. 87/96

Workers C/o General Secy. Hydro Electric Project workers Karmachari Union

H. No. 658-H, Talwara Colony Teh. Reasi,

Udhampur, Jammu & Kashmir-182312.

Applicant

Versus

General Manager Salal Hydro Electric Project
Jyotipuram (J & K)

—Management

APPEARANCES

For the workman ; None for the workman.

For the management ; Shri V. K. Gupta.

AWARD

(Passed on 11th of December, 2001)

The Central Govt. vide gazette notification No. L-42011/55/95-I. R. (DU) dated 30-8-96 has referred the following dispute to this Tribunal for adjudication :—

“Whether the action of the management of Salal Hydro-electric Project in denying the accommodation to Salal Project workcharge Employees Union in contrast to other unions operating in the project tantamounts, to unfair Labour Practice If not, to what relief the workman are entitled ?”

2. Today the case was fixed for filing of claim statement. Despite several notices none has put up appearance on behalf of the workman nor any claim statement has been filed for the last five years. 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 Central Govt. for want of prosecution. Central Govt. be informed.

Chandigarh.

11-12-2001

S. M. GOEL, Presiding Officer

नई दिल्ली, 21 जनवरी, 2002

का.आ. 530:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डायरेक्टर इण्डियन इंस्टीट्यूट ऑफ टेक्नोलॉजी के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 2, मुम्बई के पंचाट (संदर्भ संख्या सीजीआईटी-2/20 का 2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-1-2002 को प्राप्त हुआ था।

[सं. एल-42011/65/1999-आईआर (डीयू)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 21st January, 2002

S.O. 530.—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-cum-Labour Court, Mumbai No. II as shown in the Annexure, in the industrial dispute between the employers in relation to the Director, Indian Institute of Technology, and their workmen, received by the Central Government on 21-01-2002.

[No. L-42011/65/1999-IR(DU)]

KULDIP RAI VERMA, Desk Officer
ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL NO. II, Mumbai

PRESENT :

S. N. Sundankar, Presiding Officer.

Reference No. CGIT-2/20 of 2000

Employers in relation to the Management of the Director,
Indian Institute of Technology.

The Director,
Indian Institute of Technology,
Powai,
Mumbai-400076.

AND

Their Workmen.

S/Sh. Shahbuddin Raut &
Shiv Murat Ram,
Gareeh Nagar,
Old Pine Line,
Opp. IIT. Mkt. Gate,
Powai,
Mumbai-400076.

APPEARANCES :

For the Employer : M/s. Bhaishanker Kanga & Girdhari-
lal Advocates.

For the Workmen : Ms. Vandana Deshpande, Advocate.
Mumbai, dated 29th October, 2001

AWARD

The Government of India, Ministry of Labour by its Order No. L-42011/65/99-IR(DU) dtd. 27-01-2000, in exercise of the 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 Industrial Dispute for adjudication.

"Whether the action of the management of Indian Instt. of Technology, Mumbai in demoting the workman S/Sh. Shahbuddin Raut and Shiv Murat Ram from the post of Inspector to Watchman Gr. I w.e.f. 22-3-94 is justified? If not, what relief the workmen S/Sh. Shahbuddin Raut and Shiv Murat Ram are entitled to?"

2. Workmen S/Shri Shahbuddin Raut and Shiv Murat Ram are the permanent employees of I.I.T., Powai. On 28-3-1992 they both were working as Inspectors in the Security Branch. Both the workmen vide their Statement of Claim (Exhibit-4) contended that on the material day i.e. on 28-3-92 they both were assaulted by Rakshak Mr. Tavade and Mr. Singh. While discharging their duties as inspector. However, unfortunately it is contended by both of them that the victims were equated as assailants and that false inquiry was held against them by the inquiry officer Mr. Khopkar. It is their contention that the report of the inquiry officer is based and that the decision of the Disciplinary Authority based on the inquiry report demoting them as watchman Grade-I from the post of Inspector from 22-3-94 is totally unjustified. It is contended that both the employees had assailed the order of the Disciplinary Authority before the Chairman, I.I.T. which was still pending. They both had preferred U.L. Pin 1998 in the State Industrial Court against which the management

went to High Court, wherein High Court directed the workman to approach the Central Government Industrial Machinery to ventilate their grievance. Thereupon the workman moved the R.L.C.(C) who tried for conciliation but failed and there upon the order was referred to this Tribunal for adjudication. Both the workmen contended that, action taken by the management demoting them as watchman, Grade-I be held unjustified.

3. Management, I.I.T., Mumbai, filed their Written Statement (Exhibit-9) contending that the Tribunal has no jurisdiction to entertain and adjudicate the reference and that it is not maintainable. It is their contention that the reference was espoused by both the workmen and not the union, therefore, it is not an industrial dispute, as defined under Section 2(k) of the Industrial Disputes Act. Action of the management as regards dismissal, retrenchment of the employee that covers and that the dispute as regards other aspects are to be espoused by the trade unions or by collective body of workmen. However, the instant dispute is an exception to that and therefore this tribunal has no jurisdiction to entertain this reference. It is contended that these two workmen since neither discharged, nor dismissed nor retrenched nor otherwise their services were terminated at any point of time by the management, the order passed by it by way of punishment reverting each one of them to the post of watchman Grade-I from the post of Security Inspector, does not fall within the definition of Industrial Dispute, and also under Section 2(A) of the Industrial Disputes Act. It is contended the reference be dismissed on that ground.

4. By way of Rejoinder (Exhibit-10) both workmen contended that the reference still falls within the meaning of Section 2(k) of the Industrial Disputes Act and therefore this Tribunal has jurisdiction and consequently reference is maintainable.

5. This tribunal framed issues (Exhibit-14). Since the preliminary issue as regards maintainability and jurisdiction of this reference being on law point both the parties vide purshis (Exhibit-23) did not lead any oral evidence.

6. On hearing the counsels and perusing the record as a whole I record my findings on the following issues for the reasons mentioned below :

Issues	Findings
1. Whether the reference is maintainable?	No.
2. Whether this Tribunal has jurisdiction to entertain and try the dispute?	No.
3. Whether the action of the management of Indian Instt. of technology, Mumbai in demoting the workmen S/Sh. Shahbuddin Raut and Shiv Murat Ram from the post of Inspector to Watchman, Gr. I w.e.f. 22-3-94 is legal and justified?	Does not survive.
4. If not legal and justified, what relief the concerned workmen are entitled to?	Does not survive.

REASONS

7. At the threshold the Learned Counsel Shri A. I. Tale-gaukar for the management inviting attention of this tribunal to the record submits that, the cause of the demoting was espoused by the two workmen and not the union, which clearly oust the pervue of Section 2(k) of the Industrial Disputes Act. He submits as per Section 2A of the Act cases of discharge, dismissal, retrenchment or termination otherwise of service of an individual workmen are covered and if a workman is reduced in rank pursuant to a domestic inquiry, the dispute raised by him does not become an industrial dispute. However, if the union or body of workman sponsors his cause, it does become an industrial dispute. He therefore submits, since the cause demand was espoused by the workman, this does not fall within the scope of Industrial Dispute and therefore the reference is not maintainable and that this tribunal has no jurisdiction to adjudicate the same. He has relied on Rajasthan State Road Transport Corporation Anr. Vs. Krishna Kant AIR 1995 Supreme Court 1715. On the

other hand the Learned Counsel Ms. Vandana Deshpande for the workman submits that the reference is maintainable.

8. I have gone through the relevant provisions of the Industrial Disputes Act. The expression 'workman' is defined in Clause (s) while expression 'employer' is defined in Clause (g) of the Industrial Disputes Act. The expression 'Industrial Disputes' is defined in Section 2(k) to mean any dispute or difference between employers and employees or between employers and workmen or between workmen and workmen, which is connected with the employment or non-employment or the terms of employment or with the conditions of labour of any person. It is well settled by catena of judgments that the dispute between the employer and individual workman does not constitute an industrial dispute unless the cause of the workman is espoused by the body of workman, whether the dispute concerned the body of a workman as a whole or to a section thereof it is an industrial dispute. It is precisely for this reason that Section 2(A) inserted by Amendment Act 35 of 1965 which says :

"Where any employer discharges, dismisses, retrenches or otherwise terminated the services of an individual workman, no dispute or difference between that workman and his employer connected with or arising out of such a discharge, dismissal, retrenchment or termination shall be deemed to be an industrial dispute not withstanding that no other workman or any union of workman is a party to the dispute."

9. By virtue of this provision the scope of the concept of Industrial Dispute has been widened which now embraces not only Section 2(k) but also Section 2-A. Section 2-A however covers only cases of discharge, dismissal, retrenchment, or termination otherwise of services of individual workman and not other matters. This clearly shows the dispute on demotion as watchman, Grade-I from the post of Inspector expoused by both the workman, is not concerning to dismissal, discharge, obviously does not fall within the scope of Industrial dispute. For this the Learned Counsel for the management has rightly relied on the decisions of the Apex Court as above, wherein their Lordships in para. 18 clearly observed :

"Section 2-A, however, covers only cases of discharge, dismissal, retrenchment or termination otherwise of services of an individual workman and not other matters which means that to give an example—if a workman is reduced in rank pursuant to a domestic inquiry, the dispute raised by him does not become an industrial dispute within the meaning of Section 2-A. (However, if the union or body of workmen espouses his cause, it does become an industrial dispute). We have given only one instance; there may be many disputes which would not fall within Section 2(k) or Section 2-A. It is obvious that in all such cases, the remedy is only in a Civil Court or by way of arbitration according to law, if the parties so choose. The machinery provided by the Industrial Disputes Act for resolution of disputes (in short, Sections 10 or 12) does not apply to such a dispute."

In view of the said, decision the reference can safely be said to be not maintainable. Issues Nos. 1 & 2 are therefore answered in the negative and the other issues do not survive and hence the following order is passed :

ORDER

Reference stands disposed of as not maintainable.

S. N. SAUNDANKAR, Presiding Officer

29-10-2001

नई दिल्ली, 21 जनवरी, 2002

का.आ. 531.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैंगलूर टेलीकॉम डिस्ट्रिक्ट के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण मैंगलूर के पंचाट (संदर्भ संख्या 147-171/97 को प्रकाशित

करती है, जो केन्द्रीय सरकार को 21-1-2002 को प्राप्त हुआ था ।

[सं. एल-40012/153/95-आई आर (डी.यू.),
सं. एल-40012/140/95-आई आर (डी.यू.),
सं. एल-40012/139/95-आई आर (डी.यू.),
सं. एल-40012/151/95-आई आर (डी.यू.),
सं. एल-40012/155/95-आई आर (डी.यू.),
सं. एल-40012/162/95-आई आर (डी.यू.),
सं. एल-40012/146/95-आई आर (डी.यू.),
सं. एल-40012/141/95-आई आर (डी.यू.),
सं. एल-40012/148/95-आई आर (डी.यू.),
सं. एल-40012/142/95-आई आर (डी.यू.),
सं. एल-40012/145/95-आई आर (डी.यू.),
सं. एल-40012/152/95-आई आर (डी.यू.),
सं. एल-40012/154/95-आई आर (डी.यू.),
सं. एल-40012/144/95-आई आर (डी.यू.),
सं. एल-40012/143/95-आई आर (डी.यू.),
सं. एल-40012/149/95-आई आर (डी.यू.),
सं. एल-40012/150/95-आई आर (डी.यू.),
सं. एल-40012/159/95-आई आर (डी.यू.),
सं. एल-40012/154/95-आई आर (डी.यू.),
सं. एल-40012/156/95-आई आर (डी.यू.),
सं. एल-40012/161/95-आई आर (डी.यू.),
सं. एल-40012/157/95-आई आर (डी.यू.),
सं. एल-40012/160/95-आई आर (डी.यू.)]

कुलदीप राय वर्मा, डैस्क अधिकारी

New Delhi, the 21st January, 2002

S.O. 531.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 147—171/97) 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 Mangalore Telecom Distt. and their workman, which was received by the Central Government on 21-1-2002.

[No. L-40012/153/95-IR(DU),
No. L-40012/140/95-IR(DU),
No. L-40012/139/95-IR(DU),
No. L-40012/151/95-IR(DU),
No. L-40012/155/95-IR(DU),
No. L-40012/162/95-IR(DU),
No. L-40012/146/95-IR(DU),
No. L-40012/141/95-IR(DU),
No. L-40012/148/95-IR(DU),
No. L-40012/142/95-IR(DU),
No. L-40012/145/95-IR(DU),
No. L-40012/152/95-IR(DU),
No. L-40012/154/95-IR(DU),
No. L-40012/144/95-IR(DU),
No. L-40012/143/95-IR(DU),
No. L-40012/149/95-IR(DU),
No. L-40012/150/95-IR(DU),
No. L-40012/159/95-IR(DU),

No. L-40012/154/95-IR(DU),
 No. L-40012/156/95-IR(DU),
 No. L-40012/161/95-IR(DU),
 No. L-40012/157/95-IR(DU),
 No. L-40012/160/95-IR(DU)]

ANNEXURE

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

Dated, 27th December, 2001

PRESENT :

Hon'ble Shri V. N. Kulkarni, B. Com., LLB.,
 Presiding Officer,
 CGIT-cum-Labour Court,
 Bangalore.

COMMON AWARD

C. R. No. 147/97

I PARTY

Shri K. Bhaskara Amin,
 C/o Shri K. Nagesh Kumar,
 Sri Ganesh Prasad,
 Malemar,
 Ashoknagar Post,
 Mangalore-575006.

II PARTY

The General Manager,
 Mangalore Telecom District,
 Old Kend Road,
 Mangalore-575001.

1. The Central Government by exercising the powers conferred by clause (d) of Sub-section 2A of Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide Order No. L-40012/153/95-IR(DU), dated 26th July, 1996 for adjudication on the following schedule :

SCHEDULE

"Whether the action of the management of Mangalore Telecom District in terminating the services of Shri Bhaskara Amin is proper, legal and justified? If not, to what relief the workman is entitled to?"

C. R. No. 148/97

I PARTY

Shri Jayaram,
 C/o Shri K. Nagesh Kumar,
 Sri Ganesh Prasad,
 Malemar,
 Ashoknagar Post,
 Mangalore-575006.

II PARTY

The General Manager,
 Mangalore Telecom District,
 Old Kend Road,
 Mangalore-575001.

1. The Central Government by exercising the powers conferred by clause (d) of Sub-section 2A of Section 10 of the Industrial Dispute Act, 1947 has referred this dispute vide Order No. L-40012/140/95-IR(DU) dated 26th July, 1996 for adjudication on the following schedule :

SCHEDULE

"Whether the action of the management of Mangalore Telecom District in terminating the services of Shri Jayaram is proper, legal and justified? If not, to what relief the workman is entitled to?"

C. R. No. 150/97

I PARTY

Shri K. Shankar Naik,
 C/o Shri K. Nagesh Kumar,
 Sri Ganesh Prasad,
 Malemar,
 Ashoknagar Post,
 Mangalore-575006.

II PARTY

The General Manager,
 Mangalore Telecom District,
 Old Kend Road,
 Mangalore-575001.

1. The Central Government by exercising the powers conferred by clause (d) of Sub-section 2A of Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide Order No. L-40012/139/95-IR(DU) dated 26th July, 1996 for adjudication on the following schedule :

SCHEDULE

"Whether the action of the management of Mangalore Telecom District in terminating the services of Shri K. Shankar Naik is proper, legal and justified? If not, to what relief the workman is entitled to?"

C. R. No. 151/97

I PARTY

Shri Eknath Jogi,
 C/o Shri K. Nagesh Kumar,
 Sri Ganesh Prasad,
 Malemar,
 Ashoknagar Post,
 Mangalore-575006.

II PARTY

The General Manager,
 Mangalore Telecom District,
 Old Kend Road,
 Mangalore-575001.

1. The Central Government by exercising the powers conferred by clause (d) of Sub-section 2A of Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide Order No. L-40012/151/95-IR(DU) dated 26th July, 1996 for adjudication on the following schedule :

SCHEDULE

"Whether the action of the management of Mangalore Telecom District in terminating the services of Shri Eknath Jogi is proper, legal and justified? If not, to what relief the workman is entitled to?"

C. R. No. 152/97

I PARTY

Shri Kumara Shettigar,
C/o Shri K. Nagesh Kumar,
Sri Ganesh Prasad,
Malemar,
Ashoknagar Post,
Mangalore-575006.

II PARTY

The General Manager,
Mangalore Telecom District,
Old Kend Road,
Mangalore-575001.

1. The Central Government by exercising the powers conferred by clause (d) of Sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide Order No. L-40012/155/95-IR (DU) dated 26th July, 1996 for adjudication on the following schedule :

SCHEDULE

"Whether the action of the management of Mangalore Telecom District in terminating the services of Shri Kumara Shettigar is proper, legal and justified? If not, to what relief the workman is entitled to?"

C. R. No. 153/97

I PARTY

Shri P. Chanjoji,
C/o Shri K. Nagesh Kumar,
Sri Ganesh Prasad,
Malemar,
Ashoknagar Post,
Mangalore-575006.

II PARTY

The General Manager,
Mangalore Telecom District,
Old Kend Road,
Mangalore-575001.

1. The Central Government by exercising the powers conferred by clause (d) of Sub-section 2A of Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide Order No. L-40012/162/95-IR (DU) dated 26th July 1996 for adjudication on the following schedule :

SCHEDULE

"Whether the action of the management of Mangalore Telecom District in terminating the services of Shri Chandjoji is proper,

legal and justified? If not, to what relief the workman is entitled to?"

C. R. No. 154/97

I PARTY

Shri B. Shivanna,
C/o Shri K. Nagesh Kumar,
Sri Ganesh Prasad,
Malemar,
Ashoknagar Post,
Mangalore-575006.

II PARTY

The General Manager,
Mangalore Telecom District,
Old Kend Road,
Mangalore-575001.

1. The Central Government by exercising the powers conferred by clause (d) of Sub-section 2A of Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide Order No. L-40012/146/95-IR (DU) dated 26th July, 1996 for adjudication on the following schedule :

SCHEDULE

"Whether the action of the management of Mangalore Telecom District in terminating the services of Shri Shivanna is proper, legal and justified? If not, to what relief the workman is entitled to?"

C. R. No. 156/97

I PARTY

Shri K. Raghu,
C/o Shri K. Nagesh Kumar,
Sri Ganesh Prasad,
Malemar,
Ashoknagar Post,
Mangalore-575006.

II PARTY

The General Manager,
Mangalore Telecom District,
Old Kend Road,
Mangalore-575001.

1. The Central Government by exercising the powers conferred by clause (d) of Sub-section 2A of Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide Order No. L-40012/141/95-IR (DU) dated 26th July, 1996 for adjudication on the following schedule :

SCHEDULE

"Whether the action of the management of Mangalore Telecom District in terminating the services of Shri K. Raghu is proper, legal and justified? If not, to what relief the workman is entitled to?"

C. R. No. 157/97

I PARTY

Shri B. Vittala,
C/o Shri K. Nagesh Kumar,
Sri Ganesh Prasad,
Malemar,
Ashoknagar Post,
Mangalore-575006.

II PARTY

The General Manager,
Mangalore Telecom District,
Old Kend Road,
Mangalore-575001.

1. The Central Government by exercising the powers conferred by clause (d) of Sub-section 2A of Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide Order No. L-40012/148/95-IR(DU) dated 26th July, 1996 for adjudication on the following schedule :

SCHEDULE

"Whether the action of the management of Mangalore Telecom District in terminating the services of Shri B. Vittala is proper, legal and justified? If not, to what relief the workman is entitled to?"

C. R. No. 158/97

I PARTY

Shri Shankar Handa,
C/o Shri K. Nagesh Kumar,
Sri Ganesh Prasad,
Malemar,
Ashoknagar Post,
Mangalore-575006.

II PARTY

The General Manager,
Mangalore Telecom District,
Old Kend Road,
Mangalore-575001.

1. The Central Government by exercising the powers conferred by clause (d) of Sub-section 2A of Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide Order No. L-40012/142/95-IR(DU) dated 26th July, 1996 for adjudication on the following schedule :

SCHEDULE

"Whether the action of the management of Mangalore Telecom District in terminating the services of Shri Shankar Handa is proper, legal and justified? If not, to what relief the workman is entitled to?"

C. R. No. 159/97

I PARTY

Shri K. Jaya,
C/o Shri K. Nagesh Kumar,
Sri Ganesh Prasad,

Malemar,
Ashoknagar Post,
Mangalore-575006.

II PARTY

The General Manager,
Mangalore Telecom District,
Old Kend Road,
Mangalore-575001.

1. The Central Government by exercising the powers conferred by clause (d) of Sub-section 2A of Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide Order No. L-40012/145/95-IR(DU) dated 26th July, 1996 for adjudication on the following schedule :

SCHEDULE

"Whether the action of the management of Mangalore Telecom District in terminating the services of Shri K. Jaya is proper, legal and justified? If not, to what relief the workman is entitled to?"

C. R. No. 160/97

I PARTY

Shri P. V. Skaniya,
Sri Ganesh Prasad,
Malemar,
Ashoknagar Post,
Mangalore-575006.

II PARTY

The General Manager,
Mangalore Telecom District,
Old Kend Road,
Mangalore-575001.

1. The Central Government by exercising the powers conferred by clause (d) of Sub-section 2A of Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide Order No. L-40012/152/95-IR(DU) dated 26th July, 1996 for adjudication on the following schedule :

SCHEDULE

"Whether the action of the management of Mangalore Telecom District in terminating the services of Shri P. V. Skaniya is proper, legal and justified? If not to what relief the workman is entitled to?"

C. R. No. 161/97

I PARTY

Shri Naveen Kumar,
C/o Shri K. Nagesh Kumar,
Sri Ganesh Prasad,
Malemar,
Ashoknagar Post,
Mangalore-575006.

II PARTY

The General Manager,
Mangalore Telecom District,
Old Kend Road,
Mangalore-575001.

1. The Central Government by exercising the powers conferred by clause (d) of sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No. L-40012|154|95-IR(DU) Dated 26th July 1996 for adjudication on the following schedule :

SCHEDULE

“Whether the action of the management of Mangalore Telecom District in terminating the services of Shri Naveen Kumar is proper, legal and justified ? If not to what relief the workman is entitled to ?”

C.R. No. 162|97

I Party

Shri Nagaraja Sherigar,
C/o Shri K. Nagesh Kumar,
Sri Ganesh Prasad,
Malemar,
Ashoknagar Post,
Mangalore-575 006.

II PARTY

The General Manager,
Mangalore Telecom District,
Old Kend Road,
Mangalore-575001.

1. The Central Government by exercising the powers conferred by clause (d) of sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No. L-40012|144|95-IR(DU) Dated 26th July 1996 for adjudication on the following schedule.

SCHEDULE

“Whether the action of the management of Mangalore Telecom District in terminating the services of Shri Nagaraja Sherigar, is proper, legal and justified ? If not to what relief the workman is entitled to ?”

C.R. No. 163|97

I PARTY

Shri B. Jayanarayana,
C/o Shri K. Nagesh Kumar,
Sri Ganesh Prasad,
Malemar,
Ashoknagar Post,
Mangalore-575 006.

II PARTY

The General Manager,
Mangalore Telecom District,
Old Kend Road,
Mangalore-575001.

1. The Central Government by exercising the powers conferred by clause (d) of sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No. L-40012|143|95-IR(DU) Dated 26th July 1996 for adjudication on the following schedule.

SCHEDULE

“Whether the action of the management of Mangalore Telecom District in terminating the services of Shri B. Jayanarayana is proper, legal and justified ? If not to what relief the workman is entitled to ?”

C.R. No. 164|97

I PARTY

Shri Laxman Poojari,
C/o Shri K. Nagesh Kumar,
Sri Ganesh Prasad,
Malemar,
Ashoknagar Post,
Mangalore-575 006.

II PARTY

The General Manager,
Mangalore Telecom District,
Old Kend Road,
Mangalore-575001.

1. The Central Government by exercising the powers conferred by clause (d) of sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No. L-40012|149|95-IR(DU) Dated 26th July 1996 for adjudication on the following schedule.

SCHEDULE

“Whether the action of the management of Mangalore Telecom District in terminating the services of Shri Laxman Poojari is proper, legal and justified ? If not to what relief the workman is entitled to ?”

C.R. No. 165|97

I PARTY

Shri K. Santosh,
C/o Shri K. Nagesh Kumar,
Sri Ganesh Prasad,
Malemar,
Ashoknagar Post,
Mangalore-575 006.

II PARTY

The General Manager,
Mangalore Telecom District,
Old Kend Road,
Mangalore-575001.

1. The Central Government by exercising the powers conferred by clause (d) of sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No. L-40012|150|95-IR(DU) Dated 26th July 1996 for adjudication on the following schedule:

SCHEDULE

C.R. No. 168/97

"Whether the action of the management of Managalore Telecom District in terminating the services of Shri K. Santosh is proper, legal and justified ? If not, to what relief the workman is entitled to ?"

C.R. No. 166/97

I PARTY

Shri K. Gopalakrishna,
C/o Shri K. Nagesh Kumar,
Sri Ganesh Prasad,
Malemar,
Ashoknagar Post,
Mangalore-575 006.

II PARTY

The General Manager,
Mangalore Telecom District,
Old Kend Road,
Mangalore-575001.

1. The Central Government by exercising the powers conferred by clause (d) of sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No. L-40012/159/95-IR(DU) Dated 26th July 1996 for adjudication on the following schedule:

SCHEDULE

"Whether the action of the management of Managalore Telecom District in terminating the services of Shri Gopalakrishna is proper legal and justified ? If not to what relief the workman is entitled to ?"

C.R. No. 167/97

I PARTY

Shri K. Udaya Kumar,
C/o Shri K. Nagesh Kumar,
Sri Ganesh Prasad,
Malemar,
Ashoknagar Post,
Mangalore-575 006.

II PARTY

The General Manager,
Managorle Telecom District
Old Kend Road,
Mangalore-575001.

1. The Central Government by exercising the powers conferred by clause (d) of sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No. L-40012/154/95-IR(DU) Dated 26th July 1996 for adjudication on the following schedule:

SCHEDULE

"Whether the action of the management of Mangalore Telecom District in terminating the services of Shri K. Udaya Kumar is proper, legal and justified ? If not, to what relief the workman is entitled to ?"

I PARTY

Shri B. Rajaram,
C/o Shri K. Nagesh Kumar,
Sri Ganesh Prasad,
Malemar,
Ashoknagar Post,
Mangalore-575 006.

II PARTY

The General Manager,
Mangalore Telecom District,
Old Kend Road,
Mangalore-575001.

1. The Central Government by exercising the powers conferred by clause (d) of sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No. L-40012/156/95-IR(DU) Dated 26th July 1996 for adjudication on the following schedule:

SCHEDULE

"Whether the action of the management of Mangalore Telecom District in terminating the services of Shri B. Rajaram is proper, legal and justified ? If not to what relief the workman is entitled to ?"

C.R. No. 169/97

I PARTY

Shri Henry D'Souza,
C/o Shri K. Nagesh Kumar,
Sri Ganesh Prasad,
Malemar,
Ashoknagar Post,
Mangalore-575 006.

II PARTY

The General Manager,
Mangalore Telecom District,
Old Kend Road,
Mangalore-575001.

1. The Central Government by exercising the powers conferred by clause (d) of sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No. L-40012/161/95-IR(DU) Dated 26th July 1996 for adjudication on the following schedule :

SCHEDULE

"Whether the action of the management of Mangalore Telecom District in terminating the services of Shri Henry D'Souza is proper, legal and justified ? If not to what relief the workman is entitled to ?"

C.R. No. 170/97

I PARTY

Shri K. Magesh Kumar,
C/o Shri K. Nagesh Kumar,
Sri Ganesh Prasad,

Malemar,
Ashoknagar Post,
Mangalore-575 006.

II PARTY

The General Manager,
Mangalore Telecom District,
Old Kend Road,
Mangalore-575001.

1. The Central Government by exercising the powers conferred by clause (d) of sub-section (2A) of the Section 10 of the National Disputes Act, 1947 has referred this dispute vide order No. L-400012/157/95-IR(DU) Dated 26th July 1996 for adjudication on the following schedule.

SCHEDULE

"Whether the action of the management of Mangalore Telecom District in terminating the services of Shri K. Magesh Kumar is proper, legal and justified? If not to what relief the workman is entitled to?"

C.R. No. 171/97

I PARTY

Shri K. R. Ramesh,
C/o Shri K. Nagesh Kumar,
Sri Ganesh Prasad,
Malemar,
Ashoknagar Post,
Mangalore-575 006.

II PARTY

The General Manager,
Mangalore Telecom District,
Old Kend Road,
Mangalore-575001.

1. The Central Government by exercising the powers conferred by clause (d) of sub-section (2A) of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No. L-40012/160/95-IR(DU) dated 26th July 1996 for adjudication on the following schedule:

SCHEDULE

"Whether the action of the management of Mangalore Telecom District in terminating the services of Shri K. R. Ramesh is proper, legal and justified? If not to what relief the workman is entitled to?"

2. These 23 cases on the submissions made by the learned counsel appearing for the parties are clubbed and heard together.

3. The dispute are similar and the management is similar therefore, these 23 cases were clubbed and as requested by the parties evidence was recorded in CR. 147/97 and it was submitted that the said evidence be read as evidence in other similar cases. Therefore, all these cases are disposed off by common award with a direction to keep a copy of the award in CR. Nos. 147/97 and in other cases i.e. CR. No. 148/97 to 171/97.

4. I have carefully perused the records. Claim Statement filed by the workmen in all these cases is similar except some dates. Therefore, in order to dispose off these cases the case of the workmen in brief can be narrated as follows :

5. The case of the first party workmen in CR. No. 147/97 and 148/97 is that they were recruited as Casual Labourer on 1-12-1985 by the department. Names were sponsored by the Employment Exchange, Mangalore. Both these workmen have worked till 1-8-1987 without any break.

6. It is their further case that they were terminated w.e.f. 1-8-87. The termination is illegal. These two workmen have worked for more than 240 days as stated in the Claim Statement. They have prayed to pass award in their favour.

7. In CR No. 150/97 the workman was recruited as Casual Mazdoor on 1-12-1985. He worked for more than 240 days. He was terminated on 1-8-1987.

8. In CR. No. 151/97 the workman was recruited as Casual Mazdoor in 1987 and he worked for more than 240 days. He was terminated but date is not given.

9. In CR. No. 152/97 the workman was recruited as Casual Mazdoor on 1-12-1985 and worked up to 1-8-87. It is his further case that he was terminated in August 1987. Other things are similar.

10. In CR. 153/97 the workman was recruited as Casual Mazdoor on 1-4-1986 and he was worked till 1-8-87 and he was terminated in August 1987. Other contentions are similar.

11. In CR. No. 154/97 the workman was recruited as Casual Mazdoor on 1-12-1985 and he worked upto 1-8-87 and he was terminated in August 1987. Other contentions are similar.

12. In CR. Nos. 156/97 to 167/97 the workmen were recruited as Casual Mazdoor on 1-12-1985 and worked up to 1-8-87 and they were terminated in August 1987. Other contentions are similar but dates are not given. In para 9 of the Claim Statement it is stated that the termination is illegal because the workmen have worked for more than 240 days and the total days on which they worked are 545 days.

13. In CR. No. 168/97 to 171/97 the workmen were recruited as Casual Mazdoor on 1-12-1985 and worked up to 1-8-1987. Other contentions are similar.

14. It is the further case of the workmen that some of the Casual labourers placed similarly were regularised and given work. These workmen have prayed to pass award in their favour.

15. Second Party appeared and filed Counter Statement in all these cases. In CR. No. 147/97 the contention of the management in brief is as follows :

16. It is true that the workman was engaged on 1-12-1986 and he worked up to 31-7-87 till he was terminated on 1-8-87. The workman was terminated as per orders of the Department of Telecommunication as stated in para 3 of the Counter.

The management has denied all the allegations made by the workman and said that the termination is not illegal.

17. In CR. No. 148/97 the management has denied the case of the workman. It is said that no appointment order was given. The workman was taken as Casual Labour on Muster roll and therefore, the question of termination does not arise at all. There are no records to support his appointment.

18. In CR. No. 150/97 the contention of the management is that the workman was engaged in 1986. He worked up to 31-7-87 and as per the orders of the Director of Telecommunication work was stopped in respect of casual labourers who appointed after 30-3-1985.

19. In CR. No. 151/97 the workman was engaged by the AE cables, Mangalore from 1-12-1985 and was worked up to 1-8-87. All other allegations are similar.

20. In CR. No. 152/97 was engaged by the Sub Divisional Officer of Telegraphs in November, 1986 and the workman worked up to 4-7-87 and work was stopped from 5-7-1987 as per the orders of the Higher Authority and it is said that the workman has not worked continuously for more than 240 days. Other allegations are similar.

21. In CR. No. 153/97 the workman was engaged by AE Cables, Mangalore on 1-4-1986 and worked up to 31-7-1987. He was terminated on 1-8-87. Other allegations are similar.

22. In CR. No. 154/97 the workman was engaged on 1-12-1985 and worked up to 31-7-1987. He was terminated on 1-8-1987. All other allegations are similar.

23. In CR. No. 156/97 the workman was engaged during December, 1984 and between July, 1985 to January, 1986 and from February, 1987 to March, 1987 and the contention is that the petitioner left the work in April, 1987. Other allegations are similar.

24. In CR. No. 157/97 it is only said that the workman was engaged in the department for communication work and he was not recruited as Casual Mazdoor. Other things are denied.

25. In CR. No. 158/97 the workman was engaged in June, 1985. He worked till 30-7-1987 and terminated on 31-7-1987. Other allegations are similar.

26. In CR. No. 159/97 the workman was engaged on 1-4-84 and he worked till November, 1986 and thereafter the workman himself left the work on 1-12-1986.

27. In CR. No. 160/97 the workman was engaged in June, 1986 and worked up to 30-7-1987. He was terminated on 31-7-1987. All other allegations are similar.

28. In CR. No. 161/97 the workman was engaged on 2-8-86 and he worked up to 31-7-1987 and thereafter he was not given work from 1-8-87. Other allegations are similar.

29. In CR. No. 162/97 the workman was engaged in May, 1985 and he worked up to 30-7-1987 and stopped work from 31-7-87. Other allegations are similar.

30. In CR. No. 163/97 the workman was engaged in September 1985 i.e. 10-9-1985 and he worked up to 31-8-1987 and he was not given work from 1-9-1987. Other allegations are similar.

31. In CR. No. 164/97 the workman was engaged on 12-2-1986. He worked up to 31-7-1987 and he was not given work from 1-8-1987. Other allegations are similar.

32. In CR. No. 165/97 the workman was engaged on 12-2-1986. He worked up to 31-7-1987 and he was not given work on 1-8-87. Other allegations are similar.

33. In CR. No. 166/97 the workman was engaged on 8-11-1985. He worked up to 31-7-1987 and thereafter he was not given work from 1-8-1987. Other things are similar.

34. In CR. No. 167/97 it is said that the workman was engaged in the year 1985 and worked up to 31-7-1987 and he was not given work from 1-8-87. Other allegations are similar.

35. In CR. No. 168/97 the workman was engaged from July 1981 and worked up to October 1982 and later the workman left the work by himself. Other contentions are similar. It is also said that the workman has raised this dispute after 15 years.

36. In CR. No. 169/97 the workman was engaged in October 1985 and worked up to March 1987 and the workman left the work on his own accord and the dispute is raised after 11 years.

37. In CR. No. 170/97 the workman was engaged on 1-12-1985 and worked up to 31-7-1987 and he was not given work from 1-8-1987. Other allegations are similar.

38. In CR. No. 171/97 the case of the management is that the workman has not worked in the department of telecommunication as per office records. Therefore the case itself is not maintainable.

39. It is seen from the records that as stated earlier the evidences is recorded in CR. No. 147/97.

40. It is seen from the records that on behalf of the workmen Shri B. Shivanna gave evidence as WW1. Against this management examined Shri Laxmi Narayan Bhat as MW1. His evidence is that he is working in the Department since 36 years and he is aware of the facts of the case. He further said that the first party workmen were working as Mazdoor in the department. He has stated that 14 persons i.e. in Case No. 151/97, 153/97, 158/97, 160/97, 161/97, 162/97, 163/97, 164/97, 165/97, 166/97 and 170/97 are shown but only 11 workman are in this case and others left the work. He further says that in remaining cases workmen have not worked for

240 days at all. It is his further evidence that they worked for cable and line maintenance work. On 30-3-1985 DOT wrote letter not to take fresh recruitment as per Ex. M2 and Ex. M3. There was a complete ban for recruitment. Ex. M4 and Ex. M5 are letters. He says in the cross examination that he has not seen letter Ex. W1. He further says that it is not attested and he is unable to explain anything. He says he is not aware of Ex. W2.

41. Against this one of the workmen Shri B. Shivanna gave evidence on behalf of these workmen. His evidence is that all workmen are similarly placed except the date of appointment and their termination. They were all sponsored by Employment Exchange. He worked continuously for 532 days without any break. He was not cross examined by the management, as it remained absent.

42. I have carefully perused the documents and I have heard written arguments. Ex. M1 is the letter of the department of telecommunication in respect of casual labourers engagement. It only shows that fresh recruitment and employment of casual labour for any type of work should be stopped in the department. This letter seems to be dated 30-3-1985. Ex. M2 is another letter seems to be given on 1-6-1987. Again directions were given to stop fresh recruitment. It is said that no fresh casual labourers were recruited. Ex. M3 is another letter of the department dated 7-7-1988. It also prohibits fresh employment of casual labourers. Ex. M4 is another letter seems to be given on 1-12-89 regarding casual labourers grant of temporary status and regularizational scheme.

43. Ex. M5 is the annexure of casual labourers. The provisions in the scheme are that vacancies in the Gr. D cadres in various offices of the Department of Telecommunications would be exclusively filled by regularization and no outsiders would be appointed to the cadre except in case of appointments on compassionate grounds till the absorption of all existing casual labourers on fulfilling the eligibility conditions including the educational qualifications prescribed in the relevant Recruitment Rules. However, Regular Group D staff rendered surplus for any reasons will have prior claim for absorption against the existing/future vacancies. In the case of illiterate casual labourers, the regularization will be considered only against these posts in respect of which illiteracy will not an impediment in the performance of duties. They would be allowed age relaxation equivalent to the period for which they had worked continuously as casual labour for the purposes of the age limits prescribed for appointment to the Group D cadre, if required. Outside Recruitment for filling up the vacancies in Gr. D will be permitted only under the conditions when eligible casual labourers are not available. It also said that the temporary status should be conferred on all the casual labourers currently employed and who have rendered a continuous service of at least one year, out of which they must have been engaged on work for a period of 240 days (206 days in the case of offices observing five day week) and they will be designated as Temporary Mazdoor.

44. I have carefully perused Ex. W1 and Ex. W2 dated 22-3-1994. According to this Ex. W1 temporary status to casual mazdoors was extended to

those casual mazdoor who were engaged between 31-3-1985 to 22-6-1988 and who were still continuing and they considered for regularization by conferring temporary status from the date of issue of DOT, ND instructions dated 17-12-1993. Ex. W2 is the minutes of special meeting.

45. Before I proceed to consider the case of these workmen, it will be convenient if, I carefully go through the High Court of Karnataka in Writ Appeals No. 7505/99, C/W W.A No. 7506, 7507, 7508, 7509, 7510, 7511, 7512, 7513, 7514, 8011 and W.A. 8012/99.

46. I have carefully perused the judgment in the above writ appeals. In the above cases the workmen concerned have been engaged on daily wages only for the purpose of completion of the project undertaken by the Telecom Department for laying Co-axial cables in the Belgaum District and that project has been completed in 1986-87 itself. The management in order to take the benefit of judgment in these above referred appeals has to clearly establish that these workmen in CR. Nos. 147/97, 148/97, 150/97 to 154/97, 156/97 and 157/97 to 171/97 were engaged for a particular project and that project has been completed and therefore, the question of regularising them does not arise.

47. I have carefully perused the counter filed by the management in all these cases. The department in all these cases, in the counter, have not stated that these workmen were engaged for any particular project and that project is completed.

48. Again MW1, the Sub Divisional Engineer has not stated in his evidence that these workmen were engaged for any particular project and that project is completed. On the other hand his evidence is that these workmen have worked for cable and line maintenance work. This gives an indication that these workmen were engaged for continuous maintenance work. I have strictly scrutinized the material in these cases.

49. In view of the finding of the High Court of Karnataka in the above referred appeals. I am of the opinion that there is not an iota of material in these cases to say that these workmen were engaged for a particular project and that particular project is completed and therefore I am of the opinion that the facts of these cases are quite different from the facts of the above referred appeals. The management cannot take any benefit of judgement in the above writ appeals.

50. According to some of the documents of the department, the casual worker who has worked continuously for more than 240 days has to be given temporary status and has to be regularised.

51. In these cases the learned counsel for the first party workmen himself has submitted that only workmen in CR. Nos. 147/97, 148/97, 150/97, 151/97, 152/97, 157/97, 159/97, 167/97 and 169/97 have produced some documents viz. registers of attendance and extracts and these 9 workmen have worked for more than 240 days and award be passed in their favour.

52. With this fair submission, I am of the opinion that the workmen in CR. No. 147/97, 148/97, 150/97, 151/97, 152/97, 157/97, 159/97, 167/97 and 169/97 have to be regularised by giving temporary status by the department on their fulfilling the necessary conditions required.

53. So far as workmen in remaining CR. Nos. 153/97, 154/97, 156/97, 158/97, 160/97 to 166/97, 168/97, 170/97, 171/97, the learned counsel for the first party himself has not filed any documents and has submitted that these workmen have not worked for more than 240 days continuously and they are not entitled for regularization.

54. I have given my best consideration to the material before me. I have carefully read the judgment of the High Court of Karnataka in the above referred appeals and I am of the opinion that the management has miserably failed to establish that these workmen were engaged for a particular project and that project is completed. In view of these facts I proceed to pass the following order :

ORDER

The reference is partly allowed and the department is directed to regularize the workmen in CR. Nos. 147/97, 148/97, 150/97, 151/97, 152/97, 157/97, 159/97, 167/97 and 169/97 by giving temporary status on fulfilling all the conditions required. No other benefits are given to these workmen. Further the References of workmen in CR. Nos. 153/97, 154/97, 156/97, 158/97, 160/97 to 166/97, 168/97, 170/97, 171/97 are rejected.

(Dictated to PA transcribed by her corrected and signed by me on 27th December, 2001.)

Dated : 27-12-2001.

V. N. KULKARNI, Presiding Officer.

नई दिल्ली, 21 जनवरी, 2002

का.आ. 53. — 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 निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चण्डीगढ़ के पंचाट (संदर्भ संख्या 68/95) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-1-2002 को प्राप्त हुआ था।

[सं. एल-40012/109/94-आईआर (डी.यू.)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 21st January, 2002

S.O. 532.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 68/95) 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 D/o Telecom

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and their workman, which was received by the Central Government on 21-1-2002.

[No. L-40012/109/94-IR(DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

BEFORE SHRI S. M. GOEL, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHANDIGARH

Case No. I.D. 68 of 1995

Sh. Man Mohan,
C/o Sh. B. R. Prabhakar,
Distt. President,
Lok Mazdoor Sangh, 63-C,
Kailash Nagar, Model Town,
Ambala City (Haryana)-133001.

Petitioner.

Vs.

General Manager,
Telecommunication,
Ambala Cantt-133001. Respondent.

APPEARANCES :

For the Workman.—None.

For the Management.—Shri G. C. Babbar.

AWARD

(Passed on 19th October, 2001)

The Central Govt. Ministry of Labour vide Notification No. L-40012/109/94-I.R.(D.U.) dated 4th August, 1995 has referred the following dispute to this Tribunal for adjudication :

“Whether the action of the management of General Manager Telecommunication, Ambala Cantt. is terminating the service of Shri Man Mohan Ex-temporary status mazdoor w.e.f. 5-12-92 is just, fair and legal? If not what relief the workman is entitled to and from what date?”

2. None has put appearance on behalf of the workman despite notices. It appears that workman is not interested to pursue with the present reference. In view of the above, since the workman is not interested to pursue with the reference, same is returned to the Central Govt. for want of prosecution Central Govt. be informed.

Chandigarh.

10-10-2001.

S. M. GOEL, Presiding Officer

नई दिल्ली, 21 जनवरी, 2002

का.आ. 533:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चण्डीगढ़ के पंचाट (संदर्भ संख्या 238/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-1-2002 को प्राप्त हुआ था।

[सं. एल-40012/103/2000-आईआर (डी यू)]

कुलदीप राय वर्मा, डैस्क अधिकारी

New Delhi, the 21st January, 2002

S.O. 533.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. 238/2000) 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 D/o Telecom and their workman, which was received by the Central Government on 21-1-2002.

[No. L-40012/103/2000-IR(DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

BEFORE SHRI S. M. GOEL, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHANDIGARH

Case No. ID 238/2000

Shri Balwinder Singh,
C/o Sh. N. K. Jeet, President,
Telecom Labour Union, Mohalla
Hari Nagar, Lal Singh Basti Road,
Bhatinda (Ph.)-151001. Petitioner.

Vs.

The General Manager,
Deptt. of Telecom,
Hoshiyarpur-152001. Respondent.

REPRESENTATIVES :

For the Workman.—None.

For the Management.—Deepali Puri.

AWARD

(Passed on 17th October, 2001)

The Central Govt. Ministry of Labour vide Notification No. L-40012/103/2000/IR(DU) dated 31-5-2000 has referred the following dispute to this Tribunal for adjudication :-

“Whether the action of the management of General Manager, Telecom, Hoshiarpur in ordering disengagement/termination of services of Sh. Balwinder Singh a workman engaged through Contractor Sh. Ashok Kumar Sharma w.e.f. 9-3-99 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. Despite many opportunities, no claim statement has been filed. It appears that workman is not interested to pursue with the present reference. In view of the above, since the workman is not interested to pursue with the present reference, the same is returned to the Central Govt. for want of prosecution. Central Govt. be informed.

Chandigarh

17-10-2001

S. M. GOEL, Presiding Officer

नई दिल्ली, 21 जनवरी, 2002

का.आ. 534:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चण्डीगढ़ के पंचाट (संदर्भ संख्या 237/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-1-2002 को प्राप्त हुआ था।

[सं. एल-40012/102/2000-आईआर (डी यू.)]

कुलदीप राय वर्मा, डैस्क अधिकारी

New Delhi, the 21st January, 2002

S.O. 534.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of

1947), the Central Government hereby publishes the award (Ref. No. 237/2000) 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 D/o Telecom and their workman, which was received by the Central Government on 21-1-2002.

[No. L-40012/102/2000-IR(DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

BEFORE SHRI S. M. GOEL, PRESIDING OFFICER, CENTRAL GOVT., INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHANDIGARH

Case No. I.D. 237/2000

Shri Jarnail Singh,
C/o Sh. N. K. Jeet, President,
Telecom Labour Union,
Mohalla Hari Nagar, Lal Singh,
Basti Road, Bhatinda Pb.-151001.

.. Petitioner.

Vs.

The General Manager,
Deptt. of Telecom,
Hoshiyarpur-152001.

.. Respondent.

REPRESENTATIVES :

For the Workman.—None.

For the Management.—Deepali Puri.

AWARD

(Passed on 17th October, 2001)

The Central Govt. Ministry of Labour vide notification No. L-40012/102/2000/ID(DU) dated 31-5-2000 has referred the following dispute to this Tribunal for adjudication :—

“Whether the action of the management of General Manager, Telecom, Hoshiyarpur in ordering disengagement/termination of services of Sh. Jarnail Singh a workman engaged through Contractor Sh. Ashok Kumar Sharma w.e.f. 1-3-99 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. Despite many opportunities, no claim statement has been filed. It appears that workman is not interested to pursue with the present reference. In view of the above, since the workman is not interested to pursue with the present reference, the same is returned to the Central Govt. for want of prosecution. Central Govt. be informed.

Chandigarh

17-10-2001

S. M. GOEL, Presiding Officer

नई दिल्ली, 21 जनवरी, 2002

का.आ. 535:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डाक विभाग के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण चेन्नई, के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-1-2002 को, प्राप्त हुआ था।

[सं. एल-40012/90/95-आई आर (डीयू)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 21st January, 2002

S.O. 535.—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, Chennai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of D/o Post and their workman, which was received by the Central Government on 21-1-2002.

[No. L-40012/90/95-IR(DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL, TAMIL NADU CHENNAI

Wednesday, the 19th day of December, 2001

PRESENT :

Thiru S. R. Singharavelu, B.Sc. B.L.,
Industrial Tribunal.

Industrial Dispute No. 50 of 1996

(In the matter of dispute for adjudication under Section 10(1)(d) of the Industrial Dispute Act, 1947 between the Workman and the Management of the Sr. Supdt. of Post Offices, Kovilpatti Divn. Kovilpatti-627701.)

BETWEEN

Sri M. Thangaraj,
S/o Madasamy,
Karadikulam B.O.,
Kalugumalai-627752.

AND

The Sr. Supdt. of Post Offices,
Kovilpatti Divn.,
Kovilpatti-627701.

REFERENCE :

Order No. L-40012/90/95-IR(DU) dated 27-6-96,
Ministry of Labour, Government of India, New Delhi.

This dispute coming on for final hearing on Friday, the 14th day of December, 2001, upon perusing the reference, Claim and Counter Statements and all other material papers on record and upon hearing the arguments of Smt. S. Jothivani and V. Kasthuri, advocates appearing for the workman and of Thirumathi C. K. Vishnupriya, Additional Central Government Standing Counsel, appearing for the Management, and this dispute having stood over till this day for consideration, this Tribunal made the following :

AWARD

The Government of India has referred the following issue for adjudication by this Tribunal :

"Whether the action of the Sr. Supdt. of Post Offices, Kovilpatti Division in dismissing the services of Sh. M. Thangaraj is justified? If not, to what the concerned workman is entitled to?"

2. The main averments found in the Claim Statement of the Petitioner are as follows :

The petitioner was appointed as Extra Departmental Branch Post Master at Karadikulam P.O. in the year 1980. The petitioner was issued charged Memo dated 24-12-1990 alleging the following charges against the petitioner. (i) That the petitioner did not bring into accounts, Rs. 315 being the value and commission of money order booked on 8-8-90. (ii) The petitioner did not bring to accounts Rs. 54 being the value and commission of M.O. dated 29-8-1990. (iii) that the petitioner had shown as effected payment of one money order for Rs. 150 but did not hand over the value of the M.O. to the payee. The enquiry officers conducted the enquiries in a perfunctory manner which is of violation of the principles of natural justice. Based on the enquiry officer report the respondent herein imposed the punishment of dismissal from service. In view of the non supplies of the documents cited in the Annexure III in the petitioner has been denied a reasonable opportunity to place his defence. Moreover the charge where framed based on documents collected behind the back of the petitioner. The enquiry is illegal since the enquiry officer being the subordinate to the respondent. The evidence recorded in the fact find enquiry in the absence of the Government servant concerned should not be brought therefore the ordained procedure prescribed in the rules have been violated. The imposition of punishment of dismissal from service, the highest punishment is disproportionate and compared to the gravity of the charges. It is therefore prayed that this Court may be pleased to pass an award to direct the respondent to reinstate the petitioner as Extra-departmental branch Post Master, Karadikulam with all attendant service and monetary benefits.

3. The main averments found in the Counter statement of the respondent are as follows :

The inquiry was commenced on 22-2-91 and in that sitting, the petitioner and his nominated defence assistant Sri C. Ramachandran Retd., Postmaster, Aruppukottai had inspected all the documents listed in Annexure III of the charge sheet and xerox copy of the necessary documents were also given on the same day. Totally 10 sittings were held in the case. 12 (twelve) state witnesses were examined and 19 documents were filled by the prosecution side in the presence of the petitioner and his defence assistant Sri C. Ramachandran, Retired postmaster, Aruppukottai. One defence witness was produced and he was examined the petitioner was also examined as defence witness as per his request. The final sitting was held on 11-10-91. The presenting officer had submitted his brief on 18-10-91. The defence brief on Presenting officers Brief was received on 25-11-91 by Inquiry authority. The Inquiry authority submitted his report on 4-12-91. The IO report was sent to the petitioner on 4-12-91 and the petitioner submitted his reply on the Inquiry officers report on 16-12-91 to the SSPOs Kovilpatti Dn. The petitioner was dismissed from service vide Memo No. FI/3/90-91 dated 3-1-92. The petitioner went on appeal to the DPS, Madurai vide his appeal dated 4-4-92 and the same was rejected. There is no bar to appoint the subordinates to function as Inquiry officer and Presenting officer as Inquiry is a fact finding one

only. Hence the allegation of the petitioner that the Inquiry officer and Presenting officer were subordinates of the Disc. Authority does not hold any water. Copy of the day today proceedings along with the copy of the deposition of the witnesses were also provided to them then and there and every opportunity was given to the petitioner as detailed in the rules and regulations of the Department. Hence the allegations that the Inquiry as conducted in a perfunctory manner is not correct. On receipt of Charge sheet he submitted his representation on 12-1-91. Hence the question of non supply of documents along with the charge sheet is not correct. The second part of the allegations that the statements collected not in his presence ought not had been relied for issuing charge sheet is not correct in as much as every opportunity was given to cross-examine the State witnesses to the petitioner. The statements were obtained during the preliminary inquiry by the ASPOs, Kovilpatti West Sub Divn. according to Rules only. The petitioner was given ample opportunity to present himself and his defence Assistant during the fact finding enquiry by IO in which the deposition of those public were recorded and IO submitted his report based only on this fact finding inquiry. No such rules is now in force contemplating that the statements has to be recorded in the presence of the charged official. It can also be recorded without his knowledge. They were shown to the petitioner then during the preliminary enquiry and in the oral inquiry and he was permitted to cross-examine the state witnesses with the assistance of his Defence Assistant. Hence the allegations of the petitioner are not correct. The petitioner has cheated three of the publics in the capacity as EDBPM Karadikulam and destroyed the image of the Department in the eyes of the Rural publics. Hence awarding the punishment by the Disc. authority/Appellate Authority is proportionate to the crime committed by the petitioner. Actions were taken only in accordance with the rules and regulations prevailed then and the petitioner claim that he should be reinstated into service with all attendant benefits are not possible as per the rules of the Department. It is prayed that this Court may be pleased to dismiss the above petition.

4. On behalf of petitioner, Exs. W1 to W11 were marked by consent. On behalf of respondent, Exs. M1 to M28 were marked by consent. No witnesses were examined for both sides.

5. The point for consideration is whether the action of the Sr. Supdt. of Post offices, Kovilpatti Division is dismissing the services of Sh. M. Thangaraj is justified? If not to what relief the concerned workman is entitled to?

6. THE POINT : The petitioner Thiru M. Thangaraj was first appointed in the year 1980 as an Extra-departmental branch Post Master (EDBPM) at Karadikulam B.O. under the Superintendence of Kovilpatti office. A Charge memo was issued to him through Ex. W1 dated 24-12-90 for the following charges :

- (i) That the petitioner did not bring into accounts, Rs. 315 being the value and commission of money order booked on 8-8-90.
- (ii) The petitioner did not bring to accounts Rs. 54 being the value and commission of M.O. dated 29-8-90; and
- (iii) that the petitioner had shown as effected payment of one money order for Rs. 150 but did not hand over the value of the M.O. to the payee.

There was a letter for enquiry marked as Ex. W2 dated 31-1-91. The defence statement dated 11-10-91 of the petitioner was marked as Ex. W3. The brief of the Presenting Officer and the reply for the same by the petitioner were respectively marked as Ex. W4 and W5. The defence put in by the petitioner-workman was that he had brought into account the amounts mentioned in the Charge Memo on 18-9-90, that is immediately following the day on which he was entrusted with the amount after office hours on 17-9-90.

7. Regarding the above charges, there was an enquiry, and the daily adjudication of the inquiry proceedings were marked as Exs. M5 to M14. The report of the enquiry officer was marked on the side of the management as Ex. M17; and the same was marked on the workman side as Ex. W6. The explanation thereto by the petitioner was marked as Ex. W7. Ex. M19 is the Order of termination. An appeal preferred by

the petitioner through Ex. W8 and the same was dismissed through Ex. W9 on 16-4-93.

I.D. 50/96

Witnesses examined

For Petitioner/Workmen : None

For Respondent/Management : None

Documents marked

For Petitioner/Workmen :

- Ex. W1 24-12-90 : Charge-Memo.
- Ex. W2 30-1-91 : Letter for enquiry.
- Ex. W3 11-10-91 : Defence Statement.
- Ex. W4 18-10-91 : Brief submitted by the Presenting officer.
- Ex. W5 25-11-91 : Defence brief submitted by the petitioner.
- Ex. W6 4-12-91 : Enquiry officer's Report.
- Ex. W7 .. : Explanation on I.O's report.
- Ex. W8 4-4-92 : Appeal submitted by the petitioner.
- Ex. W9 16-4-93 : Appellate order.
- Ex. W10 .. : Petition Under Sec. 2-A of I.D. Act.
- Ex. W11 .. : Reply filed by respondent.

For Respondent/Management :

- Ex. M1 24-12-90 : Memo of charges
- Ex. M2 25-1-91 : Appointment order of Enquiry officer.
- Ex. M3 7-8-91 : Appointment order of Enquiry officer-II.
- Ex. M4 25-1-91 : Appointment order of Presenting officer.
- Ex. M5 22-2-91 : Daily order sheet No. 1 of Enquiry proceedings.
- Ex. M6 7-3-91 : Daily order sheet No. 2 of Inquiry proceedings.
- Ex. M7 27-3-91 : Daily order sheet 3 of Inquiry proceedings.
- Ex. M8 19-6-91 : Daily order sheet 4 of Inquiry proceedings.
- Ex. M9 25-6-91 : Daily order sheet 5 of Inquiry proceedings.
- Ex. M10 10-7-91 : Daily order sheet 6 of Inquiry proceedings.
- Ex. M11 11-7-91 : Daily order sheet 7 of Inquiry proceedings.
- Ex. M12 11-7-91 : Daily order sheet 8 of Inquiry proceedings.
- Ex. M13 21-9-91 : Daily order sheet 9 of Inquiry proceedings.
- Ex. M14 11-10-91 : Daily order sheet 9 of Inquiry proceedings.
- Ex. M15 18-10-91 : Presenting officer's Written brief.
- Ex. M16 25-11-91 : Defence Brief submitted by Inquiry officer.
- Ex. M17 2-12-91 : Inquiry Report submitted in Inquiry officer.
- Ex. M18 26-12-91 : Representation of Thiru M. Thangaraj against Inquiry report.
- Ex. M19 3-1-92 : Proceedings by Senior Supdt. of Kovilpatti.
- Ex. M20 16-4-93 : Appellate order issued by Director of Postal Services Southern Region, Madurai.
- Ex. M21 8-8-90 : Money order Receipts of Karadikulam B.O.
- Ex. M22 8-8-90 : Money order Form for Rs. 300 payable to C. Krishnasamy.
- Ex. M23 8-8-90 : Branch office daily account of Karadikulam.

8. So far as Payment of Money Order of Rs. 150 to one Valliyammal, the management had examined the said lady as MW6. During the enquiry, Valliyammal's Money order was exhibited as Document No. 2 and it bears No. 1738 dt. 11-9-90 of Red Fields for Rs. 150. Her earlier statement before the ASP Kovilpatti was marked as Ex. P3 in the domestic enquiry. The witnesses had corroborated the contents of both these documents. The petitioner had mentioned in Ex. P8 as if he had paid it to the payee even on 17-9-90; but whereas Valliyammal said that she did not receive. What the learned counsel for the petitioner argued was that the Left Thumb impression of Valliyammal in her statement has not been sent for analysis. The petitioner had not even asked for the same during the time of enquiry. In that event the management was not necessitated to send it for analysis because even according to the management, her statement was given before the ASP, Kovilpatti Sub Division and that statement formed part of the Records in the regular course of business of the management. What all the petitioner in his defence brief had stated was that the statements were untrue and were only a make believe affair. There is no enmity between him and the deponent or the officer before whom was deposed. Therefore, to inculcate malafides on a particular document which was produced from the routine course of business of the management and was corroborated by the payee Mrs. Valliyammal who was also examined as a witness in the course of enquiry, is unacceptable, unless there is any inconsistency or contradiction in the course of that evidence. But no such inconsistency was pointed out. In the absence of any such contradiction mere attribution of motive cannot by itself go to support the case of the petitioner. Therefore the Charge in that connection is found proved.

9. So far as Money order of Rs. 315 it has not been brought into account on 8-8-90. Ex. M21 do show the entrustment of such amount to the petitioner. Ex. M23 shows that it was not brought into account. Ex. M21 bears the signature of the petitioner whereby it is understandable that a sum of Rs. 315 was entrusted to him on 8-8-90. The date of seal of Karadikulam Branch office is found upon Ex. M21 itself which clearly shows the date as 8-8-90. That document also bears the signature of the petitioner. Thus the petitioner's entrustment of Rs. 315 Money order was proved by the management. It is for the petitioner to show that he had immediately paid the same to the payee after bringing into account. His answer that on 18-9-90, it was brought into account will show only his misconduct. This is so because public money when once entrusted should be delivered to the payee on its being brought into account at once. There is no reason for keeping the amount for 10 days. The charge itself is for not having brought into account. Therefore the management is not burdened with proving any misappropriation. This is so because keeping the amount himself without bringing into proper account amounts to misconduct. What all the petitioner would say is that he was entrusted with the amount only on 17-9-90 and that too out of Office hours. There is no proof for the same, on the contrary Ex. M21 falsifies the above theory of the petitioner as if he was entrusted with the amount on 17-9-90. On the other hand Ex. M21 proves the entrustment on 8-8-90. Therefore it is a clear case of misconduct.

10. So far as the amount of Rs. 54 is concerned. Ex. M24 bears the date stamp on 29-8-90 and it bears the signature of the petitioner. Here is also a case of entrustment of Money order of Rs. 54 proved against the petitioner. He cannot be heard to say that he was entrusted only on 17-9-90 and that he had brought into account on 18-9-90. This theory of petitioner is falsified by the mere production of Ex. M24. Ex. M25 is the concerned Money order form. Therefore all the charges got proved and the petitioner's case is unbelievable. When there is such failure of duty in bringing public money into account it is deducible that it was for the malafide motive. So no leniency or sympathy can be shown. The Order of termination of the petitioner is justified. Award passed accordingly. No costs.

Dated at Chennai, this 19th day of December, 2001.

S. R. SINGHARAVELU, Industrial Tribunal

- Ex. M24 28-8-90 : Money order Receipt No. 79 for Rs. 54 of Karadikulam B.O.
- Ex. M25 28-8-90 : Money order Form payable to K. Sumutharam for Rs. 51.
- Ex. M26 28-8-90 and 11-9-90 : Money order No. 1738/ paid voucher for Rs. 150 payable to Tmt. Valliammal.
- Ex. M27 17-9-90 : Branch office daily account of Karadikulam B.O.
- Ex. M28 : Liabilities of Branch office (vide details below) for Rs. 620.

Sd/-
Industrial Tribunal

नई दिल्ली, 21 जनवरी, 2002

का.आ. 536:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूरसंचार विभाग के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चण्डीगढ़ के पंचाट (संदर्भ संख्या 239/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-1-2002 को प्राप्त हुआ था।

[सं. एल-40012/71/2000-आई आर (डीयू)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 21st January, 2002

S.O. 536.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 239/2000) 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 D/o Telecom and their workman, which was received by the Central Government on 21-1-2002.

[No. L-40012/71/2000-IR(DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

BEFORE SHRI S. M. GOEL, PRESIDING OFFICER, CENTRAL GOVT., INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHANDIGARH

I.D. 239/2000

Shri Darshan Singh,
C/o Sh. N. K. Jeet, President,
Telecom Labour Union,
Mohalla Hari Nagar, Lal Singh Basti
Road, Bhatinda Ph-151001. Petitioner.

Vs.

The General Manager,
Deptt. of Telecom,
Hoshiarpur-152001, Respondent.

REPRESENTATIVES :

For the Workman.—None.

For the Management.—Deeplai Puri.

AWARD

(Passed on 17th October, 2001)

The Central Govt. Ministry of Labour vide notification No. L-40012/71/2000-IR(DU) dated 31-5-2000 has referred the following dispute to this Tribunal for adjudication :—

“Whether the action of the General Manager, Telecom, Hoshiarpur (Pb) in ordering disengagement/termination of services of Sh. Darshan Singh a workman engaged through Contractor Sh. Ashok Kumar Sharma, w.e.f. 8-8-98 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. Despite many opportunities, no claim statement has been filed. It appears that workman is not interested to pursue with the present reference. In view of the above, since the workman is not interested to pursue with the present reference, the same is returned to the Central Govt. for want of prosecution. Central Govt. be informed.

Chandigarh

17-10-2001

S. M. GOEL, Presiding Officer

नई दिल्ली, 21 जनवरी, 2002

का.आ. 537:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कैंटीन रन बाय हेडक्वार्टर के.के.जी. सब एगिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण बैंगलूर के पंचाट (संदर्भ संख्या 43/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-1-2002 को प्राप्त हुआ था।

[सं. एल-14012/130/98 आई आर (डीयू)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 21st January, 2002

S.O. 537.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of

1947), the Central Government hereby publishes the award (Ref. No. 43/99) 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 Canteen run by HQ KKG Sub-Area and their workman, which was received by the Central Government on 21-1-2002.

[No. L-14012/130/98-IR(DU)]
KULDIP RAI VERMA, Desk Officer
ANNEXURE

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

Dated : 31st December, 2001

PRESENT :

HON'BLE KULKARNI, PRESIDING
OFFICER

C.R. No. 43/99

I Party :

Sh. K. Srikumar,
S/o K. Krishnapillai,
C/o Anitha, No. 126, RBI colony,
F. A. Farm Post, Gagenahalli,
Bangalore-560024.

II Party :

The Chairman,
Commander H. Q.,
KKG Sub-area,
Bangalore-560001.

APPEARANCES :

I Party.—A. J. Srinivasan, Advocate.

II Party.—Col. Bhupinder Singh (Retd.),
Advocate.

V. N. Holla, Advocate.

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-14012/130/98/IR(DU) dated 26-04-1999 for adjudication on the following schedule :—

SCHEDULE

“Whether the Canteen run by HQ
Karnataka, Kerala & Goa Sub-Area,

Bangalore is an Industry under the Industrial Dispute Act, 1947? If so, whether the action of the Canteen Management run by the HQ Karnataka, Kerala & Goa Sub-Area, Bangalore in terminating the service of Sh. K. Srikumar is legal and justified? If not, to what relief the workman is entitled?”

2. It is seen from the records that I party is not present since long time. Counsel is not present since a long time. For the Management Col. Bhupinder Singh (Retd.) and Sh. V. N. Holla are present.

3. It was said by the learned counsels for the management that similar 27 cases were withdrawn by the workmen saving that they have approached the Central Administrative Tribunal. It appears for that reason, the workman in this case is not interested and has remained absent. No purpose will be served if the reference is kept pending. Taking all this into consideration, I pass the following Order :

ORDER

Reference is disposed off for Non-Prosecution.

(Dictated to the D C in open court, transcribed by him, corrected and signed by me on 31st December, 2001).

V. N. KULKARNI, Presiding Officer

नई दिल्ली, 21 जनवरी, 2002

क.आ. 538.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूच में, केन्द्रीय सरकार सब डिप्टीजन्त ऑफिसर, टेलेग्राफ के प्रबंधक के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण गुवाहाटी के पंचाट (संदर्भ संख्या 7(सी)/2001) को प्रकटित करती है, जो केन्द्रीय सरकार को 21-1-2002 को प्राप्त हुआ था।

[सं. एल. 40011/7/2001—प्रति आर (डीयू)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 21st January, 2002

S.O. 538.—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, Guwahati as shown in the Annexure in the industrial dispute between the employers in

relation to the The Sub Divisional Officer, Telecom and their workmen, received by the Central Government on 21-01-2002.

[No. L-40011/7/2001-IR(DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

IN THE INDUSTRIAL TRIBUNAL, GUWAHATI, ASSAM

Reference No. 7(C) of 2001

PRESENT :

Shri K. Saxena, LL.B.,

Presiding Officer,

Industrial Tribunal, Guwahati.

In the matter of an Industrial Dispute between:

The Management of the Sub-Divisional Officer, Telecom, Kamrup, Bharalumukh.

Vs.

Shri Pabitra Das

Date of Award : 7-12-2001

AWARD

The reference arising out of the Govt. Notification No. L-40011/7/2001-IR(DU) dtd. 27-6-2001 relates to the dispute indicated in the schedule below :—

“Whether the action of the management of Sub-Divisional Officer, Telecom in terminating the services of Sh. Pabitra Das w.e.f. 1-1-96 is justified? If not, to what relief the workman is entitled?”

Along with this reference, I propose to dispose two other references bearing No. 8(C) 01 & 9(C) 01 raised against the same management by three different workmen on similar issue. The workman Pabitra Das in reference No. 7(C)01, workman Dharmendra Bora in reference No. 9(C)01 and workman Dipak Das in ref. No. 8(C)01 have raised these industrial disputes against the same management for adjudication of disputes mentioned in the order of reference by the referring authority. Notices upon both the parties have been served properly. The management have appeared and filed their written statement in each of the references. But none of the workmen even after receiving notice has appeared nor any step is taken. The disputes in question have been raised at the instant of the workmen and hence it is

their duty to establish the case. As the workmen have not appeared nor any step is taken under such circumstances, I am left with no other alternative but to hold that there exists no dispute between the parties and reference may be disposed by passing a no dispute award. Accordingly, a no dispute award is passed in each of the references disposing the same finally. Prepare an award accordingly.

K. SAXENA, Presiding Officer

नई दिल्ली, 21 जनवरी, 2002

का.आ. 539.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महानगर टेलीफोन निगम लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निश्चित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम सहायक नं. 2, मुम्बई के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-1-2002 को प्राप्त हुआ था।

[सं. एल. 40011/39/95—आई आर (डी.यू.)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 21st January, 2002

S.O. 539.—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. 2, Mumbai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M.T.N. Ltd. and their workman, which was received by the Central Government on 21-1-2002.

[No. L-40011/39/95-IR(DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL NO. II, MUMBAI

PRESENT :

S. N. Saundankar, Presiding Officer.

REFERENCE NO. CGIT-2/115 of 1998

EMPLOYERS IN RELATION TO THE MANAGEMENT
OF MAHANAGAR TELEPHONE NIGAM LIMITED

The Chief General Manager,
Mahanagar Telephone Nigam Ltd.,
Telephone House, Prabhadevi,
Dadar (West), Mumbai-400028.

AND

THEIR WORKMEN

The Circle Secretary,
All India Telecom Employees Union,
Class III, New Municipal Labour Comp,
Ward No. 2, Block 5, Room No. 1,
Sewree, Mumbai-400015.

APPEARANCES :

For the Employer : Ms. Yogita Mestry, Advocate holding for Ms. V. S. Masurkar.

For the Workmen : Mr. N. Y. Lokhande, Representative.

Mumbai, dated 25th October, 2001

AWARD

The Government of India, Ministry of Labour, by its Order No. L-4001139/95-IR(DU), dated 17-8-1998, in exercise of the powers conferred by clause (d) of Sub-section (1) of Section 10 of the Industrial Disputes Act, 1947:—

"Whether the action of the management of Mahanagar Telephone Nigam Ltd., Bombay in terminating the services of S/Shri A. K. Ankush, Baliram L. Thakur, Messappa Burnappa, B.R. Yadav, Sudhir S. Narvekar, Eknath Govind Khare, Rajbihari Ramkishore Yadav, Babasaheb B. Tribhuvan and Sampet Limbaji Ahire is legal and justified? If not, to what relief the workmen are entitled?"

2. The Employees Union vide Statement of Claim (Exhibit-7) contended that the persons named in the reference except A. K. Ankush as pointed out in Annexure 'A', were employed by the M.T.N.L. However, they were removed suddenly on the dates shown against their names in Annexure 'A', without giving any notice, notice pay or any other legal compensation as per the provisions of Industrial Disputes Act. It is the contention of the union that the above persons have completed 240 days in preceeding 12 calendar months, they have not abandoned the services on their own, but their services have been illegally terminated by the Mahanagar Telephone Nigam Ltd., Mumbai. They were given sweet assurances when they went for inquiry for a long time. When they learnt cases of reinstatement of other employees they approached the Assistant Labour Commissioner (C); but in vain. It is contended that the persons named in the reference since worked in M.T.N.L. for more than 240 days, removed illegally, be reinstated in service with back wages.

3. Vide Order on (Exhibit-8), dated 12-1-1999, management filed Written Statement of the concerned employees separately vide (Exhibit-10 to 17). It is contended that the claim is hopelessly delayed which indicated to show that they were not interested in employment. It is contended that all these persons were engaged as daily rated casual labourers. Mussappa was engaged in the month of July 1985 and worked for 31 days. He was not sponsored by the employment exchange but was locally engaged for very urgent work for sometime. He was engaged intermittently for 171 days in the calendar year 1986 and thereafter as daily rated casual labourer, for completing some urgent work. He was fully aware that his engagement was purely as a stop gap arrangement. He was not removed by the management, however, he stopped coming for work. Therefore, provisions of Section 25 F of the Industrial Disputes Act are not applicable. It is contended so far Sudhir Narvekar is concerned he was engaged as a daily rated casual labourer for the month of April 78. He was not sponsored by the employment exchange. He did not represent for his employment from 1982 for last 12 years and therefore his claim is belated. Management denied that the above said person was removed. It is contended he abandoned the job of his own. It is contended Rajbihari did not turn up for 18 years. He failed to come on duty. As they have not completed 240 days in a calendar year, question of payment of retrenchment compensation does not arise. It is contended the claim is devoid of substance and therefore be dismissed with costs in-limni.

4. By the Rejoinder (Exhibit-19) it is contended by the union that the employees were continuously enquiring with the authorities concerned and that ultimately they come to know that the management is playing hoax with them, therefore time was consumed. It is contended that the delay can be condoned for substantial justice. It is contended that Sudhir worked from 1-4-1978 to 1982 without break i.e. more than 240 days and that he was sponsored by employment exchange. It is contended R.R. Yadav was employed in 1983, and that he worked for more than 240 days. It is contended Babasaheb also worked 240 days. However the office did not maintain their record properly. It is their contention that, B.R. Yadav was taken as Mazdoor and that he was in the employment since 1980 to December, 1982. However, due to his sickness he was not taken on duty. So far Eknath, it is contended, he has worked 258 days as

seen from the office letter dated 5-6-1986. So far Sampat is concerned, he continuously worked from September 1985 till April 1988 as seen from the office letter dated 9-10-1991. Consequently union contended that claim of reinstatement be allowed, adopting liberal approach in condoning delay.

5. On the basis of the pleadings my Learned Predecessor framed issues at Exhibit-20. Union filed affidavit of workers B.R. Yadav, Sudhir Narvakar, R.R. Yadav and Sampat Ahire vide (Exhibit-21 to 24) and closed evidence vide purshis (Exhibit-31). On behalf of the management its officials, Mr. S.V. Khupsare; Mr. Kotesware, Mr. B.D. Jadhav, Mr. S. H. Rajkotwala, Mr. J. B. Gour, Mr. V. N. Venkatraman; Mr. J.B. Gaur; and Mr. S.A. Mundalamani filed affidavits vide (Exhibit-33 to 40) and closed evidence vide purshis (Exhibit-43).

6. Union filed written submissions (Exhibit-45) with copies of rulings and the management (Exhibit-49) with copies of the rulings. On perusing the record as a whole and on hearing the representative for the union and Learned Counsel for the management, I record my findings on the following issues for the reasons stated below :

Issues	Findings.
1. Whether the workmen were in continuous service as contemplated under Section 25 B of the Industrial Disputes Act?	No.
2. Whether the reference suffers from laches?	Yes.
3. Whether the action of the management in terminating the services of these workmen is legal and justified?	Yes.
4. If not, what relief they are entitled to? Does not survive.	

REASONS

7. At the threshold it is to be noted that the order of reference received for adjudication is in connection with nine employees, however, union filed claim in respect of only eight employees except employee Mr. B.K. Ankush, therefore whatever action taken by the employer in his connection, need not be considered.

8. The Learned Counsel for the Employer Ms. Mestry urged with force in the beginning inviting attention of this Tribunal to the written submissions (Ex-49), the workers under reference are not members of the union, and therefore the union has no locus to file any claim or raise any dispute on behalf of the workers who are not its members and therefore the reference is liable to be dismissed. For this she relied on Section 3(ii) of trade unions Act which pronounces that if the workers are not made payment for last three months he ceases to be a member of the union. On the other hand, the union representative Mr. Lokhande submitted that the union can espouse the cause even of a non-member. He submits it is always in the interest of industrial relations that even an individual workman or an employee is represented by union and that the cause is sponsored by the union and if the union acts in the interest of the workman. Section 2-A was introduced by the legislature when it was found that some of the unions did not espouse the cause of individuals and therefore such individuals were left in the lurch as their cause was not espoused by the union and therefore grave prejudice and injustice was done to individual workman and in that light he submits the membership of the union is not a condition precedent to sponsor the industrial dispute of workman. He has relied on the decision of the Bombay High Court in ANZ Grindlays Bank Vs. General Secretary Grindlays Bank Employees Union & Ors. 2001 1 CLR 570. Their Lordships in para 3 observed

"The Membership of a union is not a condition precedent to espouse an industrial dispute of workman. The union can espouse cause of even a non member, who approaches them for help. The union must represent a case of workmen or employees like a representative union under the Bombay Industrial Relations Act, 1946, whether they are members or not. It is always in the interest of industrial relations that even an industrial workman or an employee is represented by a union and that the cause

is espoused by the union and if the union acts in the interest of the workmen. Section 2(A) was introduced by the Legislature and when it was found that some of the unions did not espouse the cause of the individuals and therefore, such individuals were left in lurch as their cause was not espoused by the union, and therefore, grave prejudice and injustice was done to individual workman. This amendment became necessary to meet the tyranny of some Trade Unions, which discarded the individual workman. In such circumstances a case of an individual workman was treated as an industrial dispute by Section 2(A). It therefore, does not mean that it was not capable of being espoused by the Respondent Union and that the Respondent Union could not espouse an industrial dispute being an individual dispute under Section 2(A) of the Act. There was nothing wrong if the Respondent Union had espoused the industrial dispute under Section 2(A) of the Act and that the Secretary of the union had filed a statement of claim on behalf of such individual workman."

In view of the above said decision it is apparent that the union can espouse cause of even a non-member and apart from that, the present workman themselves can raise a dispute on their dismissal/termination/discharge under Section 2-A of the Industrial Disputes Act.

9. On perusal of the record it is seen, employees viz., B. R. Yadav, Sudhir Narvekar, R. R. Yadav, and Sampat Ahire filed affidavit by way of Examination-in-Chief and that they were cross-examined by the counsel for the management. Therefore we shall deal with their case in the light of the record as a whole. B.R. Yadav stated that he worked with the M.T.N.L. from May, 1980 to December, 1987 and that his service was terminated from 1st January, 1988, without giving any notice nor the pay and compensation, whereas employers case as per Written Statement (Exhibit-15) is that, Yadav was employed on daily rated basis on purely temporary basis till the work was available. He has not completed 240 days in a calendar year and that he was not sponsored by the office of employment exchange. It is contended by the management that he has left the service on his own without informing the management. He was engaged intermittently. Union has filed documents about employment with the Rejoinder (Exhibit-19) showing he was sick for abdomen and later on he had gone for duty but was not allowed to resume. Documents issued by the M.T.N.L. department nowhere show that B. R. Yadav continuously worked for 240 days in a calendar year. He admits in his cross examination, para 5, that he was asked not to come on duty and therefore he stopped going there. He denied that he abandoned the services. It is seen from the record Yadav stopped coming on duty from 1987 and that he raised a dispute through union in the year 1998 i.e. after about eleven years. Considering this, hardly can be said that B.R. Yadav was terminated by the employer. It is clear that he was not in continuous service as contemplated under section 25 B of the Industrial Disputes Act, and he seems to have abandoned the service.

10. So far the claim of employees Sudhir S. Narvekar R. R. Yadav and Sampat Ahire is concerned, documents filed with Rejoinder (Exhibit-19) show that they intermittently worked as daily rated casual labour. They did not work continuously 240 days in a calendar year. The Learned Representative Shri N. Y. Lokhande for the union submitted that, Narvekar worked from 1978 to 1982, B.R. Yadav total 283 days and Ahire from 1985 to 1988 and therefore their case falls under section 25 B of the Industrial Disputes Act. However, as stated above, nothing on record to show that they worked continuous for 240 days as required under the Act.

11. So far the employee Baliram Thakur, Mussappa Burnappa, Baba Saheb B. Tribhuvan is concerned documents filed with Rejoinder (Exhibit-19) show that they worked 159 days, 171 days, 224 days respectively i.e. admittedly they did not work for 240 days with the management. So far the claim of employee Eknath Khare is concerned, he disclosed that he worked for 258 days. However nothing to show that he worked 258 days continuously in a calendar year.

12. The Learned Counsel Ms. Mestry for the management submits that so far daily rated casual labourers is concerned,

they have to attend the office every day and if the work is available the same is provided to them. However if the daily rated casual labour used to remain absent continuously then it is clear that they are not interested in the work and the same thing has happened with the workers in the present case, and that their case falls in the category of 'abandonment of work'. As per Section 25 B workman should have completed 240 days within a block of 12 calendar months commencing backward from the date of alleged termination. Record shows that none of the workers referred in the schedule, worked continuously 240 days in the preceding 12 calendar months. Their Lordships of Supreme Court in Himanshu Kumar Vidyarthi Vs. State of Bihar AIR 1997 SC 3657 ruled the daily wage employee whose service, were engaged on the basis of need of work, termination of such employee cannot be construed to be retrenchment. In *Sar Enamel & Stamping Works Vs. Their Workmen* SCC 11 LLJ 367, it is pointed out that where the workers was employed only for eleven months the fact that during such a period of 11 months he had worked more than 240 days would not entitle him to get the benefit of Section 25 B of the said Act.

13. The Learned Union Representative Mr. Lokhande urged with force inviting attention of this Tribunal to the letters/circulars issued by the Head of Department that the management as usual did not keep proper record of the workers and that management followed the practice first to remove the casual labour, without giving any notice pay, retrenchment compensation, as required under the Industrial Disputes Act, giving sweet assurances they will give the job is necessary to be considered, as after all, that bargaining capacity of the workers is weak compared to the employer and that the workers have to succumb to the wishes of employer for bread and butter.

14. On going through the cross-examination of the workers whose affidavits filed on record referred to above, shows that they did not write any letter to the authorities, in order to join the duties. It is seen that the workers were away from the service for years together. In case of some workers, there is a delay of about eleven years. At this juncture, the Learned Counsel for the management Ms. Mestry submits that this will have to be looked in the context of the submissions of the Learned Representative Mr. Lokhande made as above, show that the workers were not interested and that in case of daily rated casual labourers, whenever work is available the same is provided, and from this point of view, the delay speaks volume against the workers. She relied on *Bhooop Singh Vs. Union of India & Ors.* (1992) 3 Supreme Court Cases 136. Wherein Their Lordships have observed:

"It is expected of a Government servant who has a legitimate claim to approach the Court for the relief he seeks within a reasonable period, assuming no fixed period of limitation applies. This is necessary to avoid dislocating the administrative set-up after it has been functioning on a certain basis for years. During the interregnum those who have been working gain more experience and acquire rights which cannot be defeated casually by collateral entry of a person at a higher point without the benefit of actual experience during the period of his absence when he chose to remain silent for years before making the claim. Apart from the consequential benefits of reinstatement without actually working, the impact on the administrative set-up and on other employees is a strong reason to decline consideration of a stale claim unless the delay is satisfactorily explained and is not attributable to the claimant. This is a material fact to be given due weight while considering the argument of discrimination in the present case for deciding whether the petitioner is in the same class as those who challenged their dismissal several years earlier and were consequently granted the relief of reinstatement. In our opinion the lapse of a much longer unexplained period of several years in the case of the petitioner is a strong reason not to classify him with the other dismissed constables who approached the court earlier and got reinstatement. It was clear to the petitioner latest in 1978 when the second batch of petitions were filed, that the petitioner also will have to file a petition for getting reinstatement. Even then he chose to wait till 1989, Dharampal case also being decided in 1987. The argument of discrimination is, therefore, not available to the petitioner."

15. The Learned Representative Mr. Lokhande for the union submits that workers are of weaker section. The object of the Act is to improve the service conditions of the Industrial Labour so as to provide for them the ordinary amenities of life and by the process to bring about industrial peace which would in its turn accelerate productive activity of the country resulting in its prosperity. Therefore regarding delay as is evident from the issues framed by the tribunal, it is to be looked from this aspect. He had relied on Ajaib Singh Vs. The Sirhind Co-operative Marketing-cum-processing Service Society Ltd. & Anr. JT 1999 (3) SC 38 wherein their Lordships of Apex Court observed that the provisions of the Act have to be interpreted in a manner which advances the object of the legislature contemplated in the statement of objects and reasons and that attempt should be made to avoid industrial unrest, secure industrial peace and to provide machinery to secure that aid. In the said case their Lordships observed as above "Wherein plea of delay was not taken. However in the case on hand, management has come with a strong case of inordinate and unexplained delay. Therefore, the decision of Bhoop Singh's case relied by management is made applicable, going through the facts of the case in hand, therefore, it can safely be said that the reference suffers from laches/delay.

16. On going through the record as a whole and the discussion supra, it is clear that the workers were not in continuous service as contemplated under Section 25B of the Industrial Disputes Act and therefore, question of retrenching them does not arise. The reference suffers from laches and therefore, the cumulative effect is that, the action of the management is totally justified. Consequently none of the workers is entitled to any reliefs as prayed. Issues are therefore answered accordingly and hence the order :

ORDER

The action of the management of Mahanagar Telephone Nigam Ltd., Bombay in terminating the services of S/Shri Baliram L. Thakur, Mussappa Birnappa, B. R. Yadav, Sudhir S. Narvekar, Eknath Govind Khare, Rajbihari Ramkishore Yadav, Babasaheb B. Tribhuvan and Sampat Limbaji Ahire is legal and justified.

S. N. SAUNDANKAR, Presiding Officer

नई दिल्ली, 21 जनवरी, 2002

का.आ. 540.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार-दूरसंचार विभाग के प्रबंधन के संबद्ध हितोन्नतों और उनके कर्मचारियों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चण्डीगढ़ के पंचाट (संदर्भ संख्या 240/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-1-2002 को प्राप्त हुआ था।

[सं. एन. 40012/70/2000-आई आर (डी. यू.)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 21th January, 2002

S.O. 540.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 240/2000) 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 D/o Telecom and their workman which was

received by the Central Government on 21-1-2002.

[No. L-40012/70/2000-IR(DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

BEFORE SHRI S. M. GOEL, PRESIDING OFFICER, CENTRAL GOVT. INDUS. TRIAL TRIBUNAL-CUM-LABOUR COURT, CHANDIGARH

Case No. ID 240/2000

Shri Gurcharan Singh,
C/o. Sh. N. K. Jeet, President,
Telecom Labour Union,
Mohalla Hari Nagar, Lal Singh Basti,
Road, Bhatinda (Pb.)-151001. ... Petitioner.

Vs.

The General Manager,
Deptt. of Telecom,
Hoshiarpur-152001.

REPRESENTATIVES :

For the Workman.—None.

For the Management.—Deepali Puri.

AWARD

(Passed on 17th October, 2001)

The Central Govt. Ministry of Labour vide Notification No. L-40012/70/2000-IR(DU) dated 31-5-2000 has referred the following dispute to this Tribunal for adjudication :—

"Whether the action of General Manager, Telecom Hosiarpur (Pb.) in ordering disengagement/termination of services of Sh. Gurcharan Singh a workman engaged through Contractor Sh. Ashok Kumar Sharma, w.e.f. 1-3-99 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. Despite many opportunities, no claim statement has been filed. It appears that workman is not interested to pursue with the present reference. In view of the above, since the workman is not interested to pursue with the present reference, the same is re-

turned to the Central Govt. for want of prosecution. Central Govt. be informed.

Chandigarh.
17-10-2001

S. M. GOEL, Presiding Officer

नई दिल्ली, 1 फरवरी, 2002

का.आ. 541—कर्मचारी भविष्य निधि एवं प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) की धारा 5कक की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार एतद्वारा कर्मचारियों के प्रतिनिधि श्री एच.बी. दवे को कार्यकारी समिति के सदस्य के रूप में नियुक्त करती है और दिनांक 20 मई, 2000 को भारत के राजपत्र, खंड 3, उपखंड (ii) में प्रकाशित श्रम मंत्रालय, भारत सरकार की अधिसूचना संख्या का. आ. 1086, दिनांक 9 मई, 2000 में निम्नलिखित संशोधन करती है :—

उक्त अधिसूचना में क्रमांक 12 और उसके संबंधित प्रविष्टियों के स्थान पर निम्नलिखित प्रविष्टि स्थापित की जाएगी, अर्थात् :—

श्री एच.बी. दवे,
श्रम साधना
म्युनिसिपल वाटर टैंक के सामने
गोडल रोड (स्वामी नारायण गुरुकुल के निकट)
राजकोट-360002 (गुजरात)

[सं. वी-20012/ 97-एसएस-II]

आलोक अग्रवाल, अवर सचिव

New Delhi, the 1st February, 2002

S.O. 541.—In exercise of the powers conferred by sub-section (1) of Section 5AA of the Employees Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), the Central Government hereby appoints Shri H. B. Dave Employees' representative as a member of the Executive

Committee and makes the following amendment in the Notification of the Government of India in the Ministry of Labour S.O. No. 1086 dated 9th May, 2000 published in Part II, Section 3, Sub-section (ii) of the Gazette of India dated 20-5-2000.

2. In the said notification, against serial No. 12 and entries relating thereto, the following entries shall be substituted namely :

Shri H. B. Dave (Advocate)
Shram Sadhna,
Opposite Municipal Water Tank,
Gondal Road,
(Near Swamy Narayan Gurukul)
Rajkot-360002 (Gujarat).

[F. No. V-20012/2/97-SS-II]
ALOK AGARWAL, Under Secy.

, नई दिल्ली, 4 फरवरी, 2002

का.आ. 542 :—उत्प्रवास अधिनियम, 1983 (1983 का 31) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार के वाणिज्य विभाग में विदेश व्यापार विकास अधिकारी के रूप में कार्यरत केन्द्रीय सचिवालय सेवा संवर्ग के श्री मदन लाल शर्मा को दिनांक 16 जनवरी, 2002 (पूर्वाह्न) से उत्प्रवास संरक्षी-II, मुंबई नियुक्त करती है।

[सं. एस.-11011/1/2000-उत्प्रवास]

पी. करुपासामी, उप-सचिव

New Delhi, the 4th February, 2002

S.O. 542.—In exercise of the powers conferred by Section 3, Sub-section (1) of the Emigration Act, 1983 (31 of 1983), the Central Govt. hereby appoints Shri Madan Lal Sharma, Foreign Trade Development Officer of the CSS cadre of the Department of Commerce, as Protector of Emigrants-II, Mumbai with effect from 16th January, 2002. (Forenoon).

[No. S-11011/1/2000-Emig.]
P. KARUPASAMY, Dy. Secy.